As filed with the Securities and Exchange Commission on May __, 2016.

Registration No. 333-

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

FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ALLIANCE MMA, INC.

(Exact name of registrant as specified in its charter)

Delaware	**7389**	**47-5412331**
(State or other jurisdiction of incorporation or organization)	*(Primary Standard Industrial Classification Code Number)*	*(I.R.S. Employer Identification Number)*

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590 Madison Avenue, 21st Floor
New York, New York 10022
(212) 739-7825

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Paul K. Danner, III
Chief Executive Officer
590 Madison Avenue, 21st Floor
New York, New York 10022
(212) 739-7825

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Robert L. Mazzeo, Esq.
Mazzeo Song P.C.
444 Madison Avenue, 4th Floor
New York, NY 10022
(212) 599-0700

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

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. (Check one):

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

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price (1)	Amount of Registration Fee
Common Stock, par value $0.001 per share	$ 8,000,000	$ 805.60
Underwriter Warrants (2)(3)	-	-
Common Stock issuable upon exercise of Underwriters Warrants	$ 1,000,000	$ 100.70
Total		**$ 906.30**

(1) Estimated solely for purposes of calculating the registration fee in accordance with Rule 457(o) under the Securities Act of 1933, as amended.
(2) Pursuant to Rule 416 under the Securities Act, the securities being registered hereunder include such indeterminate number of additional shares of common stock as may be issued after the date hereof as a result of stock splits, stock dividends or similar transactions.
(3) No separate fee is required pursuant to Rule 457(g) under the Securities Act of 1933.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until this Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to Section 8(a), may determine.

The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and we are not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED MAY , 2016

Up to 1,777,778 Shares

Common Stock

This is an initial public offering of shares of common stock of Alliance MMA, Inc., a Delaware corporation.

We are offering a minimum of 1,111,111 up to a maximum of 1,777,778 shares of our common stock.

Prior to this offering, there has been no public market for our common stock. It is currently estimated that the initial public offering price per share will be $4.50. We have applied to list the common stock on the Nasdaq Capital Market under the symbol “AMMA”. If the application is approved, trading of our common stock on the Nasdaq Capital Market is expected to begin within five days after the initial issuance of the common stock. If the application is not approved, we will not complete this offering.

We are an “emerging growth company” as defined in Section 2(a) of the Securities Act of 1933, as amended, and we have elected to comply with certain reduced public company reporting requirements.

An investment in our common stock involves significant risks. You should carefully consider the risk factors beginning on page __ of this prospectus before you make your decision to invest in shares of our common stock.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

	Public Offering Price	Underwriting Commissions (1)	Proceeds to Us, Before Expenses (2)
Per share	$	$	$
Total minimum offering	$	$	$
Total maximum offering.	$	$	$

(1) For the purpose of estimating the underwriting commissions, we have assumed that the underwriters will receive their maximum commission on all sales made in this offering, plus an advisory fee of 1.5% of the gross proceeds raised in this offering or $75,000 if the minimum amount is raised and $120,000 if the maximum amount is raised. The underwriters will also be entitled to reimbursement of out-of-pocket expenses incurred in connection with this offering, including fees and expenses of their counsel, in an aggregate amount not to exceed $75,000.

(2) We estimate the total expenses of this offering, excluding the underwriting commissions, will be approximately $400,000 if all 1,777,778 shares are sold in this offering. Because this is a best efforts offering, the actual public offering amount, underwriting commissions and proceeds to us are not presently determinable and may be substantially less than the total maximum offering set forth above. See “Underwriting” beginning on page __ of this prospectus for more information on this offering and the underwriter arrangements.

Network 1 Financial Securities, Inc. is acting as the sole underwriter in this offering. The underwriter is selling shares of our common stock in this offering on a best efforts basis and is not required to sell any specific number or dollar amount of shares. We do not intend to close this offering unless we sell at least a minimum number of 1,111,111 shares of common stock, at the price per share set forth in the table above, and otherwise satisfy the listing conditions to trade our common stock on the Nasdaq Capital Market. This offering will terminate on [*], 2016 (60 days after the date of this prospectus), unless we sell the maximum number of shares of common stock set forth above before that date or we decide to terminate this offering prior to that date. The gross proceeds of this offering will be deposited at Signature Bank in an escrow account established by us, until we have sold a minimum of 1,111,111 shares of common stock and otherwise satisfy the listing conditions to trade our common stock on the Nasdaq Capital Market. Once we satisfy the minimum stock sale and Nasdaq listing conditions, the funds will be released to us. In the event we do not sell a minimum of 1,111,111 shares of common stock and raise minimum gross proceeds of $5,000,000 by [*], 2016, all funds received will be promptly returned to investors without interest or offset. See “Prospectus Summary - The Offering” on page __.

Prospectus dated [ ] , 2016

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Dealer Prospectus Delivery Obligation

Through and including [ ] , 2016 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This requirement is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

Market data and certain industry data and forecasts used throughout this prospectus were obtained from internal company surveys, market research, consultant surveys, publicly available information, reports of governmental agencies and industry publications and surveys. Industry surveys, publications, consultant surveys and forecasts generally state that the information contained therein has been obtained from sources believed to be reliable, but that the accuracy and completeness of such information is not guaranteed. While we are not aware of any misstatements regarding the industry data presented in this prospectus, our estimates involve risks and uncertainties and are subject to change based on various factors, including those discussed under the heading "Risk Factors" in this prospectus.

We have not authorized anyone to provide any information or to make any representations other than those contained in this prospectus or in any free writing prospectuses we have prepared. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This prospectus is an offer to sell only the shares offered hereby, and only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is current only as of its date.

IMPORTANT INTRODUCTORY INFORMATION

In this prospectus, unless the context otherwise requires, we use the terms "Alliance," "we," "us," "the company" and "our" to refer to Alliance MMA, Inc., a Delaware corporation that will acquire the businesses of the following companies, which we refer to as the "Target Companies," upon the completion of this offering:

- CFFC Promotions, LLC ("CFFC");
- Hoosier Fight Club Promotions, LLC ("Hoosier Fight Club" or "HFC");
- Punch Drunk, Inc. d/b/a COmbat GAmes MMA ("COGA");
- Bang Time Entertainment LLC d/b/a Shogun Fights ("Shogun");
- V3, LLC ("V3 Fights");
- Go Fight Net, Inc. ("GoFightLive" or "GFL"); and
- CageTix, LLC ("CageTix").

In addition, upon the completion of this offering, we will acquire all rights in the existing MMA and kickboxing video libraries of Louis Neglia's Martial Arts Karate, Inc. ("Louis Neglia") related to the Louis Neglia's Ring of Combat and Louis Neglia's Kickboxing events and shows, a right of first refusal to acquire the rights to all Future Louis Neglia MMA and kickboxing events, and the MMA and video library of Hoss Promotions, LLC ("Hoss") related to certain CFFC events (collectively Louis Neglia and Hoss are referred to herein as "Target Assets"). The purchase price for the video libraries we are purchasing from Louis Neglia and Hoss, which we refer to as the "Target Assets," totals $455,000, of which $255,000 is payable in cash and the balance in shares of our common stock valued at the initial public offering price per share for the shares sold in this offering.

Pursuant to agreements between Alliance and each of the Target Companies and the owners of the Target Assets, upon the completion of this offering, we will acquire the operating assets and certain liabilities of each Target Company, other than GFL, which will be merged into Alliance, and we will acquire the Target Assets. The aggregate consideration we will pay to acquire these businesses and assets will amount to approximately $7.8 million, consisting of cash in the amount of approximately $1.6 million, and shares of our common stock with a market value of approximately $6.2 million based on an estimated initial public offering price of $4.50 per share for the shares sold in this offering. The purchase price for each business we are acquiring will be subject to upward adjustment in the event that such business exceeds certain gross profit thresholds agreed upon by us and the related Target Company for the 12-month period following the completion of the offering. The upward adjustment to the purchase price will be equal to seven (7) times the amount by which actual gross profit exceeds the agreed-upon gross profit threshold. We will pay any additional purchase price amounts promptly following the filing of the Company's quarterly report on Form 10-Q for the quarter immediately following such twelve-month period, such payment to be made in shares of our common stock valued at the average of the last sale price for our common stock over the twenty (20) trading days occurring immediately prior to the filing of such Form 10-Q.

We valued the business of each Target Company using a number of factors including historical and 2016 projected gross profit, the number of professional fighters under contract, event venue arrangements, the Target Company's MMA media library and other intellectual property rights, prominence in the MMA industry, nature and extent of sponsorships, television and pay-per-view arrangements, and other relevant characteristics. The purchase price being paid for each business consists, on average, of 21% cash and 79% shares of our common stock valued at the initial public offering price for the shares sold in this offering.

Unless we close the acquisition of all of the Target Companies, we will not close any of those acquisitions and we will not complete this offering. See "Business — Acquisitions" for further information on our acquisition of the Target Companies.

Unless otherwise indicated, all share, per share and financial data set forth in this prospectus have been adjusted to give effect to the closing of the acquisition of the Target Companies.

PROSPECTUS SUMMARY

The following summary highlights selected information contained in this prospectus. This summary does not contain all the information that may be important to you. You should read the more detailed information contained in this prospectus including, but not limited to, the risk factors beginning on page [*].

Our Company

Alliance MMA, Inc. was formed to acquire the businesses of the Target Companies and the media libraries of two prominent mixed martial arts, or MMA, promotions. By combining the Target Companies, Alliance has created a developmental league for professional MMA fighters and a feeder organization to the Ultimate Fighting Championship, or the UFC, the sport's largest mixed martial arts promotion company featuring most of the top-ranked fighters in world. We also intend to serve as a developmental organization for other premier MMA promotions such as Bellator MMA. College athletic programs and established minor league organizations serve as feeder programs to major league sports teams; however, the MMA industry lacks an organized developmental structure. Under the Alliance MMA umbrella, our regional MMA promotions identify and cultivate the next generation of UFC and other premier MMA promotion champions, while at the same time generating live original media content, attracting an international fan base, and generating sponsorship revenue for our live MMA events and professional fighters.

The Target Companies comprise many of the leading regional MMA promotions in the United States, with several ranked among the top 40 of all regional MMA promotions internationally. Combined, these promotions have sent over 50 professional MMA fighters to the UFC, have over 65 professional MMA fighters under multi-fight contracts, and have conducted more than 30 professional MMA events in 2015. We anticipate conducting over 65 events in 2016 and approximately 90 in 2017. Many of our events are televised or streamed live on cable and network stations reaching over 100 million homes. In 2015, the Target Companies on a combined basis generated $2.4 million in gross revenue and $0.127 million in net income.

Our operations are centered on the following three business components:

- Live MMA Event Promotion, which consists of generating revenue from ticket sales and providing a foundation for national sponsorship and national and international media distribution for our live MMA events.
- MMA Content Distribution, which consists of paid distribution of original content on television, cable networks, pay-per-view broadcasts, and over the Internet, in the United States and through international distribution agreements.
- Sponsorships and Promotions, which consists of sponsorships for live MMA events and televised productions and related advertising and promotional opportunities.

In addition, we are evaluating the profitability of other revenue sources, such as merchandising, ticketing, and fighter agency and management services.

Our Strategy

Our growth strategy includes:

- Leveraging the existing media libraries of the Target Companies along with the production of new, original live MMA programming created at our ongoing professional MMA events and monetizing both through domestic and international distribution arrangements;

- Developing national sponsorship arrangements, or expanding existing regional sponsorship arrangements, in support of the Company's network of live MMA events;

- Aggregating control of the sales chain through ownership of CageTix and instituting the use of CageTix across all the Target Companies allowing for the capture of additional profit margin;

- Migrating certain of the Target Companies from paid event venue arrangements to venues that will compensate the promotions for hosting events; and

- Securing highly-regarded professional fighters to multi-fight agreements, which will enhance our reputation and the value of our live MMA programming content.

In addition, upon the completion of this offering, we intend to selectively acquire additional profitable regional MMA promotions in markets in which we currently do not promote events and bring them into the Alliance family of promotions. We believe that the regional MMA industry is ripe for consolidation and that we can achieve significant growth through further acquisitions as well as by organically growing our existing MMA promotions. According to Tapology.com, a leading MMA industry online forum, as of May, 2016, there are currently 597 MMA promotions being operated domestically and 1,025 internationally. We estimate that no one regional promotion accounts for more than 1% of the market. We further believe that it is becoming increasingly difficult for regional MMA promotion companies to attract the best prospects given the increased level of competition among regional MMA promoters to secure fighters for multiple bouts. By conducting over 65 events annually and sending a number of fighters to elite promotions such as the UFC and Bellator, we are able to guarantee multiple fights to top prospects and attract high-quality fighters.

The MMA Industry

In less than a quarter century, modern day Mixed Martial Arts has gone from a pariah banned in most US states to an international sports phenomenon that many believe will be an Olympic event within the next two decades. MMA is a full contact sport that permits fighters to use techniques from both striking and grappling martial arts such as Boxing, Wrestling, Taekwondo, Karate, Brazilian jiu-jitsu, Muay Thai, and Judo. The "MMA Industry" generates revenues by promoting live MMA bouts, Pay-Per-View, video-on-demand and televised MMA event programming, merchandise, event and fighter sponsorships, and the monetization of MMA-related intellectual property royalties.

The number of MMA fans worldwide is approximately 300 million, more than that of Major League Baseball's worldwide fan base. In 2010, it was reported that the UFC fan base has grown annually in excess of 30% per year. Led by the UFC in terms of prominence and market share, there are approximately 600 domestic regional MMA promotion companies promoting approximately 40,000 male and female professional and amateur fighters. On an international basis the number of MMA promotions exceeds 1,000 with in excess of 90,000 professional and amateur MMA fighters. In 2014, the UFC's annual revenues were approximately $483 million and increased to $522 million in 2015. Scarborough Sports Marketing's 2009 first-ever look at the sport found that MMA fans are 15% more likely than the average American adult to have a household income of at least $75,000 with 32% of MMA fans falling into the highly coveted 18-29 year-old demographic. In terms of social media following, MMA fan activity on Facebook, Twitter and Instagram exceeds the combined results for MLB, NHL and NASCAR. The UFC is currently televised live in 145 countries in over 880 million households in 28 languages. In terms of Social Media fans, the UFC's total exceeds that of the NHL, NASCAR, and Major League Soccer combined. The UFC also holds the distinction as the largest live Pay-Per-View event provider in the world. We believe that the UFC's recently launched Fight Pass subscription network has garnered close to 1 million subscribers in the first year of its launch. UFC annual pay-per-view totals exceed 3 million male viewers age 18-49 per year. UFC 194 whose main card featured MMA superstars Connor McGregor and Jose Aldo aired on December 12, 2015 and was, with the exception of the two NFL playoff games, the most-watched show on television among Males 18-34, Males 18-49 and Males 25-54 that Sunday. In 2015, it was reported that the UFC sold approximately 7.75 million pay-per-view subscriptions for its 13 UFC events with two events exceeding 1 million buys.

Risk Affecting Us

Investing in our common stock involves a high degree of risk. You should carefully consider the risks described in "Risk Factors" beginning on page [*] of this prospectus before making a decision to invest in our common stock. These risks represent challenges to the successful implementation of our strategy and the growth of our business. If any of these risks actually occurs, our business financial condition and results of operations would likely be negatively affected. In such case, the trading price of our common stock would likely decline, and you may lose part, or all, of your investment. Below is a summary of some of the principal risks we believe we face:

- Our business represents a new business model for the MMA industry;
- Many of the Target Companies who comprise our business have historically been competitors, and we may experience difficulties integrating these businesses;
- We may be perceived as a competitive threat to the UFC and to other premier MMA promotions who may use their significantly greater resources to frustrate our business and growth strategy;
- A decline in the popularity of mixed martial arts;
- Our limited operating history makes forecasting our revenues and expenses difficult;
- We may not be able to attract and retain key professional MMA fighters;
- We may not be able to attract national promotional and advertising sponsorships;
- Our failure to obtain and maintain key agreements and arrangements with television and other media outlets could adversely affect our ability to distribute our original MMA programming;
- We may be unable to manage our growth effectively and our pro forma results may not be indicative of our future performance;
- We may be unable to implement our strategy of acquiring additional companies and acquisitions may subject us to additional unknown risks;
- Future acquisitions may result in potentially dilutive issuances of equity securities; and
- An active trading market for our common stock may not develop, and you may not be able to resell your shares of our common stock at or above the initial public offering price.

For further discussion of these and other risks you should consider before making an investment in our common stock, see "Risk Factors" beginning on page [*].

Corporate Information

We were incorporated in Delaware on February 12, 2015. Our principal executive offices are located at 590 Madison Avenue, 21 st Floor, New York, New York 10022, and our telephone number is (212) 521-4268. Our website address is *www.alliancemma.com.* Information contained on, or that can be accessed through, our website or the website of any Target Company shall not be deemed incorporated into, or to constitute part of, this prospectus.

Alliance MMA, AllianceMMA.com and other trademarks and service marks of Alliance appearing in this prospectus are the property of Alliance. Trade names, trademarks and service marks of other companies, including the marks of any Target Company, appearing in this prospectus are the property of their respective holders.

We are an emerging growth company as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. We will remain an emerging growth company until the earlier of the last day of the fiscal year following the fifth anniversary of the completion of this offering, the last day of the fiscal year in which we have total annual gross revenue of at least $1.0 billion (as indexed for inflation), the date on which we are deemed to be a large accelerated filer (this means the market value of our common stock that is held by non-affiliates is at least $700 million as of the last business day of the second quarter of a fiscal year), or the date on which we have issued more than $1.0 billion in non-convertible debt securities during the prior three-year period. An emerging growth company may take advantage of specified reduced reporting requirements and is relieved of certain other significant requirements that are otherwise generally applicable to public companies. As an emerging growth company:

- We will present only two years of audited financial statements and only two years of related management's discussion and analysis of financial condition and results of operations.
- We will avail ourselves of the exemption from the requirement to obtain an attestation and report from our auditors on the assessment of our internal control over financial reporting pursuant to the Sarbanes-Oxley Act of 2002.
- We will provide less extensive disclosure about our executive compensation arrangements.
- We will not require stockholder non-binding advisory votes on executive compensation or golden parachute arrangements.

The Offering

Common stock offered by us	1,111,111 shares (minimum) to 1,777,778 shares (maximum)
Common stock outstanding immediately before this offering	5,289,136 shares
Common stock to be issued to Target Companies and for Target Assets	1,377,531 shares
Total shares of common stock to be outstanding immediately after this offering	8,444,445 shares, assuming the maximum amount is sold in the offering.*
Use of proceeds	Based on an estimated initial offering price of $4.50 per share, we expect our net proceeds from this offering will be $7,080,805 assuming the maximum amount of shares is sold in the offering, after deducting underwriter commissions and estimated offering expenses payable by us. We intend to use the net proceeds of this offering to fund the cash portion of the purchase price for the Target Companies in the amount of approximately $1.6 million, and for working capital and general corporate purposes. We may also use a portion of the net proceeds for future acquisitions of or investments in other regional MMA promotion companies. However, this is a best efforts offering, and there is no assurance that we will sell any shares or receive any proceeds. See "Use of Proceeds."

Escrow	The gross proceeds of this offering will be deposited at [Signature Bank], New York, New York, in an escrow account established by us. Purchasers are to make payment for the shares they purchase by (i) delivering to the escrow agent, [Signature Bank, at 261 Madison Avenue, New York, New York 10016], checks made payable to the order of ["Signature Bank, as Escrow Agent for Alliance MMA,"] or (ii) wire transfer to Signature Bank, ABA No. [*], 261 Madison Avenue, New York, New York 10016, for credit to Signature Bank, as Escrow Agent for Alliance MMA, Account No. [*]. All checks received by the underwriter will be delivered to Signature Bank for deposit into the escrow account not later than 12:00 p.m. on the business day immediately following receipt. The funds will be held in escrow until we sell a minimum of one million shares at an assumed offering price of $4.50 per share and otherwise satisfy the listing conditions to trade our common stock on the Nasdaq Capital Market, at which time the funds will be released to us. Any funds received upon a sale of shares in excess of the foregoing minimum amount and following the satisfaction of the Nasdaq listing requirements will immediately be available to us. If we do not sell the minimum number of shares, or if we do sell such minimum number but fail to satisfy the Nasdaq listing conditions, by [*], 2016 (60 days after the date of this prospectus), this offering will terminate and all funds will be returned to the purchasers in this offering on the next business day, without charge, deduction or interest. In no event will funds deposited with Signature Bank be returned to you prior to [*], 2016.
Dividend policy	We do not anticipate paying cash dividends on our common stock in the foreseeable future. See "Dividend Policy."
Proposed Nasdaq listing symbol	"AMMA"
Risk factors	Please read the section entitled "Risk Factors" beginning on page [ ] for a discussion of some of the factors you should carefully consider before deciding to invest in our common stock.

* Unless the context indicates otherwise, the number of shares of our common stock deemed to be outstanding after this offering:

- excludes 825,000 shares of common stock reserved for issuance under the Company's 2016 Equity Incentive Plan, or 2016 Plan;
- excludes between 111,111 shares (assuming the minimum offering is completed) and 177,778 shares (assuming the maximum offering is of common stock issuable upon the exercise of the warrants issued to the underwriter; and
- assumes that the shares of our common stock to be sold in this offering are sold at $4.50 per share.

Unless otherwise indicated, the information presented in this prospectus gives effect to the acquisition of the Target Assets and the respective businesses of the Target Companies.

RISK FACTORS

If you purchase our securities, you will assume a high degree of risk. In deciding whether to invest, you should carefully consider the following risk factors, as well as the other information contained elsewhere in this prospectus. Any of the following risks could have a material adverse effect on our business, financial condition, results of operations or prospects and cause the value of our securities to decline, which could cause you to lose all or part of your investment.

Risks Related to Our Business

Our business represents a new business model for the MMA industry.

Our business model focuses on creating a developmental feeder organization for the UFC and other premier MMA promotions by combining many leading regional MMA promotions under one umbrella organization. Our business model is unique to the MMA industry and may not prove to be successful. We have a limited operating history upon which you can evaluate our business. Although each of the Target Companies have operated independently for many years, they will commence combined operations only upon the closing of the offering. The MMA industry is also rapidly growing and evolving and may develop in a way that is detrimental to our business model. You must consider the challenges, risks and difficulties frequently encountered by early stage companies using new and unproven business models in new and rapidly evolving markets. Some of these challenges relate to our ability to:

- establish or increase our brand name recognition;
- expand our popularity and fan base;
- successfully produce live events;
- manage existing relationships with broadcast television outlets and create new relationships to broadcast and distribute our televised content domestically and internationally;
- manage sponsorship, advertising, licensing and branding activities; and
- create new outlets for our content and new marketing opportunities.

Our business strategy may not successfully address these and the other challenges, risks and uncertainties that we face, which could adversely affect our overall success and delay or prevent us from achieving profitability.

We may be perceived as a competitive threat to the UFC and to other premier MMA promotions who may use their significantly greater resources to frustrate our business and growth strategy.

It is our intention to serve as a developmental organization for the UFC and other premier national MMA promotions in the same fashion as college athletic programs serve as feeders to professional sports leagues. While we do not intend to compete with these promotions, because we will promote live events, televise and distribute MMA media and related content, solicit sponsorship revenues and seek to secure professional MMA fighters to multi-fight contracts, we may be perceived as a competitor by these organizations. Should the UFC or another premier national MMA promotion view us as a threat they could use their significantly greater resources to frustrate our business and growth strategy and materially and adversely affect our business.

Many of the Target Companies who comprise our business have historically been competitors, and we may experience difficulties integrating these businesses.

We intend to operate the business of each Target Company as a distinct regional MMA promotion, with daily operations overseen by a regional vice president who, prior to the acquisition, operated the Target Company. Although the MMA market is highly fragmented, many of the Target Companies have competed with one another in the past to sign top professional MMA fighter prospects, for television and broadcast opportunities, and for sponsors. As our strategy involves leveraging the relationships and skills of our regional vice presidents, it will be important for them to collaborate effectively in order to achieve profitability for our company as a whole rather than focusing solely on profits for the individual Target Company businesses. The continuation of past competitive behaviors, and the failure to integrate these businesses under a cohesive umbrella organization, will likely have a material adverse effect on our business.

A future decline in the popularity of mixed martial arts could adversely affect our business.

Our operations are affected by consumer tastes and sports and entertainment trends, which are unpredictable and subject to change, and may be affected by changes in the social and political climate. We believe that MMA is growing in popularity in the United States and around the world, but a change in our fans' tastes or a material change in the perceptions of the MMA industry, whether due to social or political issues or otherwise, could adversely affect our operating results and have a material adverse effect on our business.

We may not be able to attract and retain key professional MMA fighters.

Our business is dependent upon identifying, recruiting and retaining highly regarded professional MMA fighters for our promotions. Fans and sponsors are attracted to events featuring top fighters, and the value placed on a promotion's television and other media rights is dependent to a great extent on the quality of the promotion's fighter roster. We may not be able to attract and retain key professional MMA fighters due to competition with other regional promoters for the same fighters. Failing to put on events featuring top professional fighters could adversely affect our operating results and have a material adverse effect on our business.

We may not be able to attract national promotional and advertising sponsorships or maintain such arrangements.

Our business strategy involves developing national sponsorship arrangements, or expanding existing regional sponsorship arrangements, in support of our network of live MMA events. We compete with larger more established sports and entertainment organizations and media outlets for sponsorship and advertising revenue. While many of our Target Companies have existing local and regional sponsorship arrangements with large advertisers who advertise on a national basis in our target markets and demographic, we currently have no national sponsorships. Should we be able to secure national promotional and advertising arrangements, there is no assurance that we will maintain these arrangements. Many factors, including the popularity and perception of MMA and the perceived quality of our promotions, will significantly impact our ability to secure and maintain important advertising and promotional arrangements. If we are unable to generate sponsorship and promotional revenue and increase that revenue over time, our operating results and business will be adversely affected.

The economic uncertainty impacts our business and financial results and a renewed recession could materially affect us in the future.

Any significant decrease in consumer confidence, or periods of economic slowdown or recession, could lead to a curtailing of discretionary spending, which in turn could reduce our revenues and results of operations and adversely affect our financial position. Our business is dependent upon consumer discretionary spending and therefore is affected by consumer confidence as well as the future performance of the United States and global economies. As a result, our results of operations are susceptible to economic slowdowns and recessions. Increases in job losses, home foreclosures, investment losses in the financial markets, personal bankruptcies, credit card debt and home mortgage and other borrowing costs, declines in housing values and reduced access to credit, among other factors, may result in lower levels of ticket sales, sponsorship and distribution revenue.

We depend on the services of key executives, the loss of whom could materially harm our business and our strategic direction if we were unable to replace them with executives of equal experience and capabilities.

Our future success significantly depends on the continued service and performance of our key management personnel, including our Chairman and Chief Executive Officer, Paul Danner, our Chief Financial Officer Frank Gallagi, and our President, Robert Haydak. We have employment agreements with all members of senior management; however, we cannot prevent members of senior management from terminating their employment with us. Losing the services of members of senior management could materially harm our business until a suitable replacement is found, and such replacement may not have equal experience and capabilities. We have not purchased life insurance on any members of our senior management.

The markets in which we operate are highly competitive, rapidly changing and increasingly fragmented, and we may not be able to compete effectively, especially against competitors with greater financial resources or marketplace presence.

For our live and television audiences, we face competition from, in addition to other MMA promotions, professional and college sports, as well as from other forms of live and televised entertainment and other leisure activities that are offered in a rapidly changing and increasingly fragmented marketplace. Many of the companies with which we compete have greater financial resources than are currently available to us. Our failure to compete effectively could result in a significant loss of viewers, venues, distribution channels or athletes and fewer advertising dollars spent on our form of sporting events, any of which could adversely affect our operating results.

Our expansion into new markets may present increased risks due to our unfamiliarity with the area, different rules and regulations and challenging operating environments.

Some of our future acquisitions may be located in areas where we have little or no meaningful experience. Those markets may have different competitive conditions, consumer tastes and discretionary spending patterns than our existing markets, which may cause our promotions to be less successful than promotions in our existing markets. Acquisitions in new markets may not generate the same level of revenues and may have higher operating expense ratios than our existing promotions.

Some of our future acquisitions may occur outside the United States. Beyond the risks posed by new markets generally, the operating conditions in overseas markets may vary significantly from those we experienced in the past, including in relation to consumer preferences, regulatory environment, currency risk, the presence and cooperation of suitable local partners and availability of vendors or commercial and physical infrastructure, among others. There is no guarantee that we will be successful in integrating these acquisitions into our operations, achieving market acceptance, operating these acquisitions profitably, and maintaining compliance with the rapidly changing business and regulatory requirements of new markets. If we are unable to do so, we could suffer a material adverse effect on our business, financial condition and results of operations.

Our failure to obtain and maintain key agreements and arrangements with television and other media outlets could adversely affect our ability to distribute our original MMA programming.

Our business strategy is dependent upon monetizing the media content we create at our live MMA events through live television and cable broadcasts and through distribution of live and historical video content through a variety of media outlets such as Internet pay-per-view and video on demand. We also anticipate that our growth will be dependent on securing international distribution arrangements for our content. There is significant competition for television and other distribution arrangements from within the MMA industry and from other sports and entertainment companies who offer these media outlets programming alternatives to our MMA content. Our failure to obtain and maintain key agreements and arrangements with television and other media outlets could adversely affect our ability to distribute our original MMA programming and will adversely affect our operating results and have a material adverse effect on our business.

Our limited operating history makes forecasting our revenues and expenses difficult.

As a result of our limited operating history and the roll-up structure of our business, it is difficult to forecast accurately our future revenues. Current and future expense levels are based on our operating plans and estimates of future revenues after we achieve the anticipated synergies of combining the Target Company businesses into one company. Revenues and operating results are difficult to forecast because they generally depend on our ability to promote events, secure national sponsorships and advertising arrangements for our regional promotions, and enter into television and media distribution arrangements. As a result, we may be unable to adjust our spending appropriately to compensate for any unexpected revenue shortfall, which may result in substantial losses. We may also be unable to expand our operations adequately to meet demand to the extent it exceeds our expectations.

If we do not manage our growth effectively, our revenue, business and operating results may be harmed and our pro forma results may not be indicative of our future performance.

Our expansion strategy includes the acquisition of additional regional MMA promotion companies and organic growth. At the closing of the offering made by this prospectus we will have acquired five regional MMA promotions, and two related businesses, GFL and CageTix. These acquisitions may not be indicative of our ability to identify, secure and manage future acquisitions successfully. Our acquisition of the Target Companies and any future acquisitions may require a greater than anticipated investment of operational and financial resources as we seek to institute uniform standards and controls across promotions. Acquisitions may also result in the diversion of management and resources, increases in administrative costs, including those relating to the assimilation of new employees, and costs associated with any debt or equity financings undertaken in connection with such acquisitions. We cannot assure you that any acquisition we undertake will be successful. Future growth will also place additional demands on our management, sales, and marketing resources, and may require us to hire and train additional employees. We will need to expand and upgrade our systems and infrastructure to accommodate our growth, and we may not have the resources to do so in the time frames required. The failure to manage our growth effectively will materially and adversely affect our business.

We may be unable to implement our strategy of acquiring additional companies and acquisitions may subject us to additional unknown risks.

We anticipate making future acquisitions of regional MMA promotions in markets that the Target Companies do not serve. We may not be able to reach agreements with such promotions on favorable terms or at all. In completing the acquisition of the Target Companies or any future acquisition, we will rely upon the representations and warranties and indemnities made by the sellers with respect to each acquisition as well as our own due diligence investigation. We cannot assure you that such representations and warranties will be true and correct or that our due diligence will uncover all materially adverse facts relating to the operations and financial condition of the acquired companies or their business. To the extent that we are required to pay for obligations of an acquired company, or if material misrepresentations exist, we may not realize the expected economic benefit from such acquisition and, in such case, we will have overpaid in cash and/or stock for the value received in that acquisition.

Future acquisitions may result in potentially dilutive issuances of equity securities, the incurrence of indebtedness and increased amortization expense.

Future acquisitions may result in issuances of equity securities, which may be dilutive to the equity interests of existing stockholders, the incurrence of debt, which will require us to maintain cash flows sufficient to make payments of principal and interest, the assumption of known and unknown liabilities, and the amortization of expenses related to intangible assets, all of which could have an adverse effect on our business, financial condition and results of operations.

We may need additional capital to support our operations or the growth of our business, and we cannot be certain that this capital will be available on reasonable terms when required, or at all.

In order for us to grow and successfully execute our business plan, we may require additional financing which may not be available or may not be available on acceptable terms. If such financing is available, it may dilute your ownership of our stock. Failure to obtain financing may have a material adverse effect on our financial position. If we are unable to obtain adequate financing or financing on terms satisfactory to us when we require it, our ability to continue to support the operation or growth of our business could be significantly impaired and our operating results may be harmed.

We may be prohibited from promoting and conducting our live events if we do not comply with applicable regulations.

In various states in the United States and some foreign jurisdictions, athletic commissions and other applicable regulatory agencies require us to obtain licenses for promoters, medical clearances and/or other permits or licenses for athletes and/or permits for events in order for us to promote and conduct our live events. If we fail to comply with the regulations of a particular jurisdiction, we may be prohibited from promoting and conducting live events in that jurisdiction. The inability to present live events over an extended period of time or in a number of jurisdictions could lead to a decline in the revenue streams generated from our live events, in which case our operating results would be adversely affected.

We may be unable to adequately establish, protect or enforce our intellectual property rights.

Our success depends in part upon our ability to establish, protect and enforce our intellectual property and other proprietary rights, particularly rights to our video fight libraries. We have an application pending with the United States Patent and Trademark Office (USPTO) to register "Alliance MMA" as a tradename and also maintain a catalog of copyrighted works, including copyrights covering television programming and photographs. Our inability to protect our portfolio of copyrighted material, trade names and other intellectual property rights from piracy, counterfeiting or other unauthorized use could negatively affect our business. We have received an initial office action from the USPTO contesting our application to register the Alliance MMA name due to the fact that the name appears descriptive. We are contesting this initial office action and believe we will ultimately prevail in securing a registration but there can be no assurance we will. If we fail to establish, protect or enforce our intellectual property rights, we may lose an important advantage in the market in which we compete. Our intellectual property rights may not be sufficient to help us maintain our position in the market and our competitive advantages. Monitoring unauthorized uses of and enforcing our intellectual property rights can be difficult and costly. Legal intellectual property actions are inherently uncertain and may not be successful, and may require a substantial amount of resources and divert our management's attention.

Changes in laws, regulations and other requirements could adversely affect our business, results of operations or financial condition.

We are subject to the laws, regulations and other requirements of the jurisdictions in which we operate. Changes to these laws could have a material adverse impact on the revenue, profit or the operation of our business.

In addition, the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010 (collectively, the "Affordable Care Act"), as well as other healthcare reform legislation being considered by Congress and state legislatures, may have an adverse effect on our business. The Affordable Care Act assesses penalties on employers who do not offer health insurance meeting certain affordability or benefit coverage requirements. While we believe our plans will meet these requirements, however, changes to the law or the payment of penalties if the specified level of coverage is not provided at an affordable cost to employees, could have a significant, negative impact on our business.

Failure to establish and maintain effective internal control over financial reporting could have a material adverse effect on our business and operating results.

Maintaining effective internal control over financial reporting is necessary for us to produce accurate and complete financial reports and to help prevent financial fraud. In addition, such control is required in order to list our common stock on the Nasdaq Capital Market. If we are unable to maintain adequate internal controls or fail to correct deficiencies in our controls noted by our management or our independent registered public accounting firm, our business and operating results could be adversely affected, we could fail to meet our obligations to report our operating results accurately and completely, and our continued listing on the Nasdaq Capital Market could be jeopardized.

Disruptions in our information technology systems or security breaches of confidential customer information or personal employee information could have an adverse impact on our operations.

Our operations are dependent upon the integrity, security and consistent operation of various information technology systems and data centers, including our ticketing system, data centers that process transactions, communication systems and various other software applications used throughout our operations. Disruptions in these systems could have an adverse impact on our operations. We could encounter difficulties in developing new systems or maintaining and upgrading existing systems. Such difficulties could lead to significant expenses or to losses due to disruption in our business operations.

In addition, our information technology systems are subject to the risk of infiltration or data theft. The techniques used to obtain unauthorized access, disable or degrade service, or sabotage information technology systems change frequently and may be difficult to detect or prevent over long periods of time. Moreover, the hardware, software or applications we develop or procure from third parties may contain defects in design or manufacture or other problems that could unexpectedly compromise the security of our information systems. Unauthorized parties may also attempt to gain access to our systems or facilities through fraud or deception aimed at our employees, contractors and temporary staff. In the event that the security of our information systems is compromised, confidential information could be misappropriated and system disruptions could occur. Any such misappropriation or disruption could cause significant harm to our reputation, lead to a loss of sales or profits or cause us to incur significant costs to reimburse third parties for damages.

Our current insurance policies may not provide adequate levels of coverage against all claims and we may incur losses that are not covered by our insurance.

We believe we maintain insurance coverage that is customary for businesses of our size and type. However, we may be unable to insure against certain types of losses or claims, or the cost of such insurance may be prohibitive. For example, although we carry insurance for breaches of our computer network security, there can be no assurance that such insurance will cover all potential losses or claims or that the dollar limits of such insurance will be sufficient to provide full coverage against all losses or claims. Uninsured losses or claims, if they occur, could have a material adverse effect on our financial condition, business and results of operations.

Risks Related to this Offering and Ownership of Shares of Our Common Stock

There is no existing market for our common stock and a trading market that will provide you with adequate liquidity may not develop for our common stock.

No public market for buying or selling our common stock currently exists. Although we intend to list the common stock on the Nasdaq Capital Market in connection with this offering, a liquid trading market for our common stock may not develop or be sustained after this offering. The initial public offering price of the shares of our common stock sold in this offering will be determined by negotiations between the underwriter and our Board of Directors and may not be representative of the market price at which shares of our common stock will trade after this offering. In particular, we cannot provide assurances that you will be able to resell your shares at or above the initial public offering price or at all.

The best efforts structure of this offering may yield insufficient gross proceeds to fully execute on our business plan.

Our underwriter is offering shares of our common stock in this offering on a best efforts basis. This means that the underwriter is not required to sell any specific number or dollar amount of common stock, but will use its best efforts to sell the shares offered by us. It is a condition to this offering that, upon the completion of the offering, our common stock will qualify for listing on the Nasdaq Capital Market. In order to list our common stock, the Nasdaq Capital Market requires that, among other criteria, at least 1,000,000 publicly-held shares of our common stock be outstanding, the shares be held in the aggregate by at least 300 round lot holders, the market value of the publicly-held shares of our common stock be at least $15.0 million, our stockholders' equity after giving effect to the sale of our shares in this offering be at least $4.0 million, the bid price per share of our common stock be $4.00 or more, and there be at least three registered and active market makers for our common stock. There can be no assurance that we will successfully raise this minimum amount, that this offering will satisfy the listing conditions required to trade our common stock on the Nasdaq Capital Market or that this offering will be completed.

The amount of proceeds available to us upon the completion of this offering will significantly affect our ability to finance our growth over the next 12 to 24 months. If we sell only the minimum number of shares contemplated by this offering, we may be unable to fully execute on our business plan, which could materially and adversely affect our business, prospects, financial condition and results of operations.

Our revenues, operating results and cash flows may fluctuate in future periods and we may fail to meet investor expectations, which may cause the price of our common stock to decline.

Variations in our quarterly and year-end operating results are difficult to predict and may fluctuate significantly from period to period. If our revenues or operating results fall below the expectations of investors or securities analysts, the price of our common stock could decline substantially. Specific factors that may cause fluctuations in our operating results include:

- attendance at our live events and demand for our original programming content;
- emergence, growth and popularity of competing MMA promotions;
- fluctuations in our operating expenses due to the growth of our business;
- timing and size of any new acquisitions we may complete; and
- changes in sponsorship or advertising revenues.

Once our common stock begins trading, the market price of our shares may fluctuate widely, and you could lose all or part of your investment.

We cannot predict the prices at which our common stock may trade after this offering. The market price of our common stock may fluctuate widely, depending upon many factors. These fluctuations could cause you to lose all or part of your investment in our common stock since you might be unable to sell your shares at or above the price you paid in this offering. Factors that could cause fluctuations in the market price of our common stock include the following:

- a shift in our investor base;
- quarterly or annual results of operations that fail to meet investor or analyst expectations;
- actual or anticipated fluctuations in our operating results due to factors related to our business;
- changes in accounting standards, policies, guidance, interpretations or principles;
- changes in earnings estimates by securities analysts or our inability to meet those estimates;
- the operating and stock price performance of other comparable companies;

- overall market fluctuations; and
- general economic conditions.

Stock markets in general have experienced volatility that has often been unrelated to the operating performance of a particular company. These broad market fluctuations may adversely affect the trading price of our common stock.

Future sales of shares of our common stock could depress the market price of our common stock.

Sales of a substantial number of shares of our common stock in the public market could occur at any time. If our stockholders sell, or the market perceives that our stockholders intend to sell, substantial amounts of our common stock in the public market following this offering, the market price of our common stock could decline significantly.

Upon completion of this offering (assuming the maximum amount is sold), 8,444,445 shares of our common stock will be outstanding. Of these shares, the 1,777,778 shares sold in this offering (except for shares purchased by affiliates) will be freely tradable immediately. The remaining 6,666,667 shares of common stock, including approximately 1,377,531 shares to be issued to the Target Companies (based on an assumed initial public offering price of $4.50 per share) are currently restricted as a result of securities laws or lock-up agreements but will be able to be sold after the offering as described in the section of this prospectus entitled “Shares Eligible For Future Sale.”

If securities or industry analysts do not publish research or reports about our business, if they adversely change their recommendations regarding our stock or if our results of operations do not meet their expectations, our stock price and trading volume could decline.

The trading market for our common stock will be influenced by the research and reports that securities or industry analysts publish about us or our business. If one or more of these analysts cease coverage of our company or fail to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline. Moreover, if one or more of the analysts who cover us downgrade recommendations regarding our stock, or if our results of operations do not meet their expectations, our stock price could decline materially.

You will experience immediate and substantial dilution.

The initial public offering price is substantially higher than the net tangible book value of each outstanding share of our common stock. Purchasers of common stock in this offering will experience immediate and substantial dilution on a book value basis. The dilution per share in the net tangible book value per share of common stock will be $4.18 per share if the minimum number of shares are sold and $3.87 per share if the maximum number of shares are sold, based on an estimated initial public offering price of $4.50. See the section in the prospectus entitled “Dilution.”

Your percentage ownership will be further diluted in the future.

Your percentage ownership will be diluted in the future as a result of equity awards that we expect to grant to our directors, officers and employees. Prior to the completion of this offering, it is expected that our Board of Directors and stockholders will approve our 2016 Equity Incentive Plan, which provides for the grant of equity-based awards, including restricted stock, restricted stock units, stock options, stock appreciation rights and other equity-based awards to our directors, officers and other employees, advisors and consultants. Although no awards will have been granted at the completion of this offering, we anticipate granting equity awards in the future. We anticipate that there will be 825,000 shares of common stock that may be awarded under the 2016 Equity Incentive Plan.

We will have broad discretion in using the proceeds of this offering, and we may not effectively expend the proceeds.

We intend to use approximately $1.6 million of the net proceeds of this offering to fund the cash portion of the purchase price for the Target Companies. We expect to use the balance for working capital and general corporate purposes, which may include financing our growth, developing new services, and funding capital expenditures, acquisitions and investments. We will have significant flexibility and broad discretion in applying the net proceeds of this offering after paying the cash purchase price for the acquisition of the Target Companies, and we may not apply these proceeds effectively. Our management might not be able to yield a significant return, if any, on any investment of these net proceeds, and you will not have the opportunity to influence our decisions on how to use our net proceeds from this offering.

Provisions of Delaware law, of our amended and restated charter and bylaws may make a takeover more difficult, which could cause our stock price to decline.

Provisions in our certificate of incorporation and bylaws and in the Delaware corporate law may make it difficult and expensive for a third party to pursue a tender offer, change in control or takeover attempt that is opposed by management and the Board of Directors. As a result, public stockholders who might wish to participate in such a transaction may not have an opportunity to do so. Further, our bylaws provide for the removal of a director only for cause and by the affirmative vote of the holders of at least 66 2/3% of the outstanding shares entitled to cast their vote for the election of directors, which may discourage a third party from making a tender offer or otherwise attempting to obtain control of us. These and other anti-takeover provisions could substantially impede the ability of public stockholders to change our management and Board of Directors. Such provisions may also limit the price that investors might be willing to pay for shares of our common stock in the future.

Any issuance of preferred stock in the future may dilute the rights of our common stockholders.

Under our Certificate of Incorporation, our Board of Directors have the authority to issue up to 5,000,000 shares of preferred stock and to determine the price, liquidation preference, priority, dividend and voting rights, conversion features (if any) and other terms of these shares. Our Board of Directors may approve the issuance of preferred stock without any further approval of our stockholders. If preferred stock is issued, the rights of holders of our common stock may be adversely affected.

We do not intend to pay cash dividends on our common stock.

Currently, we do not anticipate paying cash dividends to holders of our common stock. If we do not declare or pay dividends on shares of our common stock, the market value of our common stock may be adversely affected.

Complying with the laws and regulations affecting public companies will increase our costs and the demands on management and could harm our operating results.

As a public company, and particularly after we cease to be an “emerging growth company,” we will incur significant legal, accounting and other expenses that the businesses we acquired from the Target Companies, which were all privately-held, did not incur prior to the acquisition. The Sarbanes-Oxley Act and the rules subsequently adopted by the SEC and FINRA to implement the Act impose a number of requirements on public companies, including changes in corporate governance practices. As a result, our management team and other personnel will need to devote a substantial amount of time and resources to adopting, implementing and auditing procedures designed to satisfy these requirements. The rules adopted under the Act will increase our legal, accounting and financial compliance costs, making some activities more time-consuming and costly. For example, we expect that, as a result of these rules, director and officer liability insurance will be difficult and expensive for us to obtain, and we may be required to accept reduced policy limits and coverage or to incur substantial costs to maintain the same or similar coverage. These rules could also make it more difficult for us to attract and retain qualified persons to serve on our Board of Directors or our board committees or as executive officers.

Among its other provisions, the Sarbanes-Oxley Act requires that we assess the effectiveness of our internal control over financial reporting annually and the effectiveness of our disclosure controls and procedures quarterly. In particular, we will need to perform system and process evaluation and testing of our internal control over financial reporting to allow management to report on, and our independent registered public accounting firm potentially to attest to, the effectiveness of our internal control over financial reporting, as required by Section 404 of the Sarbanes-Oxley Act. As an "emerging growth company" we will avail ourselves of the exemption from the requirement that our independent registered public accounting firm attest to the effectiveness of our internal control over financial reporting under Section 404 of the Sarbanes-Oxley Act. However, this exemption will no longer be available to us when we cease to be an "emerging growth company", at which time the cost of our compliance with Section 404 will correspondingly increase.

If we are unable to comply with the requirements of the Sarbanes-Oxley Act and the rules adopted under the Act, or if we or our independent registered public accounting firm identifies deficiencies in our internal control over financial reporting that are deemed to be material weaknesses, investor perceptions of our company may suffer, leading to a potential decline in the market price of our common stock. In such event, we could be subject to sanctions (including monetary fines or penalties) or investigations by the SEC or other regulatory authorities, our operations, financial reporting, or financial results could be harmed, and we might receive an adverse opinion from our independent registered public accounting firm.

The JOBS Act allows us to postpone the date by which we must comply with certain laws and regulations and to reduce the amount of information provided in reports filed with the SEC. We cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make our common stock less attractive to investors.

We are and we will remain an "emerging growth company" until the earliest to occur of (i) the last day of the fiscal year during which our total annual revenues equal or exceed $1 billion (subject to adjustment for inflation), (ii) the last day of the fiscal year following the fifth anniversary of this offering, (iii) the date on which we have, during the previous three-year period, issued more than $1 billion in non-convertible debt, or (iv) the date on which we are deemed a "large accelerated filer" under the Securities and Exchange Act of 1934, as amended, or the Exchange Act. For so long as we remain an "emerging growth company" as defined in the JOBS Act, we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies" including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a non-binding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved.

Under the JOBS Act, emerging growth companies can also delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have irrevocably elected not to avail ourselves of this exemption and, therefore, will be subject to the same new or revised accounting standards at the same time as other public companies that are not emerging growth companies.

We cannot predict whether investors will find our common stock less attractive because we rely on some of the exemptions available to us under the JOBS Act. If investors find our common stock less attractive as a result, the trading market for our common stock may be less active and our stock price may be more volatile. If we avail ourselves of certain exemptions from various reporting requirements, our reduced disclosure may make it more difficult for investors and securities analysts to evaluate us and may result in less investor confidence.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus, including the sections entitled "Important Introductory Information," "Prospectus Summary," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and "Business," contains forward-looking statements within the meaning of the federal securities laws. These statements relate to anticipated future events, future results of operations or future financial performance. In some cases, you can identify forward-looking statements by terminology such as "may," "might," "will," "should," "intends," "expects," "plans," "goals," "projects," "anticipates," "believes," "estimates," "predicts," "potential," or "continue" or the negative of these terms or other comparable terminology. These forward-looking statements include, but are not limited to:

- Our ability to manage our growth;
- Our ability effectively to manage the businesses of the Target Companies, to create synergies among the businesses, and to leverage these synergies to achieve our business objective of creating a developmental league for the MMA industry;
- Our ability to compete with other regional MMA promotions for top ranked professional MMA fighters and for television and other content distribution arrangements;
- Sustained growth in the popularity of MMA among fans;
- Our ability to protect or enforce our intellectual property rights; and
- Other factors discussed elsewhere in this prospectus.

These forward-looking statements are only predictions, are uncertain and involve substantial known and unknown risks, uncertainties and other factors which may cause our (or our industry's) actual results, levels of activity or performance to be materially different from any future results, levels of activity or performance expressed or implied by these forward-looking statements. The "Risk Factors" section of this prospectus sets forth detailed risks, uncertainties and cautionary statements regarding our business and these forward-looking statements. Moreover, we operate in a changing regulatory environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all of the risks and uncertainties that could have an impact on the forward-looking statements contained in this prospectus.

We cannot guarantee future results, levels of activity or performance. You should not place undue reliance on these forward-looking statements, which speak only as of the date of this prospectus. These cautionary statements should be considered with any written or oral forward-looking statements that we may issue in the future. Except as required by applicable law, including the securities laws of the U.S., we do not intend to update any of the forward-looking statements to conform these statements to reflect actual results, later events or circumstances or to reflect the occurrence of unanticipated events. Other than with respect to the acquisition of the Target Companies, our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or other investments or strategic transactions we may engage in.

USE OF PROCEEDS

Based on an estimated initial public offering price of $4.50 per share, we estimate that the net proceeds from this offering, after deducting underwriting commissions and expenses payable by us and other offering expenses payable by us, will be approximately $4,275,503 million if we sell a minimum of 1,111,111 shares and approximately $7,080,805 million if we sell all 1,777,778 shares of our common stock in this offering. However, this is a best efforts offering and there is no assurance that we will sell any shares or receive any proceeds.

We intend to use the net proceeds of this offering to fund the cash portion of the purchase price for the Target Companies in the amount of approximately $1.6 million, and to repay indebtedness in the aggregate amount of approximately $353,450 due to Ivy Equity Investors, LLC, an affiliate of our founder and a member of our Board of Directors, Joseph Gamberale, bearing interest at a rate of 6% per annum and maturing in September 2016, which was used to finance expenses of this offering as well working capital. We will use the remaining proceeds for working capital and other general corporate purposes, including the expansion of our sales and marketing team, and the enhancement of technology and equipment at GFL. In addition, we may also use a portion of the net proceeds for the acquisition of or investment in the businesses or assets of other regional MMA promotion companies that we believe are complementary to our present business. Other than with respect to the Target Companies, we have not entered into any agreement or commitment with respect to any acquisitions or investments.

Except as described above, we have not allocated any specific portion of the net proceeds to any particular purpose, and our management will have the discretion to allocate the proceeds as it determines. Furthermore, the amount and timing of our actual expenditures will depend on numerous factors, including the cash used in or generated by our operations, the pace of the integration of the Target Companies' businesses, the level of our sales and marketing activities and the attractiveness of any additional acquisitions or investments. Until we use the proceeds from this offering as described above, we plan to invest such proceeds in highly liquid short-term interest-bearing obligations, investment grade investments, certificates of deposit or direct or guaranteed obligations of the U.S. government.

DIVIDEND POLICY

We have never declared or paid cash dividends on our common stock. We currently intend to retain any future earnings and do not expect to pay any dividends in the foreseeable future. Any determination to pay dividends in the future will be at the discretion of our Board of Directors and will be dependent on a number of factors, including our earnings, capital requirements, our overall financial condition and other factors that our Board of Directors considers relevant.

CAPITALIZATION

The following table sets forth our cash and our capitalization as of December 31, 2015:

- On an actual basis; and
- On a pro forma as adjusted basis after giving effect to:

- the sale of a minimum of 1,111,111 shares of our common stock in this offering at an estimated initial public offering price of $4.50 per share and our receipt of the estimated $4,275,503 million in net proceeds from this offering, after deducting underwriting commissions and estimated offering expenses payable by us;

- the sale of all 1,777,778 shares of our common stock in this offering at an estimated initial public offering price of $4.50 per share and our receipt of the estimated $7,080,805 million in net proceeds from this offering, after deducting underwriting commissions and estimated offering expenses payable by us; and

- the planned acquisitions of the Target Companies.

	As of December 31, 2015		
	Actual	Pro Forma As Adjusted Minimum	Pro Forma As Adjusted Maximum
	(In thousands, except share information)		
Cash and cash equivalents	$ -	2,701	5,506
Notes payable, affiliates	353	-	-
Contingent liability			
Earn-out provisions of respective Target Companies at closing.	-	716	716
Stockholders' Equity			
Preferred Stock, $0.001 par value; 5,000,000 shares authorized and no shares issued and outstanding actual or as adjusted Common stock, $0.001 par value, authorized 45,000,000 shares, 5,289,136 shares issued and outstanding, actual; authorized 45,000,000 shares, 7,777,778 and 8,444,445 shares issued and outstanding, pro forma as adjusted - minimum and pro forma as adjusted - maximum, respectively (1)	5	8	8
Accumulated (deficit)	(386)	(662)	(662)
Additional paid-in-capital	-	9,809	12,613
Total Stockholders' (deficit) equity	(381)	9,155	11,959
Total Capitalization	$ **(28)**	**9,871**	**12,675**

(1) The number of shares of common stock to be outstanding after this offering includes 1,333,086 shares of common stock to be issued to the equity holders of the respective Target Companies and 44,444 shares of common stock to be issued to equity holders of Hoss which is not a considered Business Combination for pro forma purposes (per provisions of Rule 3-05 of Regulation S-X) upon the closing of the offering.

The number of shares does not give effect to:

- 825,000 shares of common stock available for issuance under the 2016 Equity Incentive Plan; and

- between 111,111 shares (assuming the minimum offering is completed) and 177,778 shares (assuming the maximum offering is completed) of common stock issuable upon the exercise of the warrants issued to the underwriter.

DILUTION

Purchasers of our common stock in this offering will experience an immediate dilution of net tangible book value per share from the initial public offering price. Dilution in net tangible book value per share represents the difference between the amount per share paid by the purchasers of shares of common stock and the net tangible book value per share immediately after this offering.

As of December 31, 2015, our pro forma combined net tangible book value before the offering was $(381,167), or $(0.0721) per share of common stock. Net tangible book value per share represents our total tangible assets, less our total liabilities, divided by the number of outstanding shares of our common stock.

Dilution represents the difference between the amount per share paid by purchasers in this offering and the pro forma net tangible book value per share of common stock after the offering. After giving effect to the sale of 1,111,111 shares of common stock (minimum) and 1,777,778 shares of common stock (maximum) in this offering at an estimated offering price of $4.50 per share, and after deducting underwriting commissions and estimated offering expenses payable by us, our pro forma net tangible book value would have been $0.3226 (minimum) and $0.6294 (maximum) per share. This represents an immediate increase in pro forma net tangible book value of 0.3947 (minimum) and $0.7014 (maximum) per share to our existing stockholders and immediate dilution of $4.1774 (minimum) and $3.8706 (maximum) per share to new investors purchasing shares at the proposed public offering price.

The following table illustrates the dilution in pro forma net tangible book value per share to new investors as of December 31, 2015:

	Minimum	Maximum
Assumed initial public offering price per share	$ 4.5000	$ 4.5000
Net tangible book value per share at December 31, 2015 *	$ (0.0721)	$ (0.0721)
Increase in tangible book value per share to the existing stockholders attributable to this offering	$ 0.3947	$ 0.7014
Adjusted net tangible book value per share after this offering	$ 0.3226	$ 0.6294
Dilution in net tangible book value per share to new investors	$ 4.1774	$ 3.8706

* Including adjustments for the acquisition of the Target Companies.

The following tables set forth, as of the date of this prospectus, the number of shares of common stock purchased from us, the total consideration paid to us and the average price per share paid by the existing holders of our common stock and the price to be paid by new investors at an estimated public offering price of $4.50 per share.

Minimum Offering

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	%	
Existing Stockholders before this offering	5,289,136	82.6	$ 5,289	0.1	$ 0.00
New Investors	1,111,111	17.4	$ 5,000,000	99.9	$ 4.50
	6,400,247	100.0	$ 5,005,289	100.0	

Maximum Offering

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	%	
Existing Stockholders before this offering	5,289,136	74.8	$ 5,289	0.1	$ 0.00
New Investors	1,777,778	25.2	$ 8,000,000	99.9	$ 4.50
	7,066,914	100.0	$ 8,005,289	100.0	

The outstanding share information in the tables above under "Existing Stockholders before this offering" is based on 5,289,136 shares of our common stock outstanding as of December 31, 2015, and excludes:

(i) 1,377,531 shares of common stock to be issued to Target Companies upon the closing of this offering;

(ii) 159,198 shares of common stock reserved as contingent consideration to be issued to Target Companies upon the achievement of certain Earn-Out provisions; and

(iii) 825,000 shares of common stock to be reserved for issuance under our 2016 Equity Incentive Plan.

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

We prepared the following unaudited pro forma condensed combined financial statements by applying certain pro forma adjustments to the historical combined financial statements of Alliance. The pro forma adjustments give effect to the following transactions (the "Transactions"):

- Our planned acquisition of the assets of CFFC Promotions, LLC ("CFFC");
- Our planned acquisition of the assets of Hoosier Fight Club Promotions, LLC ("Hoosier Fight Club" or "HFC");
- Our planned acquisition of the assets of Punch Drunk, Inc. d/b/a COmbat GAmes MMA ("COGA");
- Our planned acquisition of the assets of Bang Time Entertainment, LLC d/b/a Shogun Fights ("Shogun");
- Our planned acquisition of the assets of V3, LLC ("V3 Fights");
- Our planned merger with Go Fight Net, Inc. ("GoFightLive" or "GFL");
- Our planned acquisition of the assets of CageTix, LLC ("CageTix");
- The estimated net proceeds from our initial public offering and the application of the estimated proceeds therefrom.

The unaudited pro forma condensed combined statements of operations for the year ended December 31, 2015 give effect to the Transactions as if each of them had occurred on January 1, 2015. The unaudited pro forma condensed combined balance sheet as of December 31, 2015 gives effect to the Transactions as if each of them had occurred on December 31, 2015.

These pro forma condensed combined financial statements include adjustments for our planned acquisitions because we believe each of these acquisitions are probable under the standards of Rule 3-05 of Regulation S-X. We determined that each acquisition shown involved the acquisition of a business, considering the guidance in Rule 11-01 (d) of Regulation S-X, and individually as well as in aggregate met the significance test of Rule 3-05 of Regulation S-X. The acquisitions of certain assets of Louis Neglia and Hoss related to copyrights in the Ring of Combat and CFFC MMA and kickboxing fight video libraries did not, individually or in aggregate, meet the significance test in Rule 3-05 of Regulation S-X and are therefore not included in the pro forma condensed combined financial statements.

The historical financial statements of Alliance, and each of the businesses whose acquisition is planned appear elsewhere in this prospectus.

We have based the pro forma adjustments upon available information and certain assumptions that we believe are reasonable under the circumstances. We describe in greater detail the assumptions underlying the pro forma adjustments in the accompanying notes, which you should read in conjunction with these unaudited pro forma condensed combined financial statements. In many cases, we based these assumptions on preliminary information and estimates. The actual adjustments to our audited consolidated financial statements will depend upon a number of factors and additional information that will be available on or after the closing date of our initial public offering. Accordingly, the actual adjustments that will appear in our financial statements will differ from these pro forma adjustments, and those differences may be material.

We account for our proposed acquisitions, including our merger with GFL, using the acquisition method of accounting for business combinations under GAAP, with Alliance being considered the acquiring entity. Under the acquisition method of accounting, the total consideration paid is allocated to an acquired company's tangible and intangible assets, net of liabilities, based on their estimated fair values as of the acquisition date. We have not completed the acquisition of the Target Companies and therefore the estimated purchase price and fair value of the Target Companies' assets to be acquired and liabilities assumed is preliminary. Once we complete our final valuation processes for our planned acquisitions, we may report changes to the value of the assets acquired and liabilities assumed, as well as the amount of goodwill, and those changes could differ materially from what we present herein.

We provide these unaudited pro forma condensed combined financial statements for informational purposes only. These unaudited pro forma condensed combined financial statements do not purport to represent what our results of operations or financial condition would have been had the Transactions actually occurred on the assumed dates, nor do they purport to project our results of operations or financial condition for any future period or future date. You should read these unaudited pro forma condensed combined financial statements in conjunction with "Capitalization," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and the historical financial statements, including the related notes thereto, appearing elsewhere in this prospectus.

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
For the period commencing January 1, 2015 to December 31, 2015

	Actual Targeted Acquisitions											
	Shogun	**CageTix**	**CFFC**	**GFL**	**HFC**	**COGA**	**V3 Fights**	**Target Acquisitions Subtotal**	**Alliance MMA**	**Total Condensed Combined Results**	**Pro Forma Adjusting Entries**	**Pro Forma Condensed Combined Results**
Revenue	$ 538	$ 72	$ 709	$ 496	$ 172	$ 285	$ 160	$ 2,432	$ -	$ 2,432	$ -	$ 2,432
Cost of revenues	372	0	534	318	115	111	123	1,573	-	1,573	-	1,573
Gross profit	166	72	175	178	57	174	37	859	-	859	-	859
Operating expenses												
General and administrative expenses	24	34	107	170	8	127	36	506	42	548	-	548
Professional and consulting fees	27	0	49	24	22	28	28	178	344	522	(311) *4(iii)*	211
Depreciation	1	-	3	36	0	9	-	49	-	49	-	49
Amortization	-	-	-	-	-	-	-	-	-	-	713 *4(iv)*	713
Total operating expenses	52	34	159	230	30	164	64	733	386	1,119	402	1,521
Net income (loss)	**$ 114**	**$ 38**	**$ 16**	**$ (52)**	**$ 27**	**$ 10**	**$ (27)**	**$ 126**	**$ (386)**	**$ (260)**	**$ (402)**	**$ (662)**
Weighted average common shares outstanding												**8,444**
Net loss per common share												$ (0.0784)

UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET
As of December 31, 2015
(in thousands)

	Actual Targeted Acquistions											Condensed Combined Pro Forma Results
	Shogun	CageTix	CFFC	GFL	HFC	COGA	V3 Fights	Target Acquisitions Subtotal	Actual Alliance MMA	Pro Forma Adjusting Entries		
Cash & cash equivalents	$ 12	$ 57	$ 5	$ 75	$ 8	$ 4	$ 3	$ 164	$ -	$ 5,342	*4(i)*	$ 5,506
Accounts receivable and other assets, net	6	-	11	-	3	-	-	20	25	(25)	*4(iii)*	20
Current assets	18	57	16	75	10	4	3	184	25	5,317		5,526
Property, plant and equipment, net	0	-	6	37		13	-	56	-	-		56
Intangible assets, net	-	-	-	-	-	-	-	-	-	2,854	*4(iv)*	2,854
Goodwill	-	-	-	-	-	-	-	-	-	4,554	*2*	4,554
Total assets	**18**	**57**	**22**	**112**	**10**	**17**	**3**	**240**	**25**	**12,725**		**12,990**
Accounts payable	18	62	24	20	9	24	33	190	-	-		190
Accrued expenses	-	20	-	-	-	-	18	38	53	-		91
Ticket tax payable	-	-	-	-	2	-	-	2	-	-		2
Deferred revenue	-	-	-	-	8	-	-	8	-	-		8
401K payable	-	-	-	24	-	-	-	24	-	-		24
Related party note payable - short term	-	-	67	-	-	-	-	67	353	(420)	*4(ii)*	-
Total current liabilities	18	82	91	44	19	24	51	329	406	(420)		315
Contingent earnout	-	-	-	-	-	-	-	-	-	716	*4(v)*	716
Total liabilities	18	82	91	44	19	24	51	329	406	296		1,031
Retained earnings /(deficit)	0	(25)	(69)	68	(8)	(7)	(48)	(89)	(386)	(187)		(662)
Common stock	-	-	-	-	-	-	-	-	5	3		8
Additional paid-in-capital	-	-	-	-	-	-	-	-	-	12,613	*2,4(i)*	12,613
Total stockholders' equity	0	(25)	(69)	68	(8)	(7)	(48)	(89)	(381)	12,429		11,959
Total Liabilities and Stockholders' Equity	**$ 18**	**$ 57**	**$ 22**	**$ 112**	**$ 11**	**$ 17**	**$ 3**	**$ 240**	**$ 25**	**$ 12,725**		**$ 12,990**

NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

Note 1 — Basis of presentation

The unaudited pro forma condensed combined balance sheet as of December 31, 2015, and the unaudited pro forma condensed combined statement of operations for the period commencing January 1, 2015 to December 31, 2015 are based on the historical financial statements of Alliance MMA, Inc. after giving effect to our planned acquisition of the Target Companies and the assumptions, reclassifications and adjustments described in the accompanying notes to the unaudited pro forma condensed combined financial information. The actual acquisitions of Target Companies will be concurrent with the date of effectiveness of the registration statement of which this prospectus forms a part.

We account for business combinations pursuant to Financial Accounting Standards Board ("FASB") Accounting Standards Codification (ASC) 805, *Business Combinations*. In accordance with ASC 805, Alliance uses its best estimates and assumptions to assign fair value to the tangible and intangible assets acquired and liabilities assumed at the acquisition date. Goodwill as of the acquisition date is measured as the excess of purchase consideration over the fair value of net tangible and identifiable intangible assets acquired.

The fair values assigned to Alliance's tangible assets acquired and liabilities assumed are based on management's estimates and assumptions. The estimated fair values of these assets acquired and liabilities assumed are considered preliminary and are based on the information and the account balances that were available as of December 31, 2015. We believe that the information provides a reasonable basis for estimating the fair values of assets acquired and liabilities assumed. We expect to finalize the valuation of the net tangible and intangible assets as soon as practicable, but not later than one year from the acquisition date.

The unaudited pro forma condensed combined financial information is not intended to represent or be indicative of our results of operations or financial position that would have been reported had the acquisitions been completed as of the date presented, and should not be taken as a representation of our future results of operations or financial position. The unaudited pro forma condensed combined financial information does not reflect any operating efficiencies and/or cost savings that we may achieve with respect to the combined businesses of the Target Companies or the media libraries of Hoss or Louis Neglia.

For purposes of these unaudited condensed combined pro forma statements of operations, the acquisitions of Target Companies are assumed to have occurred on January 1, 2015. The pro forma statement of operations for the year ended December 31, 2015 combined the results of Alliance and Target Companies for the period commencing on January 1, 2015 through December 31, 2015.

The unaudited pro forma condensed combined balance sheet as of December 31, 2015 is presented as if the Target Company acquisitions had occurred on December 31, 2015.

Note 2 – Preliminary purchase price allocation

The Company plans to acquire Target Companies concurrent with the date of effectiveness of the registration statement of which this prospectus forms a part. Upon the acquisitions, Alliance will issue the following cash and common shares to Target Company security holders, and will record a contingent liability related to specified earn outs.

In addition, concurrent with the date of the effectiveness of the registration statement, Alliance will acquire the historical MMA and kickboxing video libraries of Louis Neglia's Martial Arts Karate, Inc. and Hoss Productions, LLC. The purchase price for the copyrights in the MMA video libraries Alliance is purchasing from Louis Neglia and Hoss totals $455,000 of which $200,000 is payable in common stock and the remainder in cash.

Target Company	Cash	Shares	Consideration paid	Contingent Consideration	Total Shares	Total Consideration
To Shogun members	$ 250,000	111,111	$ 750,000	$ 174,219	149,826	$ 924,219
To CageTix members	$ 150,000	38,889	$ 325,000	$ 75,621	55,694	$ 400,621
To CFFC Promotions members	$ 235,000	470,000	$ 2,350,000	$ 184,632	511,029	$ 2,534,632
To GFL members	$ 450,000	419,753	$ 2,338,889	$ -	419,753	$ 2,338,889
To HFC members	$ 120,000	106,667	$ 600,000	$ 60,170	120,038	$ 660,170
To COGA members	$ 80,000	75,556	$ 420,000	$ 182,890	116,198	$ 602,890
To V3 Fights members	$ 100,000	111,111	$ 600,000	$ 38,862	119,747	$ 638,862
Total Targets Companies	$ 1,385,000	1,333,087	$ 7,383,889	$ 716,394	1,492,285	$ 8,100,283
To Hoss members	$ 100,000	44,444	$ 300,000	$ -	44,444	$ 300,000
To Louis Neglia members	$ 155,000	-	$ 155,000	$ -	-	$ 155,000
Total Target Assets	$ 255,000	44,444	$ 455,000	$ -	44,444	$ 455,000
Total	$ 1,640,000	1,377,531	$ 7,838,889	$ 716,394	1,536,729	$ 8,555,283

The consideration paid was calculated based on an estimated offering price of $4.50 per share.

Under acquisition accounting, we recognize the assets and liabilities acquired at their fair value on the acquisition date, with any excess in purchase price over these values being allocated to identifiable intangible assets and goodwill.

The asset purchase agreements and agreement for planned merger for these Target Companies include the purchase of certain tangible assets and assumption of certain liabilities. We believe that due to the short-term nature of many of the assets acquired that their carrying values, as included in the historical financial statements of the entities, approximate their respective fair values. In addition, we have assigned value to those intangible assets related to customer relationships and contracts, select employment arrangements and non-compete agreements, intellectual property rights to video libraries, as well as the trademarks and trade names of each promotional company acquired. The goodwill recognized for these acquisitions is primarily related to synergies with our combined businesses and assembled workforce.

The following table reflects the preliminary allocation of the purchase price for Target Companies to the identifiable assets, liabilities assumed and pro forma intangible assets and goodwill:

	Total	Shogun	CageTix	CFFC	GFL	HFC	COGA	V3 Fights
Cash and equivalents	$ 163,850	$ 11,842	$ 57,334	$ 6,006	$ 74,532	$ 7,610	$ 3,829	$ 2,697
Accounts receivable, net	19,495	6,000	-	10,500	-	2,995	-	-
Property and equipment, net	56,529	142	-	5,807	37,037	534	13,009	-
Intangible assets, net	3,567,065	52,500	382,911	397,500	2,044,154	196,875	352,500	140,625
Goodwill, net	4,553,561	871,235	42,546	2,138,469	227,128	470,841	257,237	546,105
Total identifiable assets	8,360,500	941,719	482,791	2,558,282	2,382,851	678,855	626,575	689,427
Accounts payable and accrued expenses	260,217	17,500	82,170	90,650	43,962	18,685	23,685	50,565
Total identifiable liabilities	260,217	17,500	82,170	90,650	43,962	18,685	23,685	50,565
Total purchase price	$ 8,100,283	$ 924,219	$ 400,621	$ 2,467,632	$ 2,338,889	$ 660,170	$ 602,890	$ 638,862

The unaudited pro forma condensed combined financial information includes various assumptions, including those related to the preliminary purchase price allocation of the assets acquired and liabilities assumed of Target Companies based on management's best estimates of fair value. The final purchase price allocation may vary based on final appraisals, valuations and analyses of the fair value of the acquired assets and assumed liabilities. Accordingly, the pro forma adjustments are preliminary and have been made solely for illustrative purposes.

Note 3 – Identifiable intangible assets

We based our preliminary estimates of each intangible asset type/category that we expect to recognize as part of the planned acquisitions on the nature of the businesses and the contracts that we have entered into with the sellers. Our targeted acquisitions bring value to our business platform through their exceptional reputations as premier mix martial arts promotional companies. As such, customer contracts and relationships, select employment arrangements and non-compete agreements, as well as the intellectual property rights of video libraries compose the significant majority of intangible assets for these types of businesses. In addition, we have acquired the trademarks and trade names of these targeted companies, and we will continue doing business under these names, which have registered trademarks and are defensible.

We based the preliminary estimated useful lives of these intangible assets on the basis of each assets contribution to our business platform and growth strategy. However, all of these estimates are preliminary, as we have not completed these acquisitions or analyzed all the facts surrounding the businesses to be acquired and therefore have not been able to finalize the accounting for these transactions.

The figures set forth below reflect the preliminary fair value of intangible assets of the businesses we plan to acquire, and their estimated useful lives. All preliminary estimates for the fair value of intangibles will be refined once the offering is completed and the final valuations are ascribed each intangible asset.

	Total	Sho Gun	CageTix	CFFC	GFL	HFC	COGA	V3 Fights	Estimated Useful Life
Video library, intellecutal property	$ 3,567	$ 52	$ 383	$ 398	$ 2,044	$ 197	$ 352	$ 141	5 years
Total intangible assets	$ 3,567	$ 52	$ 383	$ 398	$ 2,044	$ 197	$ 352	$ 141	

Note 4 – Pro forma adjustments

The pro forma adjustments are based on our preliminary estimates and assumptions that are subject to change. The following adjustments have been reflected in the unaudited pro forma condensed combined financial information:

i. **Net proceeds from IPO**. Reflects the issuance of 1,777,778 common shares (maximum offering) at the price of our common stock sold in this offering (currently assumed at $4.50 per share), less offering expenses attributable to the registration filing totaling approximately $919,000. We expect our net proceeds for this offering will approximate $7,080,805. We anticipate that these proceeds will be further reduced by the cash portion paid our Target Companies at the closing of our IPO and repayment of an outstanding note payable to Ivy Capital in the amount of $353,450.

Total cash component of our acquisitions accounted for as Business Combination per Rule 3-05 of Regulation S-X is estimated at $1,385,000.

ii. **Elimination of Assets/Liabilities not acquired**. We have adjusted the unaudited pro forma condensed combined statements of operations and balance sheet for the period ended December 31, 2015 to eliminate nonrecurring expenditures and those assets and liabilities not purchased or assumed by Alliance from Target Companies per terms of their respective purchase agreements. The following liabilities were excluded:

	Period ended December 31, 2015	
Liabilities excluded from Target purchases	CFFC	Total
Short-term note payable	$ 67,000	$ 67,000

iii. **Note Payable and expenses directly attributable to the Transaction**. In February 2015, Alliance entered into a loan agreement with Ivy Equity Investors, LLC, pursuant to which Ivy would advance up to $500,000 to satisfy the company's startup expenses, including professional fees incurred with this offering and expenses incident to Target acquisitions.

This loan is evidenced by an unsecured promissory note which bears interest at the rate of 6% per annum. The principal amount owing under the note as of December 31, 2015 was $353,450. The note matures on the earlier of the closing of the offering made by this prospectus or January 1, 2017. We anticipate paying off the note in full at the closing of the offering from the net proceeds available to us. As such, for pro forma purposes, the Note was reflected as being paid at closing of the IPO and paid in full. Additionally, the actual expenses incurred related to the Offering totaled $25,000 as of December 31, 2015 and were reclassified from capitalized offering expenses and $310,929 of professional and consulting fees were directly related to the acquisition of prospective targets and have been removed from the pro forma results.

iv. **Amortization of intangible assets**. We amortize intangible assets over their estimated useful lives. We based the estimated useful lives of acquired intangible assets on the amount and timing in which we expect to receive an economic benefit. We assigned these intangible assets a useful life of 5 years based upon a number of factors, including contractual agreements, estimated production hours available on video libraries and economic factors pertaining to the combined companies.

The estimates of fair value and weighted-average useful lives could be impacted by a variety of factors including legal, regulatory, contractual, competitive, economic or other factors. Increased knowledge about these factors could result in a change to the estimate fair value of these intangible assets and/or the weighted-average useful lives from what we have assumed in these unaudited pro forma condensed combined financial statements. In addition, the combined effect of any such changes could result in a significant increase or decrease to the related amortization expense estimates.

The amortization of intangible assets of our planned acquisitions shown below, assumes that the assets were acquired on January 1, 2015 and amortized over the period associated with each statement of operations.

Video Media Libraries	Basis	Useful Life	Amortization	Net Balance
CFFC	$ 397,500	5 yrs	$ 79,500	$ 318,000
COGA	352,500	5 yrs	70,500	282,000
CageTix	382,911	5 yrs	76,582	306,329
GFL	2,044,154	5 yrs	408,831	1,635,323
HFC	196,875	5 yrs	39,375	157,500
V3 Fights	140,625	5 yrs	28,125	112,500
Shogun	52,500	5 yrs	10,500	42,000
Total Value of Media Libraries	$ 3,567,065		$ 713,413	$ 2,853,652

v. **Contingent Consideration**. With respect to the consideration paid each of the Target Companies, we expect an upward adjustment in the form of an "earn-out". Per the terms of each respective Sale Agreement, Target shareholders are eligible to receive additional consideration equivalent to 7 times the increase in their 2015 base line gross profit on a dollar for dollar basis for the year following the closing of the offering.

Management anticipates that each Target will exceed their gross profit thresholds, earmarking a weighted average increase of 15% for the Targets on a combined basis. This estimate was prepared based on our overall growth strategy and anticipating an average increase between our Targeted Companies of 10-30%. As such, management estimates that an additional $716,394 may be paid to Targets in the form of common stock upon the achievement of such milestones.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with the "Unaudited Pro Forma Condensed Combined Financial Information" and the consolidated historical and pro forma financial statements and the related notes thereto included in this prospectus. In addition to historical information, this discussion contains forward-looking statements that involve risks, uncertainties and assumptions that could cause actual results to differ materially from management's expectations. Factors that could cause such differences are discussed in "Special Note Regarding Forward-Looking Statements" and "Risk Factors." We assume no obligation to update any of these forward-looking statements.

Business Overview

Alliance MMA, Inc. was incorporated in the state of Delaware on February 12, 2016 for the purpose of acquiring businesses that engage in the promotion of mixed martial arts, or MMA, events. Through our acquisition of the Target Companies, Alliance has created a regional venue for the development and showcasing of professional MMA fighters. We intend to operate as a "feeder" organization by which our fighters will advance to the Ultimate Fighting Championship, or UFC, and other premier MMA organizations. Our operations are centered on three primary business segments: live MMA event promotions, MMA content distribution, and sponsorships and promotion.

Results of Operations

The following table sets forth our unaudited condensed combined results of operations for the years ending December 31, 2014 and 2015, respectively, both in absolute terms and as a percentage of revenue.

	Year ended December 31			
	2015	2015	2014	2014
Net revenue	$ 2,432,898	100.0%	$ 2,349,446	100.0%
Cost of revenue	1,572,972	64.7%	1,635,630	69.6%
Gross profit	859,926	35.3%	713,816	30.4%
Operating expenses				
General and administrative	548,644	22.6%	429,515	18.3%
Professional and consulting	521,890	21.5%	36,039	1.5%
Depreciation	49,023	2.0%	46,068	2.0%
Total operating expenses	1,119,557	46.0%	511,622	21.8%
Net (loss) income	$ (259,631)	(10.7)%	$ 202,194	8.6%

Revenue

Our revenue in 2015 was $2,432,898, a 3.6% increase from our revenue of $2,349,446 during 2014. Traditionally, our regional MMA promotions, on a stand-alone basis, run a combined 50-60 events annually. We expect revenues to increase at a greater rate year-to-year as we increase the number of events and introduce opportunities such as national sponsorships, “in-cage” marketing and branding, television programing and access to international video content distribution.

Currently, three types of revenue streams are generated by our three primary business segments:

- **Live MMA Event Promotions.** We generate revenue from ticket sales to our live promotions hosted at casinos and various event venues.
- **MMA Content Distribution**. We distribute original content on television, cable networks, pay-per-view broadcasts, and over the Internet, in the United States and through international distribution agreements.
- **Sponsorships and Promotions**. We seek corporate and other sponsorships for our live MMA events and televised productions and related advertising and promotional opportunities.

In 2015, approximately $1.7 million (71%) of our revenue was derived from live promotions, $0.5million (20%) from content distribution and $0.2 million (9%) from sponsorships, promotions and other sales.

Cost of Revenues/Gross Profit

The following table sets forth a breakdown of our cost of sales and gross profit for the fiscal years ending December 31, 2014 and 2015, respectively.

	Years ended December 31		Change	
	2015	2014	Amount	%
Net revenue	$ 2,432,898	$ 2,349,446	$ 83,452	3.55%
Cost of revenues	1,572,972	1,635,630	(62,658)	(3.8)%
Gross profit	$ 859,926	$ 713,816	$ 146,110	20.47%

Our cost of revenues consists of all costs associated with running and distributing our MMA events and content including but not limited to venue and site fees, fighter compensation (“purses”), ticket sales, video production and content distribution, merchandise and promotional costs associated with our live events. Year on year, costs associated with generating revenues have remained relatively flat, decreasing slightly from 2014 to 2015 by $62,658 or 3.8%. On a combined basis, our gross profit over the 2014 - 2015 period averaged approximately 33%.

Operating Expenses

The following table sets forth a breakdown of our operating expenses for the fiscal years ending December 31, 2014 and 2015, respectively.

	Years ended December 31		Change	
	2015	2014	Amount	%
General and administrative	$ 548,644	$ 429,515	$ 119,129	27.74%
Professional and consulting	521,890	36,039	485,851	1348.13%
Depreciation	49,023	46,068	2,955	6.41%
Total operating expenses	$ 1,119,557	$ 511,622	$ 607,935	118.83%

For the year ended December 31, 2015, our operating expenses were $1,119,557, as compared with operating expenses of $511,622 in 2014, an increase of 118.83%. This increase is attributable primarily to legal, accounting and other professional services that were required for the acquisition of the Target Companies and the commencement of this offering incurred by Alliance MMA in the amount of approximately $336,000 ($25,000 directly related to offering expenses incurred for this offering which have been capitalized, and $311,000 related to professional expenses related to consulting, accounting and legal services associated with the diligence and acquisition of prospective target companies.) While we don't expect these expenses to recur, we do anticipate that our general and administrative expenses as a whole will increase as we expend funds on marketing and other initiatives that are intended to drive revenues. In addition, we will incur costs as a public company, including increased legal fees, accounting fees, and investor relations expenses, that were not borne by the Target Companies prior to the acquisition.

General and Administrative Expenses

General and administrative expenses consist primarily of employee-related costs, including compensation, benefits, travel and insurance, as well as selling and marketing expenses for regional MMA events. For the year ended December 31, 2015, our general and administrative expenses increased by 27.74%, primarily as a result of increased expenses associated with Go Fight Net (increase of $15,000 related to increased employee compensation and benefits expenses); CageTix (increase of $24,000 related to increased accounting and audit related services); Punch Drunk (increase of $47,00 related to increase employee compensation and benefits, and travel related expenses) and Alliance MMA (increase of $42,000 directly related to travel, marketing and web development expenses).

Professional and Consulting Expenses.

Our professional and consulting expenses relate primarily to accounting and tax-related expenses for each regional MMA promotion. During 2015, Alliance MMA incurred approximately $336,000 in expenses related to its IPO offering and structuring and negotiating acquisitions with the Target Companies. This amount accounted for approximately 66% of the increase in professional and consulting expenses in 2015 which, as noted above, are not expected to be recurring.

Depreciation Expense.

We depreciate our assets using the straight-line method over the estimated lives of the assets ranging from three to five years. Depreciation for vehicles, general office equipment, computers and production equipment is calculated over three years, while video library equipment is depreciated over five years.

Liquidity/Capital Resources

The following table summarizes our cash flows for the periods presented.

	2015	2014
Net cash (used in) provided by operating activities	$ (16,263)	$ 308,621
Net cash (used in) investing activities	-	(49,224)
Net cash provided by (used in) financing activities	41,395	(200,393)
Net increase in cash	25,132	59,004
Cash at beginning of year	138,718	79,714
Cash at end of year	$ 163,850	$ 138,718

We intend to finance our business operations using the proceeds of this offering, cash on hand and cash provided by our operating activities. While the Company's profit/loss in 2014 and 2015, respectively, was close to break even, our expenses may increase more quickly than our revenues as we execute our business plan to acquire additional regional MMA promotion companies, increase our marketing expenditures and hire additional employees. If we begin to operate at a material loss, we will have to fund that loss out of cash on hand, consisting primarily of the net proceeds of this offering. In the event that we sell the maximum number of shares of our common stock in this offering and taking into consideration the acquisitions of Target Companies and assets related to video libraries, we will have working capital of approximately $5.2 million. If we sell only the minimum number of shares, our working capital will be approximately $2.4 million. We believe that, whether we sell the minimum or the maximum number of shares, we will have sufficient working capital for the foreseeable future.

Critical Accounting Policies and Estimates

We prepare our financial statements in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires us to make estimates and assumptions about future events, and apply judgments that affect the reported amounts of assets, liabilities, revenue, expense and related disclosures. We base our estimates, assumptions and judgments on historical experience, current trends and various other factors that we believe to be reasonable under the circumstances. On a regular basis, we review our accounting policies, estimates, assumptions and judgments to ensure that our financial statements are presented fairly and in accordance with GAAP. However, because future events and their effects cannot be determined with certainty, actual results could differ from those anticipated on the basis of our assumptions and estimates, and such differences could be material.

Our significant accounting policies are described in Note 1 to our audited financial statements included in this prospectus, and, of those policies, we believe that the accounting policies discussed below involve the greatest degree of complexity and exercise of judgment by our management. The methods, estimates and judgments that we use in applying our accounting policies have a significant impact on our results of operations. Accordingly, we believe the policies described below are the most critical for understanding and evaluating our financial condition and results of operations.

Business Combinations

We account for our business combinations, including the acquisition of the businesses of the respective Target Companies, under the provisions of ASC 805-10, Business Combinations (ASC 805-10), which requires that the purchase method of accounting be used for all business combinations. We have concluded that each of the businesses that are being acquired in connection with this offering, with the exception of the video libraries of Hoss Promotions, LLC and Ring of Combat, constitute a business in accordance with ASC 805-10-55.

We record assets acquired and liabilities assumed at their respective fair values as of the date of acquisition/assumption. ASC 805-10 specifies criteria that intangible assets acquired in a business combination must meet to be recognized and reported apart from goodwill. Goodwill represents the amount by which purchase price for a business exceeds the fair value of the tangible net assets and intangible assets acquired. We recognize acquisition-related expenses separately from the business combinations and expense these amounts as they are incurred. If a business combination provides for contingent consideration, such as the earn-out portion of the purchase price being paid to each Target Company, we record the contingent consideration at fair value as of the acquisition date, and adjust our earnings to the extent of changes in that fair value following the acquisition date. Changes in deferred tax asset valuation allowances and income tax uncertainties after the measurement period will affect income tax expense.

Impairment of Long-Lived Assets and Goodwill

We record intangible assets, including video libraries, customer relationships and the value of agreements not to compete arising from our various acquisitions, at cost less accumulated amortization, and we amortize such assets using a method which reflects the pattern in which the economic benefit of the asset is utilized, which has been estimated to be three to five years. For intangible assets subject to amortization, impairment is recognized if the carrying amount is not recoverable and the carrying amount exceeds the fair value of the intangible asset.

We expect to record goodwill in connection with the acquisition of the businesses of the Target Companies. The goodwill generated by those acquisitions will be evaluated at least annually, or whenever events or circumstances indicate that impairment may have occurred. There are many assumptions and estimates that directly impact the results of impairment testing, including an estimate of future expected revenues, earnings and cash flows, and discount rates applied to such expected cash flows in order to estimate fair value. We have the ability to influence the outcome and ultimate results based on the assumptions and estimates we choose for testing. To mitigate undue influence, we will set criteria that are reviewed and approved by senior management. The determination of whether or not goodwill or acquired intangible assets have become impaired involves a significant level of judgment in the assumptions underlying the approach used to determine the value of our reporting unit. Changes in our strategy or market conditions could significantly impact these judgments and require adjustments to recorded amounts of intangible assets.

BUSINESS

Industry Overview

In less than a quarter century, modern day Mixed Martial Arts has gone from a pariah banned in most U.S. states to an international sports phenomenon that many believe will be an Olympic event within the next two decades. MMA is widely regarded as the fastest growing sport in the United States and throughout the world. As it is practiced today, MMA evolved directly from a Brazilian combat sport known as *vale tudo*, Portuguese for ‘anything goes’, which was popular in the 1920’s. MMA is a full contact sport that permits fighters to use techniques from both striking and grappling martial arts such as Boxing, Wrestling, Taekwondo, Karate, Brazilian jiu-jitsu, Muay Thai, and Judo. The “MMA Industry” generates revenues by promoting live MMA bouts, Pay-Per-View, video-on-demand and televised MMA event programming, merchandise, event and fighter sponsorships, and the monetization of MMA-related intellectual property royalties.

The MMA industry in its current form traces its origins to the founding of the Ultimate Fighting Championship ("UFC") in 1993. Initially, the UFC struggled to gain acceptance from the mainstream media perception that the sport is excessively violent. Politicians including Senator John McCain of Arizona and New York state assemblyman Bob Reilly led the charge to ban MMA competitions from cable television. When their cable contracts were terminated in 1997, MMA events survived underground through internet and word of mouth promotions until their organizers agreed to a change of rules that allowed the Nevada State Athletic Commission and the New Jersey State Athletic Control Board to sanction the competitions in 2001. In 2006 Johns Hopkins University Medical School commissioned study published in the *Journal of Sports Science and Medicine* concluded that the injury rate in sanctioned MMA events is comparable to other combat sports involving striking and that in fact there are lower knockout rates in MMA compared to boxing. According to a study from *The British Journal of Sports Medicine*, only 28 per cent of MMA bouts ended with a blow to the head, as most fights are decided by a tactical wrestling match where one opponent forces the other into submission.

Now regarded by some as a thinking person's sport where elite MMA athletes use terms such as "strategic combat" and "chess" to refer to MMA, the sport is legal and regulated in all 50 states. Interest and participation in the sport is growing at a rapid pace. There were over 1,160 professional and pro-am events held in the United States in 2014, and over 3,050 such events in 2015 according to the National MMA Registry, a proprietary database maintained by the Association of Boxing Commissions, a North American not for profit governmental entity professional boxing and Mixed Martial Arts organization that provides a framework for undertaking boxing and MMA bouts and record keeping. It is made up of members from state and tribal athletic commissions from the United States and Canada and beyond. According to the National MMA Registry, in 2015 there were a total of 15,105 professional MMA bouts and 12,190 amateur bouts.

The number of MMA fans worldwide is approximately 300 million, more than that of Major League Baseball's worldwide fan base. Since 2010, the UFC fan base has grown annually in excess of 30% per year. Led by the UFC in terms of prominence and market share, there are in excess of 600 domestic regional MMA promotion companies promoting approximately 40,000 male and female professional and amateur fighters according to Tapology.com, a leading online MMA forum. On an international basis the number of MMA promotions exceeds 1,025 with in excess of 90,000 professional and amateur MMA fighters In 2014, the UFC's annual revenues were approximately $483 million and increased to $522 million in 2015. This increase reflects a 64% increase in EBITDA and a 104% increase in Pay-Per-View revenue. Scarborough Sports Marketing's 2009 first-ever look at the sport found that MMA fans are 15% more likely than the average American adult to have a household income of at least $75,000 with 32% of MMA fans falling into the highly coveted 18-29 year old demographic. In terms of social media following, MMA fan activity on Facebook, Twitter and Instagram exceed the combined results for MLB, NHL and NASCAR. The UFC is currently televised live in 145 countries in over 880 million households in 28 languages.7 In terms Social Media fans, the UFC's total exceeds that of the NHL, NASCAR, and Major League Soccer combined.4 We believe that the UFC's recently launched Fight Pass subscription network has garnered close to 1 million subscribers5 in the first year of its launch. UFC annual pay-per-view totals exceed 3 million male viewers age 18-496 per year - a number that exceeds the average viewership of major college football matchups. In 2015, it was reported that the UFC sold approximately 7.75 million pay-per-view subscriptions for its 13 UFC events with two events exceeding 1 million buys.

Fueled in part by the notoriety of celebrity MMA athletes including Olympic medalist Rhonda Rousey, Irish sensation Conor McGregor and legends Anderson Silva, Jose Aldo and Chris Weidman among many others, UFC events appear before sell-out crowds routinely averaging 15,000 with several live gates exceeding 50,000. UFC 193 held in Melbourne Australia on November 14, 2015 which featured the championship bout between UFC Champion Rhonda Rousey and contender Holly Holm set a UFC attendance record of 56,214 with a live ticket gate of $6.8 million. UFC 193 set a UFC record for single-event attendance, toppling the 55,724 standard set by UFC 129. That show, on April 29, 2011 at Rogers Centre in Toronto, was headlined by then-welterweight champion Georges St-Pierre's successful title defense against Jake Shields. As of April 23, 2016, 357 UFC events have been held in 116 cities in 20 countries with the UFC presiding over approximately 3,653 matches.

Our Strategy

Our objective is to become the premier feeder organization to the UFC, Bellator MMA and other prestigious MMA promotions throughout the world. To achieve this objective, we intend to employ the following strategies:

Distributing our Original Content. We intend to leverage the existing MMA fight media libraries of the Target Companies, including the GFL media library which has over 10,000 hours of original fight content, to create programming that we will offer through the www.gfl.tv website as well as through other distribution arrangements. We believe there is value in this content that has not been monetized primarily due to the size and scope of the individual Target Company media libraries and the limited financial resources of the Target Companies on a stand-alone basis. When combined, however, our library is one of the largest MMA archives in existence and contains valuable footage of the determining bouts of many MMA stars from early in their professional careers. The UFC recognized the value in historic MMA content and recently launched the UFC Fight Pass subscription service with a basic subscription starting at $7.99 per month which is intended to complement its live event and pay-per-view business. Although in its infancy, reports indicate that the UFC Fight Pass service has been well received. We believe we will have similar success in monetizing our original and exclusive MMA content. We also intend to produce new, original live MMA programming created at our ongoing professional MMA events and monetize this content through domestic and international distribution arrangements. Several of the Target Companies have established live and delayed television arrangements on a variety of networks, including CBS Sports Network and Comcast Sports Net. We are in discussions with several major networks in anticipation of extending our broadcast footprint across a larger segment of the Target Company promotions.

Obtaining National Sponsorships. We are in discussions with several prominent brands that we intend to secure as national sponsors for our live promotion events. Presently, the Target Companies primarily rely upon local and regional sponsors for their live events, although several have established sponsorship and advertising arrangements with larger organizations such as Adidas, MHP, and Bud Light. We have engaged Knock Out Representation, an agency experienced in identifying, negotiating and procuring sponsorship agreements between mixed martial arts fighters and promotions and businesses wishing to sponsor fighters and mixed martial arts events and are working to increase sponsorship revenue at each Target Company event in anticipation of our acquisition of the Target Companies. We are also interviewing several prominent sports marketing and advertising firms with a view towards increasing or expanding existing regional sponsorship arrangements, in support of the Company's network of live MMA events on a national basis.

Increasing Profitability Through the CageTix Ticketing Platform. As is customary in the MMA industry, fighters appearing on an event fight card will sell a majority of the tickets sold for that event, an amount that routinely exceeds 70% of total live gate ticket sales. Referred to as "fighter consigned" tickets, they are generally sold in face-to-face cash transactions in an antiquated fashion. Often ticket proceeds are delivered to the regional MMA promoter on the day of the event, making forecasting and budgeting difficult. With the acquisition of CageTix, we intend to aggregate control of the ticketing sales chain by instituting the use of the CageTix platform across all the Target Companies. We believe this will allow us to increase our profit margin while at the same time capturing valuable demographic information concerning our customer base that will facilitate subsequent sales and marketing efforts. Utilizing proprietary web and mobile enabled software that is formatted to fit a range of mobile devices (iPhone, iPad, Android), CageTix facilitates a series of efficiency enhancing functions that significantly enhance promoter profitability, including the security of credit/debit card sales processing; immediate revenue recognition; real time sales reporting; and sales audit and compliance tracking for taxing and regulatory authorities.

Securing More Favorable Event Venues . We plan to migrate certain of the Target Companies from paid event venue arrangements to venues that will compensate the promotions for hosting events, such as casino venues and community sponsored civic auditoriums. In anticipation of the completion of the offering, we have facilitated paid casino venue arrangements with several of the Target Companies and are in discussions with a leading gaming company to host our events at a number of their casino properties throughout the country. We anticipate that we will promote approximately 65 events in 2016 up from 50 that the Target Companies hosted in 2015. In 2015 approximately 55% of our Target Company events were hosted in venues where the promotion paid to appear at the venue. Relocating as many of these events as practicable to casino and other paid venues will increase our profitability.

Identifying and Signing Top Prospects. We will continue the Target Companies' history of securing highly-regarded professional fighters to multi-fight agreements which will enhance our reputation and the value of our live MMA programming content. By conducting more professional MMA events than any other regional promotion, and by televising a large number of these events, we are able to guarantee fighters the opportunities and visibility they seek when affiliating with a promotion. By leveraging the relationships of our management team and members of our Board of Directors with top training camps, including Blackhouse MMA, American Top Team, Blackzilians, the Gracie family of training facilities, Jacksons MMA, Chute Boxe, Octagon MMA, and 4oz Fight Club, we anticipate that we will identify top prospects who will ensure compelling matches and solidify our relationship with the UFC and other leading MMA promotions.

In addition, upon the completion of this offering, we intend to selectively acquire additional profitable regional MMA promotions in markets in which we currently do not promote events and bring them into the Alliance family of promotions. We believe that the regional MMA industry is ripe for consolidation and that we can achieve significant growth through further acquisitions as well as by organically growing our existing MMA promotions. According to the Association of Boxing Commissions that operates National MMA Registry, there are presently more than 1,160 registered MMA promoters in the United States and we believe this number exceeds 8,000 worldwide. We estimate that no one promotion has more than a 1% share of the market. We further believe that it is becoming increasingly difficult for regional MMA promotion companies to attract the best prospects given the level of competition amongst regional MMA promoters to secure fighters who are looking to be guaranteed an opportunity to fight in multiple bouts. By conducting over 85 events annually and sending a significant number of fighters to elite promotions such as the UFC, we are able to guarantee multiple fights to top prospects and attract high-quality fighters.

Competition

The market for live and televised MMA events and for historical MMA video content is competitive. Domestically there are approximately 600 regional MMA promotion companies and over a 1,000 globally.

The principal competitive factors in our industry include:

- The ability to attract and retain successful professional fighters in order to promote events that are appealing to fans and sponsors.
- The ability to command the attention of the UFC and other premier MMA promotions to scout professional fighters associated one of our promotions are scouted as prospects for these premier organizations.
- The ability to produce high quality audiovisual content on a consistent basis to secure television and other media distribution arrangements.
- The ability to generate brand awareness in the relevant geographic market.
- The ability to promote a large number of events and scheduled bouts such that fighters are willing to commit to multi-fight agreements with a regional promotion knowing that they will be matched routinely and properly.

Despite the competition we face, we believe that our unique approach to uniting multiple regional MMA promotions under one umbrella organization enables us to leverage the collective resources and relationships of our regional promotions to more effectively address these competitive factors. By promoting over 65 events annually fighters who sign with us are more likely to be showcased and afforded the opportunity to move up to the UFC and other premier promotions. In addition, our national and in time international developmental league concept enables us to offer sponsors and media outlets a broader geographic footprint to market products, services and content.

Acquisition of Target Companies' Businesses

Concurrently with the consummation of the offering made by this prospectus, through a series of asset purchase agreements, and in the case of GFL, a merger agreement, we will acquire the businesses of the Target Companies. Unless we close the acquisition of all of the Target Companies, we will not close any of those acquisitions and will not close this offering. The Target Companies, consist of 5 regional MMA promotion companies, the MMA industry's widely recognized live video promotion and content distribution company, and a electronic ticketing platform solely targeting the MMA community. The Target Companies comprise many of the premier regional MMA promotions in the United States, with several ranked among the top 20 of all regional MMA promotions domestically. Combined, these promotions have sent over 50 professional MMA fighters to the UFC, have over 65 professional MMA fighters under multi-fight contracts, and conducted more than 50 professional MMA events in 2015. Many of our events are televised or streamed live on cable and network stations reaching over 100 million homes. In 2015, the Target Companies on a combined basis generated $2.4 million in gross revenue and $0.127 million in net income. Our primary goal in acquiring the Target Companies' businesses is to discover and cultivate the next generation of MMA champions and command the attention of an international fan base, mainstream media and blue chip sponsorships in the process. The Target Sellers consist of the following:

* *CFFC Promotions, LLC ("CFFC")* – based in Atlantic City, New Jersey, CFFC was founded in 2011 and has promoted over 57 professional MMA events primarily at casino venues in New Jersey and Pennsylvania. Ranked in the top 10 of all regional MMA promotions, CFFC currently airs on the CBS Sports Network as well as www.gfl.tv. and has sent 23 fighters to the UFC including Aljamain Sterling (11-0), Jimmie Rivera (15-1), Lyman Good (13-3), and Paul Felder (10-2). CFFC's Robert Haydak and Mike Constantino will serve as our President and Regional Vice President for the North East region, respectively. CFFC has approximately 52 fighters under multi-fight contracts and is scheduled to promote 12 events in 2016. Robert Haydak and Mike Constantino have each been inducted into the New Jersey State Martial Arts Hall of Fame.

* *Hoosier Fight Club Promotions, LLC ("Hoosier Fight Club" or "HFC")* – based in the Chicago metropolitan area was founded in 2009 and has promoted over 25 events primarily at casino venues, including the first sanctioned event in Indiana in January, 2010. HFC has sent or promoted 8 fighters to the UFC and several to Invicta Fighting Championships (the premier all-female MMA promotion) including Neil Magny (16-5), Felice Herrig (10-6), Phillipe Nover (12-5), Josh Sampo (11-5), and Barb Honchak (10-2) the Invicta FC Flyweight Champion and third-ranked pound-for-pound female MMA fighter in the world by MMARising.com. HFC has 11 fighters under multi-fight contracts and is scheduled to promote 8 events in 2016. HFC is now available on www.gfl.tv. HFC's Danielle Vale will serve as Regional Vice President in the Chicago area market.

* *Punch Drunk, Inc. d/b/a COmbat GAmes MMA ("COGA")* – based in Kirkland, Washington, COGA was founded in 2009 and has promoted over 46 shows primarily at tribal casino venues in Washington. COGA frequently airs on ROOT Sports Pacific Northwest regional network as well as www.gfl.tv. Voted "Best Fight Promotion of the Year" for 2011 and 2012 by NW FightScene Magazine, COGA is recognized as the premier MMA promotion in Washington State. COGA has sent 10 fighters to the UFC including, current bantam weight champion Demetrious Johnson (26-2-1), Ultimate Fighter winner Michael Chiesa (12-2), light heavy weight Trevor Smith (13-6), and heavy weight Anthony Hamilton (14-4). COGA is scheduled to promote 8 events in 2016. COGA's founder Joe DeRobbio will serve as our Regional Vice President for the Pacific North West region.

* *Bang Time Entertainment LLC (d/b/a "Shogun Fights")* – based in Baltimore, Maryland, Shogun was founded in 2008 and has promoted 13 fights all at the Royal Farms Arena in Baltimore, the same venue that hosted UFC 174 in April of 2014. The premier mid-Atlantic regional MMA promotion, Shogun Fights currently airs on Comcast Sportsnet as well as www.gfl.tv and is scheduled to promote 2 events in 2016, with event attendance typically exceeding 5,000 fans. Shogun has sent 3 fighters to the UFC including Jim Hettes (11-3), Dustin Pague (11-10), and Zach Davis (9-2), with numerous others having fought for Bellator as well. In its past 6 events, Shogun Fights has had the opportunity to have 4 UFC veterans, 3 Ultimate Fighter reality series contestants, 10 Bellator Fighting championship veterans and 1 Strikeforce veteran fight on its professional MMA card. A champion for the legalization of MMA in Maryland, Shogun Fights' John Rallo will serve as our Regional Vice President for the mid-Atlantic region and is scheduled to promote 2 events in 2016.

* *V3, LLC ("V3 Fights")* – Based in Memphis, Tennessee, V3 Fights was founded in 2009 and has promoted 45 events primarily at event centers in Memphis, Tennessee and elsewhere in Tennessee, Mississippi and Alabama. V3Fights is the mid-South's premier MMA promotion and has been broadcast live on Comcast Sports South as well as www.ustream.com, www.YouTube.com. V3Fights is now available on www.gfl.tv. Notable fighters who have fought for V3Fights are Bellator number one heavyweight contender, Tony Johnson (9-2), Bellator fighter, Jonny Bonilla-Bowman (2-0), and Invicta FC star, Andrea "KGB" Lee (3-1). V3Fights currently has 4 fighters under multi-fight contracts and will play host to 10 events in 2016. V3Fights founder Nick Harmeier will serve as our Regional Vice President for the mid-South and is scheduled to promote 12 events in 2016.

* *Go Fight Net, Inc.* – founded in 2010, Go Fight Net operates "GoFightLive" or "GFL" a sports media and technology platform focusing exclusively on the combat sports marketplace. With a media library containing 11,000 titles comprising approximately 10,000 hours of unique video content, and continuing to add approximately 1,200 hours of new original content annually, GFL maintains the largest continuously growing database of MMA events, fighters, and fight videos in the world. The GFL fighter database contains information on over 25,000 professional and amateur combat sports fighters comprising over 18,000 fights. GFL combines proprietary technology with content production and acquisition to deliver diverse and compelling content to a global audience. GFL's content is distributed globally in all broadcast mediums through its proprietary distribution platform via cable/satellite, Internet, IPTV and mobile protocols. The GFL platform utilizes GFL's proprietary scalable online master control technology which enables a wide range of functionality in the ingest and delivery of large amounts of data and video to viewers using a broad range of devices and formats to access its content. GFL broadcasts an average of 450 live events annually (having broadcast 2,500 events since inception) to viewers in over 175 countries. GFL has produced 150 episodes of the GoFightLiveTM "real fights" series airing weekly on Comcast Sports Net, SNY and other networks globally.

* *Cagetix LLC "CageTix"* – founded in 2009 by Jay Schneider, a seasoned MMA event promoter, CageTix is the first group sales service to focus specifically on the MMA industry. Generally, fighters appearing on an event fight card will sell a majority of the tickets sold for that event. Referred to as "fighter consigned" tickets, they are customarily sold in face-to-face cash transactions in an antiquated fashion. Often ticket proceeds are delivered to the regional MMA promoter on the day of the event, making forecasting and budgeting difficult. Utilizing proprietary web and mobile enabled software automatically formatted to fit any mobile device (iPhone, iPad, Android), CageTix facilitates a series of efficiency enhancing functions that significantly enhance promoter profitability. These function include: the security of credit/debit card sales processing; immediate revenue recognition; capturing valuable customer information to enable repeat sales and marketing initiatives; real time sales reporting; and sales audit and compliance tracking for taxing and regulatory authorities. CageTix is intended to be complementary to any existing ticket service used by the promotion such as Ticketmaster or box office sales. CageTix presently services the industry's top International mixed martial arts events including Legacy, RFA, Bellator MMA, King of the Cage, and Glory. Since its inception, CageTix has sold tickets for over 1200 MMA events and currently services 64 MMA promotions operating in 106 cities. In 2014 CageTix sold 15,883 tickets for 1,229 individual fighters to 6,391 customers. Formerly the founder of Victory Fighting Championships, Jay Schneider is a member of the Nebraska Athletic Commission and was a senior columnist for Ultimate MMA magazine under the pen name 'Victory Jay' for over a decade. Jay Schneider will serve as our Vice President and has committed to generating at least $100,000 in net income from the CageTix business in 2016.

Acquisition of Certain Fight Media Libraries

In addition to the acquisition of the Target Companies, we are also acquiring the MMA video libraries of two prominent regional promotions. The fighter libraries consist of the following:

* *Ring of Combat, LLC "Ring of Combat"* – based in Brooklyn, New York, and founded by MMA icon and three-time World Kickboxing Champion Louis Neglia (34-2), Ring of Combat is perennially regarded amongst the top MMA promotions in the world and currently ranked as the No. 4 promotion in the world by Sherdog. We have acquired the exclusive rights to the Ring of Combat fighter library, which includes all professional MMA, amateur, and kickboxing events and covers approximately 200 hours of video content. Ring of Combat has sent approximately 90 fighters to the UFC including UFC World Champions Matt Serra (11-7), Frankie Edgar (19-4), and Chris Weidman (13-0) whose fights are included in the Ring of Combat fighter library . We have also secured the media rights to all future Ring of Combat promotions. We have had preliminary negotiations with Louis Neglia to acquire Ring of Combat subsequent to the offering made by this prospectus however, as of the date of this prospectus no such transaction is probable.

* *Hoss Promotions, LLC "Hoss"* – an affiliate of CFFC, Hoss owns the intellectual property rights to approximately 30 of CFFC's earlier promotional events. We have acquired the exclusive rights to the Hoss fighter library, which covers approximately 100 hours of video content.

Consideration to be Paid to Target Companies Hoss and Louis Neglia

Concurrently with the consummation of the offering made by this prospectus, through a series of asset purchases, and with respect to GFL, a merger, we will acquire the businesses of the Target Companies, and the MMA fighter libraries of Hoss and Louis Neglia. The aggregate consideration we will pay to acquire these businesses and assets will amount to approximately $7.8 million, consisting of cash in the amount of $1.6 million, and shares of our common stock with a market value of $6.2 million based on an estimated initial public offering price of $4.50 per share for the shares sold in this offering. With respect to each Target Company other than GFL, the purchase price will be adjusted upward in the event such Target Company exceeds certain gross profit thresholds in 2016 agreed upon by us and the Target Company. The upward adjustment to the purchase price will be a multiple of 7 times the amount that actual gross profit exceeds the agreed-upon gross profit threshold. Any increase in purchase price will be paid following the filing of quarterly report on Form 10-Q for the quarter immediately following the first full year following the closing of this offering and will be paid in shares of our common stock valued at the average of the closing trading price for our stock over the 20 days prior to the filing of our relevant quarterly report on Form 10-Q.

The Target Companies are valued based upon a number of factors including historical and 2016 projected gross profit, number of professional fighters under contract, event venue arrangements, media library and other intellectual property rights, prominence in the MMA industry, nature and extent of sponsorships, television and pay-per-view arrangements, and other relevant characteristics. The purchase price being paid for each Target Company is on average 21% cash and 79% shares of our common stock valued at the per share price of the shares sold in this offering, and with respect to GFL, 90% of the per share price of the shares sold in this offering.

Structure of Acquisitions

Although each acquisition agreement contains slightly different terms, we will generally acquire the MMA fight library, goodwill and fixed assets of each of the Target Companies, but not their working capital or debt. We will however acquire the working capital of each Target Company sufficient to conduct each Target Companies' next scheduled promotional event. The acquisition of GFL is structured as a merger and we will acquire all of the outstanding capital stock of GFL in consideration for cash and shares of our common stock. We will license the trademarks of the Target Companies under perpetual, royalty-free licenses that may be terminated only in the event of a material uncured breach of the respective agreement by us.

Summary of the Terms of the Acquisition Agreements

Although the following summarizes the material terms of the acquisition agreements, it does not purport to be complete in all respects and is subject to, and qualified in its entirety by, the full text of the acquisition agreements, a copy of each of which is filed as an exhibit to the registration statement of which this prospectus forms a part. Additionally, the following summary discusses the acquisition agreements in general terms and does not identify the instances where one acquisition agreement may differ from another. Other than the amount of consideration to be received, all of the acquisition agreements are substantially similar.

Timing of Closing

We expect that the acquisitions will close concurrently with the consummation of this offering. Unless we close all of the acquisitions, we will not close any of the acquisitions and we will not close this offering.

Representations and Warranties

Each acquisition agreement contains a number of representations and warranties made by us on the one hand and the respective Target Company and its principal stockholder(s) on the other hand. These representations and warranties were made as of the date of the acquisition agreement or, in some cases, as of a date specified in the representation, and may be qualified by reference to knowledge, materiality or schedules to the acquisition agreement disclosing exceptions to the representations and warranties. The contents of the representations and warranties reflect the results of arms' length negotiations between the parties regarding their contractual rights. Based upon the Company's due diligence investigation of the Target Companies and its review of the schedules to the acquisition agreements, there are no material exceptions to the Target Company's representation and warranties.

Each party made representations to the other including, among others, representations concerning authority and approval; non-contravention; and financial statements. Among other items, the Target Companies and their stockholders made additional representations to Alliance, including, among others, representations concerning due organization; title to assets; equipment and other purchased assets; intellectual property; litigation; consents; absence of any brokers; no undisclosed liabilities; assumed contracts; tax matters; scope of rights to the purchased assets; compliance with laws; financial statements; absence of any material changes from the date of the financial statements; employees and employment benefit plans; labor relations; sponsors, vendors and suppliers; conflicts of interest; fighters under contract; inventories; accounts receivable; insurance; liabilities; sufficiency of assets; as well as certain representations made by each Target Companies stockholders and members regarding the transaction.

The Target Companies and their stockholders and members party to the acquisition agreements have been offered the opportunity to review a draft of this prospectus and the registration statement of which this prospectus forms a part, and have made representations to us regarding their investment intent, investor sophistication and ability to bear the economic risk of an investment in our common stock.

Indemnification

Each Target Company and certain of their stockholders and members have agreed to indemnify and hold us harmless from a breach by them of their representations and warranties or covenants contained in the acquisition agreement to which they are a party. Losses for a breach of a representation and warranty generally may be indemnified if asserted prior to two years from the closing date, except that breaches of certain fundamental representations, such as the Target Companies' title to their assets may be asserted at any time, and breaches of tax, ERISA, financial statements, and litigation may be asserted at any time prior to the expiration of the applicable statute of limitations.

Executive Employment Agreement and Non-Competition and Non-Solicitation Agreements

In connection with the acquisitions of the Target Companies, each of the principal stockholders or members of the Target Companies will enter into executive employments with us where they will serve as our regional vice presidents, and in the case of CFFC, Rob Haydak will serve as our President. Each executive employment agreement is for a three-year term, and provides for guaranteed base compensation and discretionary bonuses. We may terminate an executive employment agreement only for cause which will include the failure to achieve certain gross profit targets for the regional promotion that the executive is overseeing.

In addition to executive employment agreement, each regional vice president and our President will enter into a customary non-competition and non-solicitation agreement that contains restrictions prohibiting each executive from soliciting our employees or conducting a competitive business in the MMA industry for a period of three years after the termination of such executive's employment with us for any reason.

Trademark License Agreement

At the closing of the acquisition of the Target Companies we will enter into a customary trademark license agreement with each Target Company pursuant to which we will license the trademarks used by the Target Company in connection with the MMA promotion business we are acquiring. Each agreement will provide that the trademarks are licensed on an exclusive, perpetual, fully-paid, royalty-free basis and may be terminated by the licensor only in the event of our material uncured breach or under circumstances where we terminate the regional vice president tasked with overseeing the relevant promotion without cause.

Closing Conditions

The respective obligations of Alliance and the Target Company and each of its stockholders to complete a particular acquisition are subject to the satisfaction of conditions, including, among others:

- the material accuracy as of closing of the representations and warranties made by Alliance and the Target Company and each of its stockholders or members, respectively, in the acquisition agreement;
- material compliance with or performance of the covenants and agreements of each of Alliance and the Target Company and each of its stockholders or members, respectively, to be complied with or performed on or prior to closing; and
- the offering contemplated by this prospectus shall have closed.

In addition, our obligation to complete a particular acquisition is subject to the satisfaction of other conditions including:

- receipt by the Target Company of third-party consents;
- execution and delivery of all related agreements including the trademark license agreement and executive employment agreements;
- the Target Company shall not have sustained a material adverse change;
- each other acquisition shall have occurred or will occur contemporaneously with the closing of that acquisition; and
- no action or proceeding by or before any government authority shall have been instituted or threatened to restrain or prohibit the consummation of the acquisition.

Termination of the Acquisition Agreements

Each agreement relating to an acquisition may be terminated, under certain circumstances, prior to the closing of this offering, including:

- by the mutual consent of Alliance and the Target Company;
- by either Alliance or the Target Company if this offering and the acquisition of the Target Company is not closed by August 31, 2016; or
- by either Alliance or the Target Company if a material breach or default under the acquisition agreement by the other party occurs and is not cured within the applicable cure period.

No acquisition agreement provides for a termination fee for the benefit of any party thereto if such acquisition agreement is terminated by any party thereto. No assurance can be given that the conditions to the closing of all of the acquisitions will be satisfied or waived. Unless we close all of the acquisitions, we will not close any of the acquisitions and will not close this offering.

Government Regulation

Although we generally do not contract with state or local government entities, our MMA events are regulated at the state level by the relevant boxing commission in each state where our promotions are conducted.

Intellectual Property

We protect our intellectual property rights by relying on federal, state and common law rights, as well as contractual restrictions. We control access to our proprietary technology by entering into confidentiality, invention assignment and work for hire agreements with our employees and contractors, and confidentiality agreements with third parties. We further control the use of our proprietary technology and intellectual property through provisions in our websites' terms of use.

As of December 31, 2015 we have one application pending with the United States Patent and Trademark Office (USPTO) to register the Alliance MMA name and also maintain a catalog of copyrighted works, including copyrights to television programming and photographs. We received an initial office action from the USPTO contesting our application to register the Alliance MMA name due to the fact that the name appears descriptive. We are contesting this initial office action and believe we will ultimately prevail in securing a registration but there can be no assurance we will. We also own a number of domain names including, alliancemma.com, gfl.tv and the domain names of each of the other Target Company promotions.

Circumstances outside our control could pose a threat to our intellectual property rights. For example, effective intellectual property protection may not be available in the United States or other countries in which we seek protection of our marks or our copyrighted works. Also, the efforts we have taken to protect our proprietary rights may not be sufficient or effective. Any significant impairment of our intellectual property rights may harm our business or our ability to compete.

Seasonality

There is no material seasonality in our revenues.

Employees

As of December 31, 2015, not including the employees of the Target Companies who are assisting us in connection with the offering and the other transactions contemplated elsewhere in this prospectus, we had no employees. As of December 31, 2015, pro forma for the acquisition of the Target Companies and our Chief Executive Officer and Chief Financial Officer whose employment commences effective on the closing of the offering made by this prospectus, we would have had approximately 10 employees all of whom are located in the U.S.

Facilities

We do not own any real property. Our principal executive and administrative offices are temporarily located at an office complex in New York, New York, which includes approximately 20 thousand square feet of shared office space and services that we are leasing. The lease has a one-year term which commenced on December 1, 2015, and allows for the limited use of private offices, conference rooms, mail handling, videoconferencing, and certain other business services. Several of the Target Companies have real property leases which we will assume at the closing of the respective acquisitions. Each of the other Target Company promotions are run out of home offices or shared office space arrangements which will continue after the closing on the same terms.

Legal Proceedings

We are not a party to any material pending legal proceedings. We may, from time to time, be party to litigation and subject to claims incident to the ordinary course of our business. As our growth continues, we may become party to an increasing number of litigation matters and claims. The outcome of litigation and claims cannot be predicted with certainty and the resolution of these matters could materially affect our future results of operations, cash flows or financial position.

MANAGEMENT
Executive Officers and Directors

The following table sets forth information regarding our directors and executive officers after giving effect to the consummation of the offering made by this prospectus.

Name	Age	Position(s)
Paul K. Danner, III	58	Chairman of the Board and Chief Executive Officer
Robert J. Haydak, Jr.	45	President
Frank Gallagi	50	Chief Financial Officer
Joseph Gamberale	50	Director
Renzo Gracie	48	Director
Mark D. Shefts	58	Director
Joel D. Tracy	55	Director
Burt A. Watson	67	Director

Paul K. Danner, III.

Mr. Danner, 58, is our is our Chairman of the Board and Chief Executive Officer. Prior to joining us in 2016, Mr. Danner served as the Managing Director of Destiny Partners Worldwide, a global organizational management and business operations consultancy, from 2006 to 2016. From 2008 to 2010, Mr. Danner was also the Chief Executive Officer of China Crescent Enterprises, a publicly traded information technologies company headquartered in Shanghai, China. Previously, he served as Chairman & Chief Executive Officer of Paragon Financial Corporation, a publicly traded financial services firm listed on Nasdaq, from 2002 to 2006. From January 1998 to 2001, Mr. Danner was employed in various roles at MyTurn.com, Inc., a Nasdaq listed company, including as Chief Executive Officer. From 1996 to 1997, Mr. Danner was the Managing Partner of Technology Ventures, a consulting firm. From 1985 to 1996 he held executive-level and sales & marketing positions with a number of technology companies including NEC Technologies and Control Data Corporation. Mr. Danner served as a Naval Aviator flying the F-14 Tomcat, and subsequently as an Aerospace Engineering Duty Officer supporting the Naval Air Systems Command, for 8 years on active duty plus 22 years with the reserve component of the United States Navy. Mr. Danner retired from the Navy in 2009 with the rank of Captain. Mr. Danner holds a BS in Business Finance from Colorado State University and an MBA from Old Dominion University and has completed curricula at the Naval War College, Defense Acquisition University and the National Defense University.

Robert J. Haydak, Jr.

Mr. Haydak, 45, will serve as our President contingent and effective upon the consummation of this offering. Prior to joining us in 2016, Mr. Haydak was the Chief Executive Officer of Cage Fury Fighting championships a leading MMA promotion serving the Atlantic City, New Jersey and Pennsylvania markets from 2011. Prior to CFFC, Mr. Haydak served as Chief Executive Officer of Global Distribution Group, Inc., a privately held logistics and consulting firm serving domestic retailers seeking sales and distribution assistance in overseas markets which he co-founded in 2007. From 1997 through 2006 served as founder and President of RJH Express, Inc., a privately held residential home delivery company serving major retailers in the Northeast. A former NCAA Division 1 wrestler, Mr. Haydak holds a BS in Business Administration from Flagler College.

Frank Gallagi

Mr. Gallagi, 50, is our Chief Financial Officer. Prior to joining us in 2016, Mr. Gallagi was Chief Financial and Operating Officer of Mycell Technologies, a privately held ingredient technology company. Prior to joining Mycell Technologies in 2012, Mr. Gallagi served as an Investment Director at private equity firms Endeavor Capital Management from 2010 through 2012, Metropolitan Equity Partners from 2009 through 2010, Greenwoods Capital Partners 2005 through 2009, and FG II Ventures from 1999 through 2005. From 1995 through 1999, Mr. Gallagi served as Chief Financial Officer of Hungarian-American Enterprise Fund, a U.S. Government sponsored private equity firm established to promote free enterprise throughout Hungary. Mr. Gallagi began his professional career as an auditor at public accounting firm KPMG from 1988 through 1992 where he rose to an Audit Senior before leaving to become a Divisional Controller at Ethan Allen Interiors, a manufacturer and retailer of home furnishings from 1992 through 1995. Mr. Gallagi is a CPA and holds a BS in Accounting from Fordham University.

Joseph Gamberale

Mr. Gamberale, 50, is our Founder and has served a director since our formation in February, 2015. Prior to founding Alliance, Mr. Gamberale was the founder and managing member of Ivy Equity Investors, LLC, a New York based private investment firm that he launched in 2014. From 2011 to 2014 Mr. Gamberale was a private investor. In 2001, Mr. Gamberale co-founded Centurion Capital Hedge Fund a multi-strategy investment firm which he actively managed until his retirement in 2011. From 1996 through 2001 Mr. Gamberale oversaw the Athletes and Entertainers Private Client Group at Merrill Lynch where he advised clients on a wide spectrum of securities and industries, particularly involving roll-up transactions in fragmented businesses. From 1991 to 1996 Mr. Gamberale was a financial advisor at Solomon Smith Barney. Mr. Gamberale is a member of the Central Park Conservatory, Columbus Citizens Foundation, Grand Havana Room and politically active in supporting numerous charitable organizations. Mr. Gamberale is a graduate of Rutgers University.

The Board of Directors believes that Mr. Gamberale is qualified to serve as a director because of his extensive experience as an executive in the financial services industry, particularly as such experience relates to roll-up transactions.

Renzo Gracie

Mr. Gracie, 48, will serve as our director contingent and effective upon the consummation of this offering. One of the true martial arts legends, Renzo Gracie is a Jiu-Jitsu black belt from the famous Gracie family. Born in Rio de Janeiro, Brazil, Mr. Gracie is the grandson of Gracie Jiu Jitsu founder Carlos Gracie and son of 9th Dan BJJ black belt Robson Gracie, brother to Ralph and Ryan Gracie. Like most men in the Gracie family, Renzo started training Jiu Jitsu as an infant. He had formal instruction from many of the Gracie patriarchs, but two of his biggest influences were the legendary Rolls Gracie and Carlos Gracie Jr. (the man who later awarded him his black belt). Mr. Gracie has won numerous competitions, the most prestigious being the Abu Dhabi Combat Club (ADCC), in which he is a two-time champion. Mr. Gracie's name is also synonymous with Vale-Tudo, the famous "no holds barred" style of fighting in Brazil that is credited with originating modern MMA. Mr. Gracie has fought all over the world for organizations such as Pride FC and the UFC. Mr. Gracie pioneered Brazilian Jiu-Jitsu in America in the 1990's when he founded Renzo Gracie Academy in New York City, one of the cornerstones of Brazilian Jiu-Jitsu in America. Mr. Gracie is recognized as one of the sports best teachers and mentors. With his signature combination of charisma and intelligence, Mr. Gracie has guided students such as Matt Serra a former UFC Champion, Roger Gracie a ten-times Jiu Jitsu world champion, John Danaher the Jiu-Jitsu Coach to UFC Champions Georges St-Pierre and Chris Weidman, Shawn Williams, and Ricardo Almeida to black belt.

The Board of Directors believe that Mr. Gracie is qualified to serve as a director because of his substantial experience in the MMA industry.

Mark D. Shefts

Mr. Shefts, 58, will serve as our director and chairman of our audit committee contingent and effective upon the consummation of this offering. Since 2004, Mr. Shefts has served as the Chief Executive Officer of The Rushcap Group, Inc., a privately held investment and consulting firm. Since 2005, Mr. Shefts has served as a Trustee of The Onyx & Breezy Foundation, a non-profit organization. Previously, Mr. Shefts was the Director, President and co-owner of All-Tech Investment Group Inc. from 1987 to 2001 and Domestic Securities, Inc. from 1993 to 2011, each a FINRA registered broker dealer. Mr. Shefts has previously owned seats on both the New York Stock Exchange and the Chicago Stock Exchange. Mr. Shefts has been an arbitrator for the American Arbitration Association and FINRA Dispute Resolution, Inc. with an area of specialization in the field of financial services area. Mr. Shefts holds a FINRA Series 7, 24, 63 and a Series 27 qualification as a Financial and Operations Principal. Mr. Shefts is also certified as Financial Services Auditor and a Certified Fraud Examiner. Mr. Shefts has been a Director, EVP & Chief Financial officer of Arbor Entech Corp. and Solar Products Sun-Tank, Inc., each a publicly traded companies. Mr. Shefts holds a BS in accounting from Brooklyn College of The City University of New York.

The Board of Directors believe that Mr. Shefts is qualified to serve as a director because of his substantial experience as an executive in the financial services industry and his experience as an officer and director of several private & public companies.

Joel D. Tracy

Mr. Tracy, 55, will serve as our director contingent and effective upon the consummation of this offering. Mr. Tracy has worked as a self-employed Certified Public Accountant since 1989, specializing in tax and estate planning for high net worth individuals. From 2004 to 2016, Mr. Tracy was the managing member of ABT Realty, LLC, a privately held real estate company. From 2008 to 2016, Mr. Tracy was the managing member of Vista Bridge Associates, LLC, a privately held company lending money for personal injury settlements. Previously, from 1980 to 2000, Mr. Tracy was the President of Auto-Rite Supply Company, Inc., a family owned auto parts store chain. He has been involved in various local and community organizations including the American Institute of Certified Public Accountants and Optimists International, a not for profit organization for children. Mr. Tracy holds a Bachelor of Science in Commerce from Rider College, Lawrenceville, New Jersey.

The Board of Directors believe that Mr. Tracy is qualified to serve as a director because of his substantial experience as an accountant and financial services professional and his experience as an officer and director of several private & public companies.

Burt A. Watson

Mr. Watson, 67, will serve as our director contingent and effective upon the consummation of this offering. Mr. Watson began his decades long career in boxing and MMA as business manager to the legendary “Smokin” Joe Frazier where he handled all aspects of administrative support from contract negotiations and personal appearances to television interviews and public relations. As one of the industry’s most sought after event coordinators, Mr. Watson has worked with boxing greats Muhammad Ali, Larry Holmes, George Foreman, Ken Norton, Mike Tyson and Oscar De La Hoya. As an independent site coordinator Mr. Watson has assisted some of boxing’s most notable promoters, including Don King, Lou Duva, Frank Warren Sports of London, and Univision. In 2001, Mr. Watson began his career in MMA when UFC President Dana White recruited Mr. Watson to the UFC. During his tenure at the UFC from 2001 until 2015, Mr. Watson served as event and athlete relations coordinator. With extensive television relations, Mr. Watson has organized championship fights and boxing events on such networks as ESPN, Showtime, HBO, CBS and ABC.

The Board of Directors believes that Mr. Watson is qualified to serve as a director because of his substantial experience and perspective in the MMA industry.

Board Composition

Upon completion of this offering, our Board of Directors will consist of six directors.

Our certificate of incorporation provides that that the number of authorized directors will be determined in accordance with our bylaws. Our bylaws provide that the number of authorized directors shall be determined from time to time by a resolution of the Board of Directors and any vacancies in our board and newly created directorships may be filled only by our Board of Directors.

Director Independence

The rules of the Nasdaq Stock Market, or the Nasdaq Rules, require a majority of a listed company's board of directors to be composed of independent directors within one year of listing. In addition, the Nasdaq Rules require that, subject to specified exceptions, each member of a listed company's audit, compensation and nominating and governance committees be independent. Under the Nasdaq Rules, a director will only qualify as an independent director if, in the opinion of our Board of Directors, that person does not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. The Nasdaq Rules also require that audit committee members satisfy independence criteria set forth in Rule 10A-3 under the Securities Exchange Act of 1934, as amended, or the Exchange Act. In order to be considered independent for purposes of Rule 10A-3, a member of an audit committee of a listed company may not, other than in his or her capacity as a member of the audit committee, the board of directors, or any other board committee, accept, directly or indirectly, any consulting, advisory, or other compensatory fee from the listed company or any of its subsidiaries or otherwise be an affiliated person of the listed company or any of its subsidiaries. In considering the independence of compensation committee members, the Nasdaq Rules require that our Board of Directors must consider additional factors relevant to the duties of a compensation committee member, including the source of any compensation we pay to the director and any affiliations with the company.

Our Board of Directors undertook a review of the composition of our Board of Directors and its committees and the independence of each director. Based upon information requested from and provided by each director concerning his background, employment and affiliations, including family relationships, our Board of Directors has determined that each of our directors is independent as defined under the Nasdaq Rules.

Committees of the Board of Directors

Our Board of Directors has established an audit committee, a compensation committee and a nominating and governance committee. Each of these committees will operate under a charter that will be approved by our Board of Directors prior to this offering.

Audit Committee. Our audit committee consists of three independent directors. The members of the audit committee are Mr. Shefts, who will chair the committee, Mr. Tracy and Mr. Gamberale. The audit committee consists exclusively of directors who are financially literate. In addition, Mr. Shefts will be considered an "audit committee financial expert" as defined by the SEC's rules and regulations.

The audit committee responsibilities include:

- overseeing the compensation and work of and performance by our independent auditor and any other registered public accounting firm performing audit, review or attestation services for us;
- engaging, retaining and terminating our independent auditor and determining the terms thereof;
- assessing the qualifications, performance and independence of the independent auditor;
- evaluating whether the provision of permitted non-audit services is compatible with maintaining the auditor's independence;
- reviewing and discussing the audit results, including any comments and recommendations of the independent auditor and the responses of management to such recommendations;
- reviewing and discussing the annual and quarterly financial statements with management and the independent auditor;
- producing a committee report for inclusion in applicable SEC filings;

- reviewing the adequacy and effectiveness of internal controls and procedures;
- establishing procedures regarding the receipt, retention and treatment of complaints received regarding the accounting, internal accounting controls, or auditing matters and conducting or authorizing investigations into any matters within the scope of the responsibility of the audit committee; and
- reviewing transactions with related persons for potential conflict of interest situations.

Compensation Committee. Our compensation committee consists of two independent directors. The members of the Compensation Committee are Mr. Gamberale, who will chair the committee, and Mr. Shefts. The committee has primary responsibility for:

- reviewing and recommending all elements and amounts of compensation for each executive officer, including any performance goals applicable to those executive officers;
- reviewing and recommending for approval the adoption, any amendment and termination of all cash and equity-based incentive compensation plans;
- once required by applicable law, causing to be prepared a committee report for inclusion in applicable SEC filings;
- approving any employment agreements, severance agreements or change of control agreements that are entered into with the CEO and certain executive officers; and
- reviewing and recommending the level and form of non-employee director compensation and benefits.

Nominating and Governance Committee. The Nominating and Governance Committee consists of three independent directors. The members of the Nominating and Governance Committee are Mr. Gamberale, who will chair the committee, Mr. Tracy and Mr. Watson. The Nominating and Governance Committee's responsibilities include:

- recommending persons for election as directors by the stockholders;
- recommending persons for appointment as directors to the extent necessary to fill any vacancies or newly created directorships;
- reviewing annually the skills and characteristics required of directors and each incumbent director's continued service on the board;
- reviewing any stockholder proposals and nominations for directors;
- advising the Board of Directors on the appropriate structure and operations of the board and its committees;
- reviewing and recommending standing board committee assignments;
- developing and recommending to the board Corporate Governance Guidelines, a Code of Business Conduct and Ethics and other corporate governance policies and programs and reviewing such guidelines, code and any other policies and programs at least annually;

- making recommendations to the board as to determinations of director independence; and
- making recommendations to the board regarding corporate governance based upon developments, trends, and best practices.

The Nominating and Governance Committee will consider stockholder recommendations for candidates for the Board of Directors.

Our bylaws provide that, in order for a stockholder's nomination of a candidate for the board to be properly brought before an annual meeting of the stockholders, the stockholder's nomination must be delivered to the Secretary of the company no later than 120 days prior to the one-year anniversary date of the prior year's annual meeting.

Code of Business Conduct and Ethics

Prior to the effectiveness of the registration statement of which this prospectus forms a part, we will adopt a written code of business conduct and ethics that applies to our directors, officers and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions. Following this offering, a copy of the code will be made available on the Corporate Governance section of our website, which is located at www. alliancemma.com. If we make any substantive amendments to, or grant any waivers from, the code of business conduct and ethics for any officer or director, we will disclose the nature of such amendment or waiver on our website or in a current report on Form 8-K filed with the SEC.

Compensation Committee Interlocks and Insider Participation

None of the members of the compensation committee is or has at any time during the past fiscal year been an officer or employee of the company. None of our executive officers serve or in the past fiscal year has served as a member of the board of directors or compensation committee of any other entity that has one or more executive officers serving as a member of our Board of Directors or compensation committee.

Director Compensation

Historically, we have not paid our directors. Upon completion of this offering, (i) Messrs. Tracy and Watson will each receive 16,667 shares of our common stock valued at $75,000 based upon the offering price of the shares sold in this offering, (ii) Mr. Shefts will receive 38,889 shares of our common stock valued at $175,000 based upon the offering price of the shares sold in this offering, and (iii) Mr. Gracie will receive 66,667 shares of our common stock valued at $300,000 based upon the offering price of the shares sold in this offering together with a cash payment of $100,000, in each case solely as compensation for board or board committee service. We intend to reimburse our non-employee directors for expenses incurred by them associated with attending meetings of our Board of Directors and committees of our Board of Directors. We may also provide stock, option or other equity-based incentives to our directors for their service. We did not compensate our directors for service as directors prior to the offering made by this prospectus.

Limitation on Liability and Other Indemnification Matters

Section 102 of the Delaware General Corporation Law, as amended ("DGCL") allows a corporation to eliminate or limit the personal liability of directors to a corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except where the director breached his duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase or redemption in violation of Delaware corporate law or engaged in a transaction from which the director obtained an improper personal benefit. In accordance with Delaware law, our Certificate of Incorporation provides that no director shall be personally liable to us or any of our stockholders for monetary damages for breach of fiduciary duty as a director, except for the foregoing exceptions set forth in Section 102 of the DGCL.

Section 145 of the DGCL provides, among other things, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the corporation's request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding. The power to indemnify applies if (i) such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful or, (ii) to the extent that such person is a present or former director or officer of a corporation, such person is successful on the merits or otherwise in defense of any action, suit or proceeding. The power to indemnify applies to actions brought by or in the right of the corporation as well, but only to the extent of defense expenses (including attorneys' fees but excluding amounts paid in settlement) actually and reasonably incurred and not to any satisfaction of judgment or settlement of the claim itself, and with the further limitation that in such actions no indemnification shall be made in the event such person is adjusted to be liable to the corporation, unless a court determines that in light of all the circumstances indemnification should apply.

Section 174 of the DGCL provides, among other things, that a director who willfully and negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption may be held liable for such actions to the full amount of the dividend unlawfully paid or the purchase or redemption of the corporation's stock, with interest from the time such liability accrued. A director who was either absent when the unlawful actions were approved or dissented at the time may avoid liability by causing his or her dissent to such actions to be entered on the books containing the minutes of the meetings of the Board of Directors at the time the action occurred or immediately after the absent director receives notice of the unlawful acts.

Our Bylaws provide that we will indemnify, to the fullest extent permitted by the DGCL, any person made or threatened to be made a party to any action by reason of the fact that the person is or was our director or officer, or serves or served as a director or officer of any other enterprise at our request. Expenses incurred by a director or officer in defending against such legal proceedings are payable before the final disposition of the action, provided that the director or officer undertakes to repay us if it is later determined that he or she is not entitled to indemnification.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

We do not maintain policies of insurance under which coverage is provided (a) to our directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act, and (b) to us with respect to payments which we may make to such officers and directors pursuant to the above indemnification provision or otherwise as a matter of law for a privately held company. We anticipate modifying our coverage to address public company specific exposures in connection with the completion of this offering.

Compensation of Executive Officers

Alliance was formed in February 2015. From our inception to the closing of the offering made by this prospectus Messrs. Danner and Gallagi were our only officers and Messrs. Danner and Gamberale our only directors. Prior to the offering made by this prospectus, no officer or director has received any compensation for his services to us.

We have entered into executive employment agreements with Messrs. Danner and Gallagi pursuant to which they will serve as our chief executive officer and chief financial officer, respectively. Mr. Danner's agreement provides for a cash salary of $175,000 per year. Mr. Gallagi's agreement provides for a cash salary of $150,000 per year. We have entered into an executive employment agreement with Mr. Haydak pursuant to which he will serve as our president effective upon the closing of the offering made by this prospectus. Mr. Haydak's agreement provides for a cash salary of $170,000 per year.

Equity Awards

We had no equity awards outstanding as of December 31, 2015.

Employee Benefit Plans

2016 Equity Incentive Plan

In connection with this offering, we adopted the Alliance MMA 2016 Equity Incentive Plan (the "2016 Plan") pursuant to which the Company may grant an aggregate of [825,000] shares of the Company's common stock to the Company's directors, officers, employees or consultants. The 2016 Plan has been designed to provide the Board of Directors with an integral resource as it evaluates the Company's compensation structure, performance incentive programs, and long-term equity targets for executives and key employees. Set forth below is a summary of the 2016 Plan, but this summary is qualified in its entirety by reference to the full text of the 2016 Plan.

Administration

The Board shall appoint and maintain as administrator of the 2016 Plan a Committee (the "Committee") consisting of two or more directors who are (i) "Independent Directors" (as such term is defined under the rules of the Nasdaq Stock Market), (ii) "Non-Employee Directors" (as such term is defined in Rule 16b-3 under the Securities and Exchange Action of 1934, as amended) and (iii) "Outside Directors" (as such term is defined in Section 162(m) of the United States Internal Revenue Code of 1986, as amended (the "Code")). The Committee, subject to the terms of the 2016 Plan, shall have full power and authority to designate recipients of Options and restricted stock ("Restricted Stock") and to determine the terms and conditions of the respective Option and Restricted Stock agreements (which need not be identical) and to interpret the provisions and supervise the administration of the 2016 Plan. The Committee shall have the authority, without limitation, to designate which Options granted under the Plan shall be Incentive Options and which shall be Nonqualified Options. In the absence of a Committee, the Plan shall be administered by the Board of Directors of the Company.

Eligibility

Generally, the persons who are eligible to receive grants are directors, officers and employees of, and consultants and advisors to, the Company or any subsidiary; provided that Incentive Options may only be granted to employees of the Company and any subsidiary.

Stock Subject to the 2016 Plan

Stock subject to grants may be authorized, but unissued, or reacquired common stock. Subject to adjustment as provided in the 2016 Plan, (i) the maximum aggregate number of shares of common stock that may be issued under the 2016 Plan is 1,777,778. The shares of common stock subject to the 2016 Plan shall consist of unissued shares, treasury shares or previously issued shares held by any subsidiary of the Company, and such number of shares of common stock shall be reserved for such purpose. Any of such shares of common stock that may remain unissued and that are not subject to outstanding Options at the termination of the 2016 Plan shall cease to be reserved for the purposes of the 2016 Plan, but until termination of the 2016 Plan the Company shall at all times reserve a sufficient number of shares of common stock to meet the requirements of the 2016 Plan.

Terms and Conditions of Options

Options awarded under the 2016 Plan shall be designated in the Award Agreement as either an Incentive Stock Option or a Nonqualified Stock Option. The purchase price of each share of common stock purchasable under an Incentive Option shall be determined by the Committee at the time of grant, but shall not be less than 100% of the Fair Market Value (as defined in the 2016 Plan) of such share of common stock on the date the Option is granted; provided, however, that with respect to an Optionee who, at the time such Incentive Option is granted, owns (more than 10% of the total combined voting power of all classes of stock of the Company or of any subsidiary, the purchase price per share of common stock shall be at least 110% of the Fair Market Value per share of common stock on the date of grant. The purchase price of each share of common stock purchasable under a Nonqualified Option shall not be less than 100% of the Fair Market Value of such share of common stock on the date the Option is granted.

The term of each Option shall be fixed by the Committee, but no Option shall be exercisable more than ten years after the date such Option is granted and in the case of an Incentive Option granted to an Optionee who, at the time such Incentive Option is granted, owns (within the meaning of Section 424(d) of the Code) more than 10% of the total combined voting power of all classes of stock of the Company or of any Subsidiary, no such Incentive Option shall be exercisable more than five years after the date such Incentive Option is granted.

Terms and Conditions of Restricted Stock

Restricted Stock may be granted to participants at any time as shall be determined by Committee, in its sole discretion. Subject to the 2016 Plan, the Committee shall have complete discretion to determine (i) the number of shares subject to a Restricted Stock award granted to any participant, and (ii) the conditions that must be satisfied, which typically will be based principally or solely on continued provision of services but may include a performance-based component, upon which is conditioned the grant, vesting or issuance of Restricted Stock.

The Committee, subject to the provisions of the 2016 Plan, shall have complete discretion to determine the terms and conditions of Restricted Stock granted under the 2016 Plan; provided that Restricted Stock may only be issued in the form of shares. Restricted Stock grants shall be subject to the terms, conditions, and restrictions determined by the Committee at the time the stock or the restricted stock unit is awarded. Any certificates representing the shares of stock awarded shall bear such legends as shall be determined by the Committee.

Transferability of Awards

Awards may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the participant, only by the participant, without the prior written consent of the Committee. If the Committee makes an Award transferable, such Award shall contain such additional terms and conditions as the Committee deems appropriate.

Merger or Change in Control

In the event of a Change in Control (as defined in the 2016 Plan), the Committee may accelerate the vesting and exercisability of outstanding Options, in whole or in part, as determined by the Committee in its sole discretion. In its sole discretion, the Committee may also determine that, upon the occurrence of a Change in Control, each outstanding Option shall terminate within a specified number of days after notice to the Optionee thereunder, and each such Optionee shall receive, with respect to each share of the Company's common stock subject to such Option, an amount equal to the excess of the Fair Market Value of such shares immediately prior to such Change in Control over the exercise price per share of such Option; such amount shall be payable in cash, in one or more kinds of property (including the property, if any, payable in the transaction) or a combination thereof, as the Committee shall determine in its sole discretion.

In the event of any merger, reorganization, consolidation, recapitalization, stock dividend, or other change in corporate structure affecting the Company's common stock, the Committee shall make an appropriate and equitable adjustment in the number and kind of shares reserved for issuance under the 2016 Plan and in the number and option price of shares subject to outstanding Options granted under the 2016 Plan, to the end that after such event each Optionee's proportionate interest shall be maintained (to the extent possible) as immediately before the occurrence of such event. The Committee shall, to the extent feasible, make such other adjustments as may be required under the tax laws so that any Incentive Options previously granted shall not be deemed modified within the meaning of Section 424(h) of the Code. Appropriate adjustments shall also be made in the case of outstanding Restricted Stock granted under the Plan.

Federal Income Tax Consequences

The following is a brief summary of the federal income tax consequences as of the date hereof with respect to awards under the 2016 Plan for participants who are both citizens and residents of the United States. This description of the federal income tax consequences is based upon law and Treasury interpretations in effect on the date of this information statement (including proposed and temporary regulations which may be changed when finalized), and it should be understood that this summary is not exhaustive, that the law may change and further that special rules may apply with respect to situations not specifically discussed herein, including federal employment taxes, foreign, state and local taxes and estate or inheritance taxes. Accordingly, participants are urged to consult with their own qualified tax advisors.

Non-Qualified Options

No taxable income will be realized by the participant upon the grant of a non-qualified option. On exercise, the excess of the fair market value of the stock at the time of exercise over the option price of such stock will be compensation and (i) will be taxable at ordinary income tax rates in the year of exercise, (ii) will be subject to withholding for federal income tax purposes and (iii) generally will be an allowable income tax deduction to us. The participant's tax basis for stock acquired upon exercise of a non-qualified option will be equal to the option price paid for the stock, plus any amounts included in income as compensation. If the participant pays the exercise price of an option in whole or in part with previously-owned shares of common stock, the participant's tax basis and holding period for the newly-acquired shares is determined as follows: As to a number of newly-acquired shares equal to the number of previously-owned shares used by the participant to pay the exercise price, no gain or loss will be recognized by the participant on the date of exercise and the participant's tax basis and holding period for the previously-owned shares will carry over to the newly-acquired shares on a share-for-share basis, thereby deferring any gain inherent in the previously-owned shares. As to each remaining newly acquired share, the participant's tax basis will equal the fair market value of the share on the date of exercise and the participant's holding period will begin on the day after the exercise date. The participant's compensation income and our deduction will not be affected by whether the exercise price is paid in cash or in shares of common stock. Special rules, discussed below under "Incentive Stock Options - Disposition of Incentive Option Shares," will apply if a participant surrenders previously-owned shares acquired upon the exercise of an incentive option that have not satisfied certain holding period requirements in payment of any or all of the exercise price of a non-qualified option.

Disposition of Option Shares

When a sale of the acquired shares occurs, a participant will recognize capital gain or loss equal to the difference between the sales proceeds and the tax basis of the shares. Such gain or loss will be treated as capital gain or loss if the shares are capital assets. The capital gain or loss will be long-term capital gain or loss treatment if the shares have been held for more than twelve months. There will be no tax consequences to us in connection with a sale of shares acquired under an option.

Incentive Stock Options

The grant of an Incentive Stock Option will not result in any federal income tax to a participant. Upon the exercise of an incentive option, a participant normally will not recognize any income for federal income tax purposes. However, the excess of the fair market value of the shares transferred upon the exercise over the exercise price of such shares (the "spread") generally will constitute an adjustment to income for purposes of calculating the alternative minimum tax of the participant for the year in which the option is exercised. As a result of the exercise a participant's federal income tax liability may be increased. If the holder of an incentive stock option pays the exercise price, in full or in part, with shares of previously acquired common stock, the exchange should not affect the incentive stock option tax treatment of the exercise. No gain or loss should be recognized on the exchange and the shares received by the participant, equal in number to the previously acquired shares exchanged therefor, will have the same basis and holding period as the previously acquired shares. The participant will not, however, be able to utilize the old holding period for the purpose of satisfying the incentive stock option holding period requirements described below. Shares received in excess of the number of previously acquired shares will have a basis of zero and a holding period, which commences as of the date the common stock is issued to the participant upon exercise of the incentive option. If an exercise is effected using shares previously acquired through the exercise of an incentive stock option, the exchange of the previously acquired shares will be considered a disposition of such shares for the purpose of determining whether a disqualifying disposition has occurred.

Disposition of Incentive Option Shares. If the incentive option holder disposes of the stock acquired upon the exercise of an incentive stock option (including the transfer of acquired stock in payment of the exercise price of another incentive stock option) either within two years from the date of grant or within one year from the date of exercise, the option holder will recognize ordinary income at the time of such disqualifying disposition to the extent of the difference between the exercise price and the lesser of the fair market value of the stock on the date the incentive option is exercised or the amount realized on such disqualifying disposition. Any remaining gain or loss is treated as a short-term or long-term capital gain or loss, depending on how long the shares were held prior to the disqualifying disposition. In the event of such disqualifying disposition, the incentive stock option alternative minimum tax treatment described above may not apply (although, where the disqualifying disposition occurs subsequent to the year the incentive stock option is exercised, it may be necessary for the participant to amend his return to eliminate the tax preference item previously reported).

Our Deduction. We are not entitled to a tax deduction upon either exercise of an incentive option or disposition of stock acquired pursuant to such an exercise, except to the extent that the option holder recognized ordinary income in a disqualifying disposition.

Stock Grants

A participant who receives a stock grant under the 2016 Plan generally will be taxed at ordinary income rates on the fair market value of shares when they vest, if subject to vesting or other restrictions, or, otherwise, when received. However, a participant who, within 30 days after receiving such shares, makes an election under Section 83(b) of the Code, will recognize ordinary income on the date of issuance of the stock equal to the fair market value of the shares on that date. If a Section 83(b) election is made, the holding period for the shares will commence on the day after the shares are received and no additional taxable income will be recognized by the participant at the time the shares vest. However, if shares subject to a Section 83(b) election are forfeited, no tax deduction is allowable to the participant for the forfeited shares. Taxes are required to be withheld from the participant at the time and on the amount of ordinary income recognized by the participant. We will be entitled to a deduction at the same time and in the same amount as the participant recognizes income.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The following includes a summary of transactions since our formation on February 12, 2015 to which we have been a party and in which any of our directors, executive officers or, to our knowledge, beneficial owners of more than 5% of our capital stock or any member of the immediate family of any of the foregoing persons had or will have a direct or indirect material interest, other than equity and other compensation, termination, change in control and other arrangements, which are described in the section entitled "Executive Compensation."

Ivy Equity Note

In February 2015, we entered into a loan agreement with Ivy Equity Investors, LLC an affiliate of Mr. Gamberale our founder and Chairman of the Board pursuant to which Ivy would advance up to $500,000 to satisfy our startup expenses, including professional fees incurred with this offering, the Target Company transactions and the purchase of Hoss and Louis Neglia. On May 1, 2016 this Note was amended and restated to permit an aggregate borrowing of up to $600,000. This loan is evidenced by an unsecured promissory note which bears interest at the rate of 6% per annum. The principal amount owing under the note as of December 31, 2015 was $353,450. The note matures on the earlier of the closing of the offering made by this prospectus or January 1, 2017. We anticipate paying off the note in full at the closing of the offering from the net proceeds available to us. We believe that the terms of this note are comparable to those that we would have paid under a similar loan agreement with an unrelated third party.

Policies and Procedures for Related Party Transactions

Immediately following the completion of this offering, the audit committee will have the primary responsibility for reviewing and approving or disapproving "related party transactions," which are transactions between us and related persons in which the aggregate amount involved exceeds or may be expected to exceed $120,000 and in which a related person has or will have a direct or indirect material interest. For purposes of this responsibility, a related person will be defined as a director, executive officer, nominee for director, or stockholders who own greater than 5% of our outstanding common stock and their affiliates, in each case since the beginning of the most recently completed fiscal year, and their immediate family members. Our audit committee charter will provide that the audit committee shall review and approve or disapprove any related party transactions. As of the date of this prospectus, we have not adopted any formal standards, responsibilities or procedures governing the review and approval of related-party transactions, but we expect that our audit committee will do so in the future.

Our policy will provide that if advance approval of a related-party transaction is not obtained, it must be promptly submitted to the Audit Committee for possible ratification, approval, amendment, termination or rescission. In reviewing any transaction, the Audit Committee will take into account, among other factors the Audit Committee deems appropriate, recommendations from senior management, whether the transaction is on terms no less favorable than the terms generally available to a third party in similar circumstances and the extent of the related person's interest in the transaction. Any related party transaction must be conducted at arm's length. Any member of the Audit Committee who is a related person with respect to a transaction under review may not participate in the deliberations or vote on the approval or ratification of the transaction. However, such a director may be counted in determining the presence of a quorum at a meeting of the Audit Committee that considers a transaction.

PRINCIPAL STOCKHOLDERS

The following table sets forth information about the beneficial ownership of our common stock at May __, 2016 by:

- each person known to us to be the beneficial owner of more than 5% of our common stock;
- each named executive officer;
- each of our directors and director nominees; and
- all of our executive officers and directors as a group.

Beneficial ownership is determined according to the rules of the SEC, and generally means that person has beneficial ownership of a security if he or she possesses sole or shared voting or investment power of that security, and includes options that are currently exercisable or exercisable within 60 days. Each director or officer, as the case may be, has furnished us with information with respect to beneficial ownership. Except as indicated in the footnotes below, to our knowledge, the persons and entities named in the table below have sole voting and sole investment power with respect to all shares of common stock that they beneficially own, subject to applicable community property laws.

The percentage ownership information shown in the table is based upon 5,289,136 shares of common stock outstanding as of December 31, 2015.

Unless otherwise indicated, the address of each of the individuals and entities named below is c/o Alliance MMA, Inc., 590 Madison Avenue, 21st Floor, New York, New York 10022.

Named Executive Officers and Directors	**Number of Shares Beneficially Owned (1)**	**Pre-Offering Percentage Ownership (1)**	**Post-Offering Percentage Ownership (2)(3)**
Paul K. Danner	150,000	2.25	1.78
Robert J. Haydak, Jr.	103,334	1.55	1.22
Frank Gallagi	66,667	1.00	*
Joseph Gamberale	376,010(4)	5.64	4.45
Renzo Gracie	66,667	1.0	*
Mark D. Shefts	101,388(5)	1.52	1.20
Joel D. Tracy	124,702	1.87	1.48
Burt A. Watson	16,667	*	*
Directors and Executive Officers as a Group (8 persons)	1,005,435	15.08	11.91
5% Stockholders Not Mentioned Above			
Ivy Equity Investors, LLC	359,343	5.39	4.26

* Less than 1%

(1) Assumes and gives effect to the issuance of 1,377,531 shares as partial consideration for the acquisition of the Target Companies and the Target Assets and is based upon an assumed public offering price of $4.50 per share.

(2) Assumes the maximum amount of 1,777,778 shares is sold in the offering.

(3) Assumes no exercise of the underwriters' over-allotment option to purchase additional shares and excludes 177,778 shares (assuming the maximum offering is completed) of common stock issuable upon the exercise of the warrants issued to the underwriter.

(4) Includes 359,343 shares held by Ivy Equity Investors, LLC. Mr. Gamberale has voting and dispositive power over the shares held by Ivy Equity Investors, LLC.

(5) Includes 62,500 shares held by the Rushcap Group, Inc. Mr. Shefts has voting and dispositive power over the shares held by the Rushcap Group, Inc.

DESCRIPTION OF OUR CAPITAL STOCK

General

The following description summarizes the most important terms of our capital stock, as they are expected to be in effect upon the completion of this offering. This summary does not purport to be complete and is qualified in its entirety by the provisions of our certificate of incorporation and bylaws, copies of which have been filed as exhibits to the registration statement of which this prospectus is a part. For a complete description of our capital stock, you should refer to our certificate of incorporation and bylaws that are included as exhibits to the registration statement of which this prospectus forms a part, and to the applicable provisions of Delaware law. Immediately following the completion of this offering, our authorized capital stock will consist of 45,000,000 shares of common stock, $0.001 par value per share, and 5,000,000 shares of undesignated preferred stock, $0.001 par value per share.

As of December 31, 2015, there were 5,289,136 shares of our common stock outstanding, held by [74] stockholders of record. Our Board of Directors is authorized, without stockholder approval, except as required by the listing standards of Nasdaq, to issue additional shares of our capital stock.

Common Stock

Dividend Rights

Subject to preferences that may apply to any shares of preferred stock outstanding at the time, the holders of our common stock will be entitled to receive dividends out of funds legally available if our Board of Directors, in its discretion, determines to issue dividends and then only at the times and in the amounts that our Board of Directors may determine. See the section titled “Dividend Policy” for additional information.

Voting Rights

Holders of our common stock are entitled to one vote for each share held on all matters submitted to a vote of stockholders. We have not provided for cumulative voting for the election of directors in our certificate of incorporation.

No Preemptive or Similar Rights

Our common stock is not entitled to preemptive rights, and is not subject to conversion, redemption or sinking fund provisions.

Right to Receive Liquidation Distributions

If we become subject to a liquidation, dissolution or winding-up, the assets legally available for distribution to our stockholders would be distributable ratably among the holders of our common stock and any participating preferred stock outstanding at that time, subject to prior satisfaction of all outstanding debt and liabilities and the preferential rights of and the payment of liquidation preferences, if any, on any outstanding shares of preferred stock.

Preferred Stock

Following this offering, our Board of Directors will be authorized, subject to limitations prescribed by Delaware law, to issue preferred stock in one or more series, to establish from time to time the number of shares to be included in each series, and to fix the designation, powers, preferences and rights of the shares of each series and any of its qualifications, limitations or restrictions, in each case without further vote or action by our stockholders. Our Board of Directors can also increase or decrease the number of shares of any series of preferred stock, but not below the number of shares of that series then outstanding, without any further vote or action by our stockholders. Our Board of Directors may authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of our common stock. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deferring or preventing a change in our control of our company and might adversely affect the market price of our common stock and the voting and other rights of the holders of our common stock. We have no current plan to issue any shares of preferred stock.

Anti-Takeover Provisions

The provisions of Delaware law, our certificate of incorporation and our bylaws may have the effect of delaying, deferring or discouraging another person from acquiring control of our company. These provisions, which are summarized below, may have the effect of discouraging takeover bids. They are also designed, in part, to encourage persons seeking to acquire control of us to negotiate first with our Board of Directors. We believe that the benefits of increased protection of our potential ability to negotiate with an unfriendly or unsolicited acquirer outweigh the disadvantages of discouraging a proposal to acquire us because negotiation of these proposals could result in an improvement of their terms.

Delaware Law

We are governed by the provisions of Section 203 of the Delaware General Corporation Law, or DGCL. In general, Section 203 prohibits a public Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years after the date of the transaction in which the person became an interested stockholder, unless the business combination is approved in a prescribed manner. A "business combination" includes mergers, asset sales or other transactions resulting in a financial benefit to the stockholder. An "interested stockholder" is a person who, together with affiliates and associates, owns, or within three years of the date on which it is sought to be determined whether such person is an "interested stockholder," did own, 15% or more of the corporation's outstanding voting stock. These provisions may have the effect of delaying, deferring or preventing a change in our control.

Certificate of Incorporation and Bylaw Provisions

Advance Notice Requirements. Our bylaws establish advance notice procedures with regard to stockholder proposals relating to the nomination of candidates for election as directors or new business to be brought before meetings of stockholders. These procedures provide that notice of stockholder proposals must be timely and given in writing to our corporate Secretary. Generally, to be timely, notice must be received at our principal executive offices not fewer than 120 calendar days prior to the first anniversary date on which our notice of meeting and related proxy statement were mailed to stockholders in connection with the previous year's annual meeting of stockholders. The notice must contain the information required by the bylaws, including information regarding the proposal and the proponent.

Special Meetings of Stockholders. Our bylaws provides that special meetings of stockholders may be called at any time by only the Chairman of the Board, the Chief Executive Officer, the President or the Board of Directors, or in their absence or disability, by any vice president.

Exclusive Forum Provision. Our certificate of incorporation provides that the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors or officers to us or our stockholders, (iii) any action asserting a claim against us arising pursuant to any provision of the Delaware General Corporation Law (the "DGCL"), or our certificate of incorporation or the bylaws, and (iv) any action asserting a claim against us governed by the internal affairs doctrine. This choice of forum provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits against us and our directors, officers and employees. Alternatively, a court could find these provisions of our certificate of incorporation to be inapplicable or unenforceable in respect of one or more of the specified types of actions or proceedings, which may require us to incur additional costs associated with resolving such matters in other jurisdictions, which could adversely affect our business and financial condition.

Amendment of Bylaws. Our stockholders may amend any provisions of our bylaws by obtaining the affirmative vote of the holders of a majority of each class of issued and outstanding shares of our voting securities, at a meeting called for the purpose of amending and/or restating our bylaws.

Preferred Stock. Our certificate of incorporation authorizes our Board of Directors to create and issue rights entitling our stockholders to purchase shares of our stock or other securities. The ability of our board to establish the rights and issue substantial amounts of preferred stock without the need for stockholder approval may delay or deter a change in control of us. See "Preferred Stock" above.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Transfer Online, 512 SE Salmon Street, Portland, OR 97214, Phone: (503) 227-2950.

Listing

We intend to apply for the listing of our common stock on the Nasdaq Capital Market under the symbol "AMMA".

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our common stock, and we cannot predict the effect, if any, that market sales of shares of our common stock or the availability of shares of our common stock for sale will have on the market price of our common stock prevailing from time to time. Future sales of our common stock in the public market, or the availability of such shares for sale in the public market, could adversely affect market prices prevailing from time to time. As described below, only a limited number of shares will be available for sale shortly after this offering, due to contractual and legal restrictions on resale. Nevertheless, sales of our common stock in the public market after such restrictions lapse, or the perception that those sales may occur, could adversely affect the prevailing market price at such time and our ability to raise equity capital in the future.

Following the completion of this offering, and after giving effect to the acquisition of the Target Companies and the purchase of Hoss and Louis Neglia which will occur upon the completion of this offering, based on the number of shares of our capital stock outstanding as of December 31, 2015, we will have a total of 8,444,445 shares of our common stock outstanding assuming the maximum amount is sold in the offering and not giving effect to the exercise of the underwriters' overallotment option. Of these outstanding shares, all of the shares of common stock sold in this offering will be freely tradable, except that any shares purchased in this offering by our affiliates, as that term is defined in Rule 144 under the Securities Act, would only be able to be sold in compliance with the Rule 144 limitations described below.

The remaining outstanding shares of our common stock will be deemed "restricted securities" as defined in Rule 144. Restricted securities may be sold in the public market only if they are registered or if they qualify for an exemption from registration under Rule 144 or Rule 701 under the Securities Act, which rules are summarized below. In addition, holders of holders of 1% or more of our common stock have entered into lock-up agreements with us under which they have agreed, subject to specific exceptions, not to sell any of our stock for at least 180 days following the date of this prospectus, as described below. As a result of these agreements, subject to the provisions of Rule 144 or Rule 701, based on an assumed offering date of _____ __, 2016, shares will be available for sale in the public market as follows:

- beginning on the date of this prospectus, the [1,777,778] shares of common stock sold in this offering will be immediately available for sale in the public market;
- beginning 181 days after the date of this prospectus, [6,666,667] additional shares of common stock will become eligible for sale in the public market, of which [1,377,531] shares will be held by affiliates and subject to the volume and other restrictions of Rule 144, as described below; and
- the remainder of the shares of common stock will be eligible for sale in the public market from time to time thereafter, subject in some cases to the volume and other restrictions of Rule 144, as described below.

Lock-Up Agreements

We, our officers and directors and holders of 1% or more of our common stock have agreed that, subject to certain exceptions and under certain conditions, for a period of 180 days after the date of this prospectus, we and they will not, without the prior written consent of the underwriter Network 1 Financial Securities, Inc., dispose of or hedge any shares or any securities convertible into or exchangeable for shares of our capital stock. The underwriter may, in its discretion, release any of the securities subject to these lock-up agreements at any time.

The restrictions described in the immediately preceding paragraph do not apply to:

- bona fide gifts;
- the transfer by a security holder of our common stock to any immediate family member of the security holder or any trust for the direct or indirect benefit of the security holder or the immediate family of the security holder;

- transfers of our common stock by operation of law, including domestic relations orders;
- transfers by testate succession or intestate distribution;
- a forfeiture of shares of common stock or other securities solely to us in a transaction exempt from Section 16(b) of the Exchange Act in connection with the payment of taxes due upon the exercise of options to purchase our common stock or vesting of our securities pursuant to our 2016 Equity Incentive Plan;
- transfers of our common stock by a security holder as a distribution to limited partners, members, stockholders or other security holders or, if the security holder is a trust, to the beneficiaries of the by a security holder;
- transfers of our common stock by a security holder to the security holder's affiliates or to any investment fund or other entity controlled or managed by, or under common control or management by, the security holder;
- the sale of shares of common stock purchased by a security holder on the open market if (i) such sales are not required during the lock-up period to be reported in any public report or filing with the SEC or otherwise and (ii) the security holder does not otherwise voluntarily effect any public filing or report regarding such sales during the lock-up period; and
- the exercise of stock options granted pursuant to the Company's equity incentive plans or warrants to purchase Common Stock, so long as the shares of common stock received upon such exercise remain subject to the terms of the lock-up agreement.

In the event that any of our officers or directors or a person or group (as such term is used in Section 13(d)(3) of the Exchange Act) that is the record or beneficial owner of one percent (aggregating ownership of affiliates) or more of our capital stock is granted an early release, then each person or group who has executed a lock-up agreement automatically will be granted an early release from its obligations under the lock-up agreement on a pro rata basis.

Rule 144

In general, under Rule 144 as currently in effect, once we have been subject to the public company reporting requirements of Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended, or the Exchange Act, for at least 90 days, a person who is not deemed to have been one of our affiliates for purposes of the Securities Act at any time during the 90 days preceding a sale and who has beneficially owned the shares proposed to be sold for at least six months, including the holding period of any prior owner other than our affiliates, is entitled to sell those shares without complying with the manner of sale, volume limitation or notice provisions of Rule 144, subject to compliance with the public information requirements of Rule 144. If such a person has beneficially owned the shares proposed to be sold for at least one year, including the holding period of any prior owner other than our affiliates, then that person would be entitled to sell those shares without complying with any of the requirements of Rule 144.

In general, under Rule 144, as currently in effect, our affiliates or persons selling shares on behalf of our affiliates are entitled to sell upon expiration of the lock-up agreements described above, within any three-month period, a number of shares that does not exceed the greater of:

- 1% of the number of shares of our common stock then outstanding, which will equal approximately 82,500 shares immediately after this offering; or
- the average weekly trading volume of our common stock during the four calendar weeks preceding the filing of a notice on Form 144 with respect to that sale.

Sales under Rule 144 by our affiliates or persons selling shares on behalf of our affiliates are also subject to certain manner of sale provisions and notice requirements and to the availability of current public information about us.

Rule 701

Rule 701 generally allows a stockholder who purchased shares of our common stock pursuant to a written compensatory plan or contract and who is not deemed to have been an affiliate of our company during the immediately preceding 90 days to sell these shares in reliance upon Rule 144, but without being required to comply with the public information, holding period, volume limitation or notice provisions of Rule 144. Rule 701 also permits affiliates of our company to sell their Rule 701 shares under Rule 144 without complying with the holding period requirements of Rule 144. All holders of Rule 701 shares, however, are required by that rule to wait until 90 days after the date of this prospectus before selling those shares pursuant to Rule 701

UNDERWRITING

We have entered into an underwriting agreement with Network 1 Financial Securities, Inc., with respect to the shares of our common stock in this offering. Under the terms and subject to the conditions contained in the underwriting agreement, we have agreed to issue and sell to the public through the underwriter, and the underwriter has agreed to offer and sell, up to 1,777,778 shares of our common stock, on a best efforts basis.

The underwriting agreement provides that the obligation of the underwriters to arrange for the offer and sale of the shares of our common stock, on a best efforts basis, is subject to certain conditions precedent, including but not limited to (i) receipt of a listing approval letter from the Nasdaq Capital Market, (ii) delivery of legal opinions, and (iii) delivery of auditor comfort letters. The underwriters are under no obligation to purchase any shares of our common stock for their own account. As a "best efforts" offering, there can be no assurance that the offering contemplated hereby will ultimately be consummated, or even if consummated that we will in fact obtain a listing on the Nasdaq Capital Market. The underwriters may, but are not obligated to, retain other selected dealers that are qualified to offer and sell the shares and that are members of the Financial Industry Regulatory Authority, Inc. The underwriters propose to offer the shares to investors at the public offering price, and will receive the underwriting commissions, set forth on the cover of this prospectus. The gross proceeds of this offering will be deposited at [Signature Bank, New York, New York], in an escrow account established by us, until we have sold a minimum of 1,111,111 shares of common stock and otherwise satisfy the listing conditions to trade our common stock on the Nasdaq Capital Market. Once we satisfy the minimum stock sale and Nasdaq listing conditions, the funds will be released to us.

We anticipate the shares of our common stock will be listed on the Nasdaq Capital Market under the symbol "AMMA." In order to list, the Nasdaq Capital Market requires that, among other criteria, at least 1,111,111 publicly-held shares of our common stock be outstanding, the shares be held in the aggregate by at least 300 round lot holders, the market value of the publicly-held shares of our common stock be at least $15.0 million, our stockholders' equity after giving effect to the sale of our shares in this offering be at least $4.0 million, the bid price per share of our common stock be $4.50 or more, and there be at least three registered and active market makers for our common stock. If the application is approved, trading of our shares on the Nasdaq Capital Market is expected to begin within five days after the date of initial issuance of the common stock.

The following table and the two succeeding paragraphs summarize the underwriting compensation and estimated expenses we will pay:

	Public Offering Price	Underwriting Commissions	Proceeds to Us, Before Expenses
Per share	$ 4.50	$	$
Total minimum offering	$ 5,000,000	$	$
Total maximum offering	$ 8,000,000	$	$

We have agreed to reimburse the underwriters for expenses incurred relating to the offering, including all actual fees and expenses incurred by the underwriters in connection with, among other things, due diligence costs, the underwriters' "road show" expenses, and the fees and expenses of the underwriters' counsel. The fees and expenses of underwriters' counsel shall not exceed $75,000. We estimate that the total expenses of this offering, excluding underwriting commissions described above, will be approximately $400,000. We have also agreed to pay the representative a financial advisory fee of 1.5% of the gross proceeds raised at the closing of this offering (including any shares sold upon the exercise of the underwriters' over-allotment option).

As additional compensation to the underwriters, upon consummation of this offering, we will issue to the underwriters or their designees warrants to purchase an aggregate number of shares of our common stock equal to 10% of the number of shares of common stock issued in this offering, at an exercise price per share equal to 125.0% of the initial public offering price (the "Underwriter Warrants"). The Underwriter Warrants and the underlying shares of common stock will not be exercised, sold, transferred, assigned, or hypothecated or be the subject of any hedging, short sale, derivative, put or call transaction that would result in the effective economic disposition of the Underwriter Warrants by any person for a period of 180 days from the effective date of the registration statement for this offering in accordance with FINRA Rule 5110. The Underwriter Warrants will expire on the fifth anniversary of the effective date of the registration statement for this offering.

A prospectus in electronic format may be made available on the website maintained by the underwriter, or selling group members, if any, participating in the offering. The underwriter may agree to allocate a number of shares to selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the underwriter, and selling group members, if any, that may make Internet distributions on the same basis as other allocations.

We have agreed that we will not: (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of capital stock of our company or any securities convertible into or exercisable or exchangeable for shares of capital stock of our company; (ii) file or cause to be filed any registration statement with the SEC relating to the offering of any shares of capital stock of our company or any securities convertible into or exercisable or exchangeable for shares of capital stock of our company; or (iii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of capital stock of our company, whether any such transaction described in clause (i), (ii) or (iii) above is to be settled by delivery of shares of capital stock of our company or such other securities, in cash or otherwise, in each case without the prior consent of the underwriter for a period of twelve months after the date of this prospectus, other than (A) the shares of our common stock to be sold hereunder, (B) the issuance by us of shares of our common stock upon the exercise of a stock option or warrant or the conversion of a security outstanding on the date of this offering, hereafter issued pursuant to our currently existing or hereafter adopted equity compensation plans or employment or consulting agreements or arrangements of which the representative has been advised in writing or which have been filed with the Commission or (C) the issuance by us of stock options or shares of capital stock of our company under any currently existing or hereafter adopted equity compensation plan or employment/consulting agreements or arrangements of our company.

The underwriting agreement provides that we will indemnify the underwriters against certain liabilities, including liabilities under the Securities Act, or contribute to payments the underwriters may be required to make in respect thereof.

We have applied to have our common stock approved for listing on the Nasdaq Capital Market under the symbol "AMMA." If the application is approved, trading of our common stock on the Nasdaq Capital Market is expected to begin within five days after the date of initial issuance of the common stock. We will not consummate and close this offering without a listing approval letter from the Nasdaq Capital Market. Our receipt of a listing approval letter is not the same as an actual listing on the Nasdaq Capital Market. The listing approval letter will serve only to confirm that, if we sell a number of shares in this best efforts offering sufficient to satisfy applicable listing criteria, our common stock will in fact be listed.

Prior to this offering, there has been no public market for our common stock. The initial public offering price has been determined by negotiations between us and the underwriter. In determining the initial public offering price, we and the underwriter have considered a number of factors including:

- the information set forth in this prospectus and otherwise available to the underwriter;
- our prospects and the history and prospects for the industry in which we compete;
- an assessment of our management;
- our prospects for future earnings;
- the general condition of the securities markets at the time of this offering;

- the recent market prices of, and demand for, publicly traded common stock of generally comparable companies; and
- other factors deemed relevant by the underwriters and us.

Neither we nor the underwriters can assure investors that an active trading market will develop for shares of our common stock, or that the shares will trade in the public market at or above the initial public offering price.

LEGAL MATTERS

The validity of the common stock being offered hereby and other certain legal matters will be passed upon for us by Mazzeo Song P.C., New York, New York. Certain legal matters will be passed upon for the underwriters by _____, New York, New York.

EXPERTS

Friedman LLP, our independent registered public accounting firm, has audited our financial statements from our inception on February 12, 2015 through December 31, 2015, as set forth in their report. Friedman LLP has also audited the financial statements for each of the years ended December 31, 2015 and 2014 for each of the Target Companies, as set forth in their report. We have included our financial statements and the financial statements of each of the Target Companies in the prospectus and elsewhere in the registration statement in reliance on Friedman LLP's report, given on their authority as experts in accounting and auditing.

The current address of Friedman LLP is 1700 Broadway, New York, New York 10019.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act, with respect to our common stock offered hereby. This prospectus, which forms part of the registration statement, does not contain all of the information set forth in the registration statement and the exhibits and schedules to the registration statement. For further information about us and our common stock, we refer you to the registration statement and the exhibits and schedules to the registration statement filed as part of the registration statement. Statements contained in this prospectus as to the contents of any contract or other document filed as an exhibit are qualified in all respects by reference to the actual text of the exhibit. You may read and copy the registration statement, including the exhibits and schedules to the registration statement, at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You can obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. In addition, the SEC maintains an Internet website at *www.sec.gov* that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC and from which you can electronically access the registration statement, including the exhibits and schedules to the registration statement.

As a result of the offering, we will become subject to the full informational requirements of the Exchange Act. We will fulfill our obligations with respect to such requirements by filing periodic reports and other information with the SEC. We intend to furnish our stockholders with annual reports containing financial statements certified by an independent registered public accounting firm. We also maintain an Internet site at *www.alliancemma.com*. Information on, or accessible through, our website is not a part of this prospectus.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth the estimated costs and expenses to be incurred in connection with the issuance and distribution of the securities of Alliance MMA, Inc. (the "Registrant") which are registered under this Registration Statement on Form S-1 (this "Registration Statement"), other than underwriting discounts and commissions. All amounts are estimates except the Securities and Exchange Commission registration fee and the Financial Industry Regulatory Authority, Inc. filing fee.

The following expenses will be borne solely by the Registrant.

		Amount to be Paid
SEC Registration fee	$	906
Financial Industry Regulatory Authority, Inc. filing fee	$	2,500
Nasdaq Listing fees	$	75,000
Printing and engraving expenses	$	*
Legal fees and expenses	$	*
Accounting fees and expenses	$	*
Transfer Agent's fees	$	*
Miscellaneous fees and expenses	$	*
Total		*

* To be provided by amendment.

Item 14. Indemnification of Directors and Officers.

Pursuant to Section 145 of the Delaware General Corporation Law (the "DGCL"), a corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than a derivative action by or in the right of such corporation) by reason of the fact that such person is or was a director, officer, employee or agent of such corporation, or serving at the request of such corporation in such capacity for another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of such corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

The DGCL also permits indemnification by a corporation under similar circumstances for expenses (including attorneys' fees) actually and reasonably incurred by such persons in connection with the defense or settlement of a derivative action or suit, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to such corporation unless the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

To the extent a present or former director or officer is successful in the defense of such an action, suit or proceeding referenced above, or in defense of any claim, issue or matter therein, a corporation is required by the DGCL to indemnify such person for actual and reasonable expenses incurred in connection therewith. Expenses (including attorneys' fees) incurred by such persons in defending any action, suit or proceeding may be paid in advance of the final disposition of such action, suit or proceeding upon in the case of a current officer or director, receipt of an undertaking by or on behalf of such person to repay such amount if it is ultimately determined that such person is not entitled to be so indemnified.

The DGCL provides that the indemnification described above shall not be deemed exclusive of other indemnification that may be granted by a corporation pursuant to its bylaws, disinterested directors' vote, stockholders' vote and agreement or otherwise.

Section 102(b)(7) of the DGCL enables a corporation, in its certificate of incorporation or an amendment thereto, to eliminate or limit the personal liability of a director to the corporation or its stockholders for monetary damages for violations of the directors' fiduciary duty, except (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the DGCL (providing for liability of directors for unlawful payment of dividends or unlawful stock purchases or redemptions) or (iv) for any transaction from which a director derived an improper personal benefit. The Registrant's certificate of incorporation provides for such limitations on liability for its directors.

The DGCL also provides corporations with the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of such corporation, or is or was serving at the request of such corporation in a similar capacity for another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability as described above. In connection with this offering, the Registrant will obtain liability insurance for its directors and officers. Such insurance would be available to its directors and officers in accordance with its terms.

The Registrant's certificate of incorporation in requires the Registrant to indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "covered person") who was or is made or is threatened to be made a party or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding") by reason of the fact that he or she is or was a director, officer or member of a committee of the Registrant, or, while a director or officer of the Registrant, is or was serving at the request of the Registrant as a director or officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees), judgment, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with a proceeding.

In addition, under the Registrant's certificate of incorporation, in certain circumstances, the Registrant shall pay the expenses (including attorneys' fees) incurred by a covered person in defending a proceeding in advance of the final disposition of such proceeding; provided, however, that the Registrant shall not be required to advance any expenses to a person against whom the Registrant directly brings an action, suit or proceeding alleging that such person (1) committed an act or omission not in good faith or (2) committed an act of intentional misconduct or a knowing violation of law. Additionally, an advancement of expenses incurred by a covered person shall be made only upon delivery to the Registrant of an undertaking, by or on behalf of such covered person, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal or otherwise in accordance with Delaware law that such covered person is not entitled to be indemnified for such expenses.

The foregoing statements are subject to the detailed provisions of Section 145 of the DGCL and the full text of the Registrant's certificate of incorporation, which is filed as Exhibit 3.1 hereto. Reference is made to the form of underwriting agreement to be filed as Exhibit 1.1 hereto for provisions providing that the underwriters are obligated under certain circumstances, to indemnify our directors, officers and controlling persons against certain liabilities under the Securities Act of 1933, as amended.

Item 15. Recent Sales of Unregistered Securities.

Except as set forth below, in the three years preceding the filing of this Registration Statement, the Registrant has not issued any securities except as set forth below:

Upon the effective date of the registration statement of which this prospectus is a part, and listing of our common stock on the Nasdaq Capital Market, we will issue an aggregate of 1,377,531 shares of our common stock to the stockholders and members of the Target Companies and Hoss.

None of these transactions involved any underwriters' underwriting discounts or commissions, or any public offering. We believe that each of the following issuances was exempt from registration under the Securities Act in reliance on Section 4(a)(2) of the Securities Act regarding transactions not involving a public offering.

Item 16. Exhibits and Financial Statement Schedules.

(a) ***Exhibits***: Reference is made to the Exhibit Index following the signature pages hereto, which Exhibit Index is hereby incorporated into this Item.

(b) ***Financial Statement Schedules***: All schedules are omitted because the required information is inapplicable or the information is presented in the financial statements and the related notes.

Item 17. Undertakings

The undersigned hereby undertakes:

(a) The undersigned Registrant hereby undertakes to provide to the underwriter at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

(b) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions referenced in Item 14 of this Registration Statement, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer, or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereunder, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(c) The undersigned Registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of new York, New York, on _____ __, 2016.

Alliance MMA, Inc.

By: /s/ Paul K. Danner, III

Paul K. Danner, III, Chief Executive Officer and Director (Principal Executive Officer)

By: /s/ Frank Gallagi

Frank Gallagi, Chief Financial Officer (Principal Accounting and Financial Officer)

By: /s/ Joseph Gamberale

Joseph Gamberale, Director

EXHIBIT INDEX

Exhibit Number	Description
1.1	Form of Underwriting Agreement*
3.1	Certificate of Incorporation
3.2	Certificate of Correction to Certificate of Incorporation
3.3	Bylaws*
5	Opinion of Mazzeo Song P.C. as to legality of the securities being registered*
10.1	Alliance MMA, Inc. 2016 Equity Incentive Plan *
10.2	Asset Purchase Agreement by and between Alliance MMA, Inc., CageTix LLC, and Jay Schneider dated February 23, 2016.*
10.3	Asset Purchase Agreement by and between Alliance MMA, Inc., CFFC Promotions, LLC, Robert J. Haydak, and Michael V. Constantino dated February 23, 2016.*
10.4	Asset Purchase Agreement by and between Alliance MMA, Inc., Punch Drunk, Inc., d/b/a Combat Games MMA, Joe DeRobbio and Jason Robinett dated February 23, 2016.*
10.5	Asset Purchase Agreement by and between Alliance MMA, Inc., Hoosier Fight Club Promotions, LLC, Danielle L. Vale and Paul Vale dated February 23, 2016.*
10.6	Asset Purchase Agreement by and between Alliance MMA, Inc., Bang Time Entertainment, LLC, d/b/a Shogun Fights, and John Rallo dated March 18, 2016.*
10.7	Asset Purchase Agreement by and between Alliance MMA, Inc., V3, LLC, and Nick Harmeier dated February 23, 2016.*
10.8	Fight Library Copyright Purchase Agreement by and between Alliance MMA, Inc. and Louis Neglia's Martial Arts Karate, Inc. dated September 15, 2015.*
10.9	Fight Library Copyright Purchase Agreement by and between Alliance MMA, Inc. and Hoss Promotions, Inc. dated February 23, 2016.*
10.10	Agreement and Plan of Merger by and among Alliance MMA, Inc., GFL Acquisition Co., Inc., Go Fight Net, Inc., and David Klarman dated March 1, 2016.*
10.11	Executive Employment Agreement between Alliance MMA, Inc. and Paul K. Danner dated May 1, 2016.
10.12	Executive Employment Agreement between Alliance MMA, Inc. and Frank Gallagi dated May 1, 2016.
10.13	Amended and Restated Unsecured Promissory Note between Alliance MMA, Inc. and Ivy Equity Investors, LLC dated February 12, 2015.
21	Subsidiaries of the Registrant*
23.1	Consent of Independent Registered Public Accounting Firm
23.2	Consent of Mazzeo Song P.C. (included in Exhibit 5)*

* To be filed by amendment.

ALLIANCE MMA, INC.
FINANCIAL STATEMENTS
DECEMBER 31, 2015

ALLIANCE MMA, INC.
FINANCIAL STATEMENTS
DECEMBER 31, 2015

Financial Statements

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Management of
Alliance MMA, Inc.

We have audited the accompanying balance sheet of Alliance MMA, Inc. (the "Company") as of December 31, 2015, and the related statements of operations, stockholders' deficit, and cash flows for the period from February 12, 2015 (inception) to December 31, 2015. The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audit.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2015, and the results of its operations and its cash flows for the period from February 12, 2015 (inception) to December 31, 2015, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company's losses, negative cash flows from operations and working capital deficit raise substantial doubt its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Friedman LLP

Marlton, New Jersey

May 12, 2016

ALLIANCE MMA, INC.
BALANCE SHEET
DECEMBER 31,

	2015
ASSETS	
CURRENT ASSETS	
Deferred offering expenses	25,000
Total current assets	25,000
TOTAL ASSETS	$ 25,000
LIABILITIES AND STOCKHOLDERS' DEFICIT	
CURRENT LIABILITIES	
Accrued expenses	$ 52,717
Related party - note payable	353,450
TOTAL CURRENT LIABILITIES	406,167
TOTAL LIABILITIES	406,167
STOCKHOLDERS' DEFICIT	
Preferred Stock, $.001 par value; 5,000,000 shares authorized at December 31, 2015; nil shares issued and outstanding.	-
Common stock, $.001 par value; 45,000,000 shares authorized 5,289,136 shares issued and outstanding	5,289
Accumulated deficit	(386,456)
TOTAL STOCKHOLDERS' DEFICIT	(381,167)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	$ 25,000

The accompanying notes are an integral part of these financial statements

ALLIANCE MMA, INC.
STATEMENT OF OPERATIONS
FROM FEBRUARY 12, 2015 (INCEPTION) THROUGH DECEMBER 31, 2015

	2015
OPERATING EXPENSES	
General and administrative expenses	$ 42,027
Professional and consulting fees	344,429
Total Operating Expenses	386,456
NET LOSS APPLICABLE TO COMMON SHARES	$ (386,456)
WEIGHTED AVERAGE OF COMMON SHARES OUTSTANDING	
BASIC AND DILUTED	5,289,136
NET LOSS PER BASIC AND DILUTED SHARES	$ (0.07)

The accompanying notes are an integral part of these financial statements

ALLIANCE MMA, INC.
STATEMENT OF CASH FLOWS
FROM FEBRUARY 12, 2015 (INCEPTION) THROUGH DECEMBER 31, 2015

	2015
CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss	$ (386,456)
Changes in assets and liabilities:	
Deferred offering costs	(25,000)
Accrued expenses	52,717
Net cash used in operating activities	(358,739)
CASH FLOWS FROM FINANCING ACTIVITIES	
Proceeds from notes payable	353,450
Proceeds from issuing founders shares	5,289
Net cash provided by financing activities	358,739
INCREASE IN CASH	-
CASH - BEGINNING OF YEAR	-
CASH - END OF YEAR	$ -

The accompanying notes are an integral part of these financial statements

ALLIANCE MMA, INC.
STATEMENT OF CHANGES IN STOCKHOLDERS' DEFICIT
FROM FEBRUARY 12, 2015 (INCEPTION) THROUGH DECEMBER 31, 2015

	Preferred Stock		Common Stock		Additional Paid-in Capital	Retained Earnings	Total
	Shares	Amount	Shares	Amount			
Balance, February 12, 2015	-	$ -	-	$ -	$ -	$ -	$ -
Founders shares	-	-	5,289,136	5,289	-	-	5,289
Net loss						(386,456)	(386,456)
Balance, December 31, 2015	-	$ -	5,289,136	$ 5,289	$ -	$ (386,456)	$ (381,167)

The accompanying notes are an integral part of these financial statements

ALLIANCE MMA, INC.
FINANCIAL STATEMENTS
DECEMBER 31, 2015

NOTE 1 - DESCRIPTION OF BUSINESS

Nature of Business

Alliance MMA, Inc. was formed in Delaware on February 12, 2015 to acquire the businesses of the following:

- CFFC Promotions, LLC;
- Hoosier Fight Club LLC;
- Punch Drunk Inc., also known as Combat Games MMA;
- Bang Time Entertainment, LLC DBA Shogun Fights;
- Cagetix LLC;
- And V3, LLC.

In addition the Company plans to merge with Go Fight Net, Inc a leading MMA video production and distribution Company. Cagetix LLC is a leading MMA ticketing platform. We refer to the aforementioned companies as the Target Companies. By combining the Target Companies, Alliance intends to create a developmental league for professional MMA fighters and the premier feeder organization to the Ultimate Fighting Championship, or the UFC, the sports largest mixed martial arts promotion company featuring most of the top-ranked fighters in world as well as other premier MMA promotions such as Bellator. Under the Alliance MMA umbrella, the Target Company promotions and other regional MMA promotions we intend to acquire over time will discover and cultivate the next generation of UFC and other premier MMA promotion champions, while at the same time generating live original media content, attracting an international fan base, and generating sponsorship revenue for our live MMA events and professional fighters.

NOTE 2 – LIQUIDITY AND GOING CONCERN

These financial statements have been prepared on the basis that the Company is a going concern, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company has incurred losses since inception, generates no operating revenue, and as reflected in the accompanying financial statements, includes net loss applicable to common stockholders of $386,456 for the period ended December 31, 2015.

We plan to raise capital through a public offering of our common stock, which we anticipate will be completed in the second half of 2016. Upon completion of the offering, Alliance will acquire the certain operating businesses. Our management believes that the revenue generated by these businesses, together with the net proceeds of the offering, will provide Alliance with sufficient capital to fund our operations; however, management cannot provide any assurances that the offering will be completed or that we will be able to obtain additional capital if our operating revenue and the proceeds of the offering are not sufficient to fund our operations.

The accompanying financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

NOTE 3 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP").

Use of Estimates

The preparation of the financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Certain of our estimates, including evaluating the collectability of accounts receivable, could be affected by external conditions, including those unique to our industry, and general economic conditions. It is possible that these external factors could have an effect on our estimates that could cause actual results to differ from our estimates. We re-evaluate all of our accounting estimates at least quarterly based on these conditions and record adjustments when necessary.

Income Taxes

The Company uses the asset and liability method of accounting for income taxes in accordance with ASC Topic 740, "Income Taxes." Under this method, income tax expense is recognized for the amount of: (i) taxes payable or refundable for the current year and (ii) deferred tax consequences of temporary differences resulting from matters that have been recognized in an entity's financial statements or tax returns. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the results of operations in the period that includes the enactment date.

A valuation allowance is provided to reduce the deferred tax assets reported if based on the weight of the available positive and negative evidence, it is more likely than not some portion or all of the deferred tax assets will not be realized.

ASC Topic 740.10.30 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements and prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. ASC Topic 740.10.40 provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. We have no material uncertain tax positions for any of the reporting periods presented.

NOTE 4 – DEFERRED OFFERING COSTS

During 2015, the Company incurred $25,000 related to legal services in relation to its Form S-1 Registration Statement. As such, these expenses were deferred for reporting purposes at December 31, 2015.

NOTE 5 – INCOME TAXES

	December 31, 2015
Deferred tax assets	$ 135,260
Deferred tax valuation allowance	(135,260)
Net deferred tax assets	$ -

NOTE 6 – RELATED PARTY NOTE PAYABLE

In February 2015, we entered into a loan agreement with Ivy Equity Investors, LLC, an affiliate of our founder Mr. Joseph Gamberale , and at the time the note was entered into our sole director, pursuant to which Ivy would advance up to $500,000 to satisfy our start up expenses, including professional fees incurred with this offering and expenses incident to the Target Company transactions. This loan is evidenced by an unsecured promissory note which bears interest at the rate of 6% per annum. On March 1, 2015, $5,289 which represents the par value of the shares issued to the founding stockholders was applied to reduce the outstanding principal and accrued interest on the note. The principal amount owing under the note as of December 31, 2015 was $ 353,450. The note matures on the earlier of the closing of the offering made by this prospectus or January 1, 2017. We anticipate paying off the note in full at the closing of the offering from the net proceeds available to us. The accrued interest on this note as of December 31, 2015 was $ 8,127.

NOTE 7 – STOCKHOLDERS' EQUITY

There were 5,000,000 shares of preferred stock authorized, with nil shares issued and outstanding at December 31, 2015.

There were 45,000,000 shares of common stock authorized, with 5,289,136 shares issued and outstanding at December 31, 2015.

NOTE 8- SUBSEQUENT EVENTS

The related party note payable increased by the amount $147,201 to the new balance of $500,651 as of April 15, 2016.

On May 1, 2016, the related party note payable was amended and restated to permit an aggregate borrowing of up to $600,000.

CFFC PROMOTIONS, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Management of
CFFC Promotions, LLC

We have audited the accompanying balance sheet of CFFC Promotions, LLC (the "Company") as of December 31, 2015 and 2014, and the statements of operations, members' deficiency, and cash flows for the years then ended. The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audit.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

/s/ Friedman LLP

Marlton, New Jersey

May 12, 2016

CFFC PROMOTIONS, LLC
BALANCE SHEETS
DECEMBER 31,

	2015	2014
ASSETS		
CURRENT ASSETS		
Cash	$ 6,006	$ 3,065
Accounts receivable, net	10,500	-
Total current assets	16,506	3,065
Property and equipment - net	5,807	8,486
TOTAL ASSETS	$ 22,313	$ 11,551
LIABILITIES AND MEMBERS' DEFICIENCY		
CURRENT LIABILITIES		
Accrued expenses	$ 23,650	$ -
Related party note payable - short term	-	36,000
Total current liabilities	23,650	36,000
LONG TERM LIABILITIES		
Related party note payable - long term	67,000	46,000
	67,000	46,000
TOTAL LIABILITIES	90,650	82,000
Members' deficit	(68,337)	(70,449)
TOTAL LIABILITIES AND MEMBERS' DEFICIENCY	$ 22,313	$ 11,551

The accompanying notes are an integral part of these financial statements

CFFC PROMOTIONS, LLC
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31,

	2015	2014
REVENUE	$ 709,468	$ 626,835
COST OF REVENUE	533,628	532,761
GROSS PROFIT	175,840	94,074
OPERATING EXPENSES		
General and administrative expenses	84,584	108,525
Bad debt expense	22,625	-
Professional and consulting fees	49,300	18,721
Depreciation	2,679	1,600
Total Operating Expenses	159,188	128,846
NET INCOME (LOSS)	$ 16,652	$ (34,772)

The accompanying notes are an integral part of these financial statements

CFFC PROMOTIONS, LLC
STATEMENTS OF MEMBERS' DEFICIENCY
FOR THE YEARS ENDED DECEMBER 31,

	Total
Balance, January 1, 2014	$ -
Net Loss	(34,772)
Distributions	(63,372)
Contributions	27,695
Balance, December 31, 2014	(70,449)
Net Income	16,652
Distributions	(14,540)
Balance, December 31, 2015	$ (68,337)

The accompanying notes are an integral part of these financial statements

CFFC PROMOTIONS, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31,

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	$ 16,652	$ (34,772)
Adjustments to reconcile net income (loss) to cash provided by operating activities:		
Bad debt expense	22,625	-
Depreciation	2,679	1,600
Changes in assets and liabilities:		
Accounts receivable	(33,125)	-
Accrued expenses	23,650	-
Net cash provided by (used in) operating activities	32,481	(33,172)
CASH FLOWS FROM FINANCING ACTIVITIES		
Members' distributions	(14,540)	(63,372)
Members' contributions	-	17,609
Proceeds from related party	-	100,000
Repayment of related party note payable	(15,000)	(18,000)
Net cash (used in) provided by financing activities	(29,540)	36,237
INCREASE IN CASH	2,941	3,065
CASH - BEGINNING OF YEAR	3,065	-
CASH - END OF YEAR	$ 6,006	$ 3,065
SUPPLEMENTAL SCHEDULE OF NONCASH ACTIVITY:		
Members' contribution of equity	$ -	$ 10,086

The accompanying notes are an integral part of these financial statements

CFFC PROMOTIONS, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

NOTE 1 - DESCRIPTION OF BUSINESS

Nature of Business

CFFC Promotions, LLC (“CFFC") promotes mixed martial arts cage fighting in the New York and Pennsylvania. The Company was formed on January 28, 2014.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements are prepared in accordance with generally accepted accounting principles in the United States of America (“US GAAP”).

Accounts Receivable

Accounts receivable are stated at the amounts management expects to collect. An allowance for doubtful accounts is recorded based on a combination of historical experience, aging analysis and information on specific accounts. Account balances are written off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Management has determined that $22,625 allowance is required at December 31, 2015.

Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles (“GAAP”) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Certain of our estimates, including evaluating the collectability of accounts receivable, could be affected by external conditions, including those unique to our industry, and general economic conditions. It is possible that these external factors could have an effect on our estimates that could cause actual results to differ from our estimates. We re-evaluate all of our accounting estimates at least quarterly based on these conditions and record adjustments when necessary.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. Routine maintenance and repairs and minor replacement costs are charged to expense as incurred, while expenditures that extend the life of these assets are capitalized. Depreciation and amortization are provided for in amounts sufficient to write off the cost of depreciable assets to operations over their estimated service lives. The Company uses the same depreciation method for both financial reporting and tax purposes. Upon the sale or retirement of property and equipment, the cost and related accumulated depreciation and amortization will be removed from the accounts and the resulting

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment (Continued)

profit or loss will be reflected in the statement of income. The estimated lives used to determine depreciation and amortization are:

Equipment	5 - 7 years

Revenue Recognition

The Company records revenue from ticket sales and sponsorship income upon successful completion of the related event, at which time services have been deemed rendered, the sales price is fixed and determinable and collectability is reasonably assured.

Advertising Costs

Advertising costs, which are expensed as incurred, totaled approximately $13,797 and $21,230 for the years ended December 31, 2015 and 2014, respectively.

Income Taxes

The Company has elected to be treated as a pass-through entity for income tax purposes and, as such, is not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by its owners on their respective income tax returns. The Company's federal tax status as a pass-through entity is based on its legal status as a limited liability company. Accordingly, the Company is not required to take any tax positions in order to qualify as a pass-through entity. The Company is required to file and does file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these financial statements do not reflect a provision for income taxes and the Company has no other tax positions, which must be considered for disclosure.

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable consists of the following at December 31, 2015 and 2014:

	2015	2014
Accounts receivable	33,125	-
Less allowance for doubtful accounts	(22,625)	-
Accounts receivable, net	$ 10,500	$ -

NOTE 3 - PROPERTY AND EQUIPMENT

Property and equipment consists of the following at December 31, 2015 and 2014:

	2015	2014
Equipment	10,086	10,086
Less accumulated depreciation	(4,279)	(1,600)
Property and equipment, net	$ 5,807	$ 8,486

Depreciation expense for the year ended December 31, 2015 and 2014 was $ 2,679 and $ 1,600, respectively.

NOTE 4 – RELATED PARTY TRANSACTIONS

On February 1, 2014, the Company entered into a note with Mr. Jerry Colombino for $100,000 and is due on February 1, 2017. In 2014 the short and long term portions are $36,000 and $46,000, respectively. In 2015 the Company paid $15,000 to reduce the Note Payable and agreed to defer all remaining payments until February 1, 2017. As of December 31, 2015, the Company has classified the remaining $67,000 as long term.

NOTE 5 - SUBSEQUENT EVENTS

The Company has analyzed its operations subsequent to December 31, 2015 through the date of the auditors' report, and has determined that it does not have any material subsequent events to disclose in these financial statements.

HOOSIER FIGHT CLUB PROMOTIONS, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Member
Hoosier Fight Club Promotions, LLC

We have audited the accompanying balance sheets of Hoosier Fight Club Promotions, LLC (the "Company") as of December 31, 2015 and 2014, and the statements of income, member's (deficit) equity, and cash flows for the years then ended. The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

/s/ Friedman LLP

Marlton, New Jersey

May 12, 2016

HOOSIER FIGHT CLUB PROMOTIONS, LLC
BALANCE SHEETS
DECEMBER 31,

	2015	2014
ASSETS		
CURRENT ASSETS		
Cash	$ 7,610	$ 1,974
Account receivable	2,995	-
	10,605	1,974
Property and equipment - net	534	801
TOTAL ASSETS	$ 11,139	$ 2,775
LIABILITIES AND MEMBER'S (DEFICIENCY) EQUITY		
CURRENT LIABILITIES		
Accrued expenses	9,000	
Ticket tax payable	2,185	-
Deferred revenue	7,500	-
TOTAL CURRENT LIABILITIES	18,685	-
TOTAL LIABILITIES	18,685	-
Member's (deficit) equity	(7,546)	2,775
LIABILITIES AND MEMBER'S (DEFICIENCY) EQUITY	$ 11,139	$ 2,775

The accompanying notes are an integral part of these financial statements

HOOSIER FIGHT CLUB PROMOTIONS, LLC
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31,

	2015	2014
REVENUE	$ 172,315	$ 183,195
COST OF REVENUE	115,010	119,114
GROSS PROFIT	57,305	64,081
OPERATING EXPENSES		
General and administrative expenses	8,218	9,025
Professional and consulting fees	21,800	-
Depreciation	267	267
Total Operating Expenses	30,285	9,292
NET INCOME	$ 27,020	$ 54,789

The accompanying notes are an integral part of these financial statements

HOOSIER FIGHT CLUB PROMOTIONS, LLC
STATEMENT OF MEMBER'S (DEFICIENCY) EQUITY
FOR THE YEARS ENDED DECEMBER 31,

	Total
Balance, January 1, 2014	$ 3,432
Net Income	54,789
Distributions	(55,446)
Balance, December 31, 2014	2,775
Net Income	27,020
Contributions	16,680
Distributions	(54,021)
Balance, December 31, 2015	$ (7,546)

The accompanying notes are an integral part of these financial statements

HOOSIER FIGHT CLUB PROMOTIONS, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31,

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 27,020	$ 54,789
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	267	267
Changes in assets and liabilities:		
Accounts receivable	(2,995)	-
Accrued expenses	9,000	-
Ticket tax payable	2,185	-
Deferred revenue	7,500	-
Net cash provided by operating activities	42,977	55,056
CASH FLOWS FROM FINANCING ACTIVITIES		
Member's distribution	(54,021)	(55,446)
Member's contribution	16,680	-
Net cash used in financing activities	(37,341)	(55,446)
INCREASE (DECREASE) IN CASH	5,636	(390)
CASH - BEGINNING OF YEAR	1,974	2,364
CASH - END OF YEAR	$ 7,610	$ 1,974

The accompanying notes are an integral part of these financial statements

HOOSIER FIGHT CLUB PROMOTIONS, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

NOTE 1 - DESCRIPTION OF BUSINESS

Nature of Business

Hoosier Fight Club Promotions, LLC was started in the State of Indiana on March 1, 2009. Hoosier Fight Club Promotions, LLC (HFC) continues to work towards rising above the status quo and taking local fight promotions to a higher level. HFC's focus is on becoming the premier Mixed Martial Arts (MMA) promoter in Northwest Indiana and the Chicagoland markets. The Porter County Expo Center has become home to HFC.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements are prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP").

Accounts Receivable

Accounts receivable are stated at the amounts management expects to collect. An allowance for doubtful accounts is recorded based on a combination of historical experience, aging analysis and information on specific accounts. Account balances are written off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Management has determined that no allowance is required at December 31 2015 and 2014.

Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Certain of our estimates, including evaluating the collectability of accounts receivable, could be affected by external conditions, including those unique to our industry, and general economic conditions. It is possible that these external factors could have an effect on our estimates that could cause actual results to differ from our estimates. We re-evaluate all of our accounting estimates at least quarterly based on these conditions and record adjustments when necessary.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. Routine maintenance and repairs and minor replacement costs are charged to expense as incurred, while expenditures that extend the life of these assets are capitalized. Depreciation and amortization are provided for in amounts sufficient to write off the cost of depreciable assets to operations over their estimated service lives. The Company uses the same depreciation method for both financial reporting and tax purposes. Upon the sale or retirement of property and equipment, the cost and related accumulated depreciation and amortization will be removed from the accounts and the resulting profit or loss will be reflected in the statement of income. The estimated lives used to determine depreciation and amortization are:

Equipment	5 years
Computer equipment	3 years

Revenue Recognition

The Company records revenue from ticket sales and sponsorship income upon successful completion of the related event, at which time services have been deemed rendered, the sales price is fixed and determinable and collectability is reasonably assured.

Deferred Revenue

The Company received prepayment for sponsor revenue from a sponsor as the Company requires prepayment before the date of the event. As of December 31, 2015 and December 31, 2014, the Company had deferred revenue of $7,500 and nil, respectively. The Company recognizes revenue and decreases deferred revenue in accordance with its revenue recognition policy.

Income Taxes

The Company has elected to be treated as a pass-through entity for income tax purposes and, as such, is not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by its owners on their respective income tax returns. The Company's federal tax status as a pass-through entity is based on its legal status as a limited liability company. Accordingly, the Company is not required to take any tax positions in order to qualify as a pass-through entity. The Company is required to file and does file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these financial statements do not reflect a provision for income taxes and the Company has no other tax positions, which must be considered for disclosure.

NOTE 3 - PROPERTY AND EQUIPMENT

Property and equipment consists of the following at December 31, 2015 and 2014:

	2015	2014
Equipment	1,335	1,335
Less accumulated depreciation and amortization	(801)	(534)
Property and equipment, net	$ 534	$ 801

NOTE 4 – ACCRUED EXPENSES

Accrued expenses consists of the following at December 31, 2015 and 2014:

	2015	2014
Audit fee	9,000	-
Accrued expenses	$ 9,000	$ -

NOTE 5 - SUBSEQUENT EVENTS

The Company has analyzed its operations subsequent to December 31, 2015 through the date of the auditors' report, and has determined that it does not have any material subsequent events to disclose in these financial statements.

PUNCH DRUNK INC.
FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders of
Punch Drunk Inc.

We have audited the accompanying balance sheets of Punch Drunk Inc. (the "Company") as of December 31, 2015 and 2014, and the statements of income, changes in retained earnings (deficit), and cash flows for the years then ended. The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

/s/ Friedman LLP

Marlton, New Jersey

May 12, 2016

PUNCH DRUNK INC.
BALANCE SHEETS
DECEMBER 31,

	2015	2014
ASSETS		
CURRENT ASSETS		
Cash	$ 3,829	$ 7,829
	3,829	7,829
Property and equipment - net	13,009	22,192
TOTAL ASSETS	$ 16,838	$ 30,021
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 23,685	$ 9,673
Customer deposits	-	12,500
Short-term loan from related party	-	5,000
TOTAL CURRENT LIABILITIES	23,685	27,173
TOTAL LIABILITIES	23,685	27,173
STOCKHOLDERS' EQUITY (DEFICIT)		
Common stock, $.001 par value; 1,000 shares authorized 1,000 issued shares issued and outstanding	1	1
Retained earnings	(6,848)	2,847
TOTAL STOCKHOLDERS' EQUITY (DEFICIT)	(6,847)	2,848
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)	$ 16,838	$ 30,021

The accompanying notes are an integral part of these financial statements

PUNCH DRUNK INC.
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31,

	2015	2014
REVENUE	$ 285,415	$ 197,968
COST OF REVENUE	111,234	83,758
GROSS PROFIT	174,181	114,210
OPERATING EXPENSES		
General and administrative expenses	127,111	83,399
Professional and consulting fees	27,780	7,343
Depreciation and amortization	9,183	9,563
Total operating expenses	164,074	100,305
NET INCOME	$ 10,107	$ 13,905

The accompanying notes are an integral part of these financial statements

PUNCH DRUNK INC.
STATEMENTS OF CHANGES IN RETAINED EARNINGS (DEFICIT)
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	Total
Balance, January 1, 2014	$ 9,007
Net Income	13,905
Contributions	29,352
Distributions	(49,417)
Balance, December 31, 2014	2,847
Net Income	10,107
Contributions	3,610
Distributions	(23,412)
Balance, December 31, 2015	$ (6,848)

The accompanying notes are an integral part of these financial statements

PUNCH DRUNK INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31,

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 10,107	$ 13,905
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation and amortization	9,183	9,563
Changes in assets and liabilities:		
Accounts payable and accrued expenses	14,012	(139)
Customer deposits	(12,500)	-
Net cash provided by operating activities	20,802	23,329
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	-	(8,649)
Net cash used in investing activities	-	(8,649)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from related parties	-	5,000
Repayment to related parties	(5,000)	-
Stockholders' contributions	3,610	29,352
Stockholders' distributions	(23,412)	(49,417)
Net cash used in financing activities	(24,802)	(15,065)
DECREASE IN CASH	(4,000)	(385)
CASH - BEGINNING OF YEAR	7,829	8,214
CASH - END OF YEAR	$ 3,829	$ 7,829

The accompanying notes are an integral part of these financial statements

NOTE 1 - DESCRIPTION OF BUSINESS

Nature of Business

Punch Drunk Inc., also known as Combat Games MMA, was incorporated in the State of Washington on March 11, 2009. Punch Drunk Inc. continues to work towards rising above the status quo and taking local fight promotions to a higher level. Punch Drunk Inc.'s focus is on becoming the premier Mixed Martial Arts (MMA) promoter in northwest markets.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements are prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP").

Reclassifications

Certain reclassifications have been made to the 2014 financial statements to conform to the 2015 financial statements presentation. These reclassifications had no effect on balance sheet, net earnings or cash flows as previously reported.

Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Certain of our estimates, including evaluating the collectability of accounts receivable, could be affected by external conditions, including those unique to our industry, and general economic conditions. It is possible that these external factors could have an effect on our estimates that could cause actual results to differ from our estimates. We re-evaluate all of our accounting estimates at least quarterly based on these conditions and record adjustments when necessary.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. Routine maintenance and repairs and minor replacement costs are charged to expense as incurred, while expenditures that extend the life of these assets are capitalized. Depreciation and amortization are provided for in amounts sufficient to write off the cost of depreciable assets to operations over their estimated service lives. The Company uses the same depreciation method for both financial reporting and tax purposes. Upon the sale or retirement of property and equipment, the cost and related accumulated depreciation and amortization will be removed from the accounts and the resulting profit or loss will be reflected in the statement of income.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment (Continued)

The estimated lives used to determine depreciation and amortization are:

Property and Equipment	5-7 years
Vehicles	5 years
Website	3 years

Revenue Recognition

The Company records revenue from ticket sales and sponsorship income upon the successful completion of the related event, at which time services have been deemed rendered, the sales price is fixed and determinable and collectability is reasonably assured. Customer deposits consist of amounts received from the customer for fight promotion and entertainment services to be provided in the next fiscal year. The Company receives these funds and recognizes them as a liability until the services are provided and revenue can be recognized.

Advertising Costs

Advertising costs, which are expensed as incurred, totaled approximately $6,243 and $4,932 for the years ended December 31, 2015 and 2014, respectively.

Income Taxes

The Company is treated as a pass-through entity for income tax purposes and, as such, is not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by its owners on their respective income tax returns. The Company's federal tax status as a pass-through entity is based on its legal status as a limited liability company. Accordingly, the Company is not required to take any tax positions in order to qualify as a pass-through entity. The Company is required to file and does file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these financial statements do not reflect a provision for income taxes and the Company has no other tax positions, which must be considered for disclosure.

NOTE 3 - PROPERTY AND EQUIPMENT

Property and equipment consists of the following at December 31, 2015 and 2014:

	2015	2014
Property and equipment	48,634	48,634
Vehicles	6,669	6,669
Website	3,450	3,450
Total Fixed Assets	58,753	58,753
Less accumulated depreciation and amortization	(45,744)	(36,561)
Property and equipment, net	$ 13,009	$ 22,192

Depreciation expense for the year ended December 31, 2015 and 2014 was $9,183 and $9,563, respectively.

NOTE 4 – SHORT-TERM LOAN FROM RELATED PARTY

On September 15, 2014, the Company secured a working capital loan in the amount of $5,000 from Jason Robinett, Vice President of Operations. The interest rate on the loan was zero percent. The Company repaid this loan in full in March, 2015.

NOTE 5 - SUBSEQUENT EVENTS

The Company has analyzed its operations subsequent to December 31, 2015 through the date of the auditors' report, and has determined that it does not have any material subsequent events to disclose in these financial statements.

BANG TIME ENTERTAINMENT, LLC
DBA SHOGUN FIGHTS
FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

Financial Statements

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Members
Bang Time Entertainment, LLC

DBA Shogun Fights

We have audited the accompanying balance sheets of Bang Time Entertainment, LLC (the "Company") (DBA Shogun Fights) as of December 31, 2015 and 2014, and the statements of income, members' equity, and cash flows for the years then ended. The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

/s/ Friedman LLP

Marlton, New Jersey

May 12, 2016

BANG TIME ENTERTAINMENT, LLC
DBA SHOGUN FIGHTS
BALANCE SHEETS
DECEMBER 31,

	2015	2014
ASSETS		
CURRENT ASSETS		
Cash	$ 11,842	$ 21,689
Accounts receivable, net	6,000	2,000
Total current assets	17,842	23,689
Property and equipment - net	142	737
TOTAL ASSETS	$ 17,984	$ 24,426
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable	$ 17,500	$ 75
Total current liabilities	17,500	75
Members' equity	484	24,351
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 17,984	$ 24,426

The accompanying notes are an integral part of these financial statements

BANG TIME ENTERTAINMENT, LLC
DBA SHOGUN FIGHTS
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31,

	2015	2014
REVENUE	$ 537,872	$ 488,791
COST OF REVENUE	371,949	344,173
GROSS PROFIT	165,923	144,618
OPERATING EXPENSES		
General and administrative expenses	17,924	23,298
Bad debt expense	6,500	-
Professional and consulting fees	26,791	2,010
Depreciation	595	658
Total Operating Expenses	51,810	25,966
NET INCOME	$ 114,113	$ 118,652

The accompanying notes are an integral part of these financial statements

BANG TIME ENTERTAINMENT, LLC
DBA SHOGUN FIGHTS
STATEMENTS OF MEMBERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31,

	Total
Balance, January 1, 2014	$ 28,548
Net Income	118,652
Distributions	(122,849)
Balance, December 31, 2014	24,351
Net Income	114,113
Distributions	(142,980)
Contributions	5,000
Balance, December 31, 2015	$ 484

The accompanying notes are an integral part of these financial statements

BANG TIME ENTERTAINMENT, LLC
DBA SHOGUN FIGHTS
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31,

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 114,113	$ 118,652
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	595	658
Bad debt expense	6,500	-
Changes in assets and liabilities:		
Accounts receivable	(10,500)	5,000
Accounts payable	17,425	(1,258)
Net cash provided by operating activities	128,133	123,052
CASH FLOWS FROM FINANCING ACTIVITIES		
Members' distribution	(142,980)	(122,849)
Members' contribution	5,000	-
Net cash used in financing activities	(137,980)	(122,849)
(DECREASE) INCREASE IN CASH	(9,847)	203
CASH - BEGINNING OF YEAR	21,689	21,486
CASH - END OF YEAR	$ 11,842	$ 21,689

The accompanying notes are an integral part of these financial statements

BANG TIME ENTERTAINMENT, LLC
DBA SHOGUN FIGHTS
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

NOTE 1 - DESCRIPTION OF BUSINESS

Nature of Business

Bang Time Entertainment, LLC DBA Shogun Fights (the Company) is a Maryland limited liability company. The Company operates as a promoter for mixed martial arts events in the Baltimore, Washington area.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements are prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP").

Accounts Receivable

Accounts receivable are stated at the amounts management expects to collect. An allowance for doubtful accounts is recorded based on a combination of historical experience, aging analysis and information on specific accounts. Account balances are written off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Management has determined that $6,500 allowance is required at December 31, 2015.

Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Certain of our estimates, including evaluating the collectability of accounts receivable, could be affected by external conditions, including those unique to our industry, and general economic conditions. It is possible that these external factors could have an effect on our estimates that could cause actual results to differ from our estimates. We re-evaluate all of our accounting estimates at least quarterly based on these conditions and record adjustments when necessary.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. Routine maintenance and repairs and minor replacement costs are charged to expense as incurred, while expenditures that extend the life of these assets are capitalized. Depreciation and amortization are provided for in amounts sufficient to write off the cost of depreciable assets to operations over their estimated service lives. The Company uses the same depreciation method for both financial reporting and tax purposes. Upon the sale or retirement of property and equipment, the cost and related accumulated depreciation and amortization will be removed from the accounts and the resulting profit or loss will be reflected in the statement of income. The estimated lives used to determine depreciation and amortization are:

Equipment	5 years
Computer equipment	3 years

Revenue Recognition

The Company records revenue from ticket sales and sponsorship income upon successful completion of the related event, at which time services have been deemed rendered, the sales price is fixed and determinable and collectability is reasonably assured.

Income Taxes

The Company is treated as a pass-through entity for income tax purposes and, as such, is not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by its owners on their respective income tax returns. The Company's federal tax status as a pass-through entity is based on its legal status as a limited liability company. Accordingly, the Company is not required to take any tax positions in order to qualify as a pass-through entity. The Company is required to file and does file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these financial statements do not reflect a provision for income taxes and the Company has no other tax positions, which must be considered for disclosure.

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable consists of the following at December 31, 2015 and 2014:

	2015	2014
Accounts receivable	12,500	2,000
Less allowance for doubtful accounts	(6,500)	-
Accounts receivable - net	$ 6,000	$ 2,000

NOTE 4 - PROPERTY AND EQUIPMENT

Property and equipment consists of the following at December 31, 2015 and 2014:

	2015	2014
Equipment	4,321	4,321
Less accumulated depreciation and amortization	(4,179)	(3,584)
Property and equipment, net	$ 142	$ 737

NOTE 5 - SUBSEQUENT EVENTS

The Company has analyzed its operations subsequent to December 31, 2015 through the date of the auditors' report, and has determined that it does not have any material subsequent events to disclose in these financial statements.

V3, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Management of
V3, LLC

We have audited the accompanying balance sheets of V3, LLC (the "Company") as of December 31, 2015 and 2014, and the statements of operations, members' deficit, and cash flows for the years then ended. The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company's losses, negative cash flows from operations and working capital deficit raise substantial doubt its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of these uncertainties.

/s/ Friedman LLP

Marlton, New Jersey

May 12, 2016

V3, LLC
BALANCE SHEETS
DECEMBER 31,

	2015	2014
ASSETS		
CURRENT ASSETS		
Cash	$ 2,697	$ 5,000
Total current assets	2,697	5,000
TOTAL ASSETS	$ 2,697	$ 5,000
LIABILITIES AND MEMBERS' DEFICIT		
CURRENT LIABILITIES		
Accounts payable	$ 33,065	$ 15,212
Accrued expense	17,500	-
Total current liabilities	50,565	15,212
Members' deficit	(47,868)	(10,212)
TOTAL LIABILITIES AND MEMBERS' DEFICIT	$ 2,697	$ 5,000

The accompanying notes are an integral part of these financial statements

V3, LLC
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31,

	2015	2014
REVENUE	$ 159,575	$ 174,967
COST OF REVENUE	122,564	145,010
GROSS PROFIT	37,011	29,957
OPERATING EXPENSES		
General and administrative expenses	35,845	32,489
Professional and consulting fees	28,210	-
Depreciation	-	1,464
Total Operating Expenses	64,055	33,953
NET LOSS	$ (27,044)	$ (3,996)

The accompanying notes are an integral part of these financial statements

V3, LLC
STATEMENTS OF MEMBERS' DEFICIT
FOR THE YEARS ENDED DECEMBER 31,

	Total
Balance, January 1, 2014	$ (1,296)
Net Loss	(3,996)
Distributions	(13,970)
Contributions	9,050
Balance, December 31, 2014	(10,212)
Net Loss	(27,044)
Distributions	(15,112)
Contributions	4,500
Balance, December 31, 2015	$ (47,868)

The accompanying notes are an integral part of these financial statements

V3, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31,

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	$ (27,044)	$ (3,996)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	-	1,464
Changes in assets and liabilities:		
Other receivables	-	984
Accounts payable	17,853	10,392
Accrued expense	17,500	-
Net cash provided by operating activities	8,309	8,844
CASH FLOWS FROM FINANCING ACTIVITIES		
Members' distributions	(15,112)	(13,970)
Members' contribution	4,500	9,050
Net cash used in financing activities	(10,612)	(4,920)
(DECREASE) INCREASE IN CASH	(2,303)	3,924
CASH - BEGINNING OF YEAR	5,000	1,076
CASH - END OF YEAR	$ 2,697	$ 5,000

The accompanying notes are an integral part of these financial statements

V3, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

NOTE 1 - DESCRIPTION OF BUSINESS

Nature of Business

V3, LLC (the "Company") was founded in Memphis, TN as an amateur fighting circuit in 2009. The Company's mission is to provide quality professional MMA events for fans across the mid-south whether it be live, on television, online, or pay per view.

NOTE 2 – LIQUIDITY AND GOING CONCERN

The Company has incurred operating losses of $27,044 and $3,996 for the years ended December 31, 2015 and 2014, respectively. The Company has a working capital deficiency of $47,868 and $10,212 as of December 31, 2015 and 2014, respectively and a members' deficit of $47,868 and $10,212 at December 31, 2015 and 2014, respectively.

In order to continue as a going concern, the Company will need, among other things, additional capital resources. Management's plan is to obtain such resources for the Company by obtaining capital from additional common stock issuances. However management cannot provide any assurances that the Company will be successful in accomplishing any of its plans.

The ability of the Company to continue as a going concern is dependent upon its ability to successfully accomplish the plans described in the preceding paragraph and eventually secure other sources of financing and attain profitable operations. The accompanying financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

NOTE 3 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements are prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP").

Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Certain of our estimates, including evaluating the collectability of accounts receivable, could be affected by external conditions, including those unique to our industry, and general economic conditions. It is possible that these external factors could have an effect on our estimates that could cause actual results to differ from our estimates. We re-evaluate all of our accounting estimates at least quarterly based on these conditions and record adjustments when necessary.

NOTE 3 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. Routine maintenance and repairs and minor replacement costs are charged to expense as incurred, while expenditures that extend the life of these assets are capitalized. Depreciation and amortization are provided for in amounts sufficient to write off the cost of depreciable assets to operations over their estimated service lives. The Company uses the same depreciation method for both financial reporting and tax purposes. Upon the sale or retirement of property and equipment, the cost and related accumulated depreciation and amortization will be removed from the accounts and the resulting profit or loss will be reflected in the statement of income. The estimated lives used to determine depreciation and amortization are:

Equipment	5 years
Computer equipment	3 years

Revenue Recognition

The Company records revenue from ticket sales and sponsorship income upon successful completion of the related event, at which time services have been deemed rendered, the sales price is fixed and determinable and collectability is reasonable assured.

Advertising Costs

Advertising costs, which are expensed as incurred, totaled approximately $11,991 and $14,013 for the years ended December 31, 2015 and 2014, respectively.

Income Taxes

The Company is treated as a pass-through entity for income tax purposes and, as such, is not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by its owners on their respective income tax returns. The Company's federal tax status as a pass-through entity is based on its legal status as a limited liability company. Accordingly, the Company is not required to take any tax positions in order to qualify as a pass-through entity. The Company is required to file and does file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these financial statements do not reflect a provision for income taxes and the Company has no other tax positions, which must be considered for disclosure.

NOTE 4 - SUBSEQUENT EVENTS

The Company has analyzed its operations subsequent to December 31, 2015 through the date of the auditors' report, and has determined that it does not have any material subsequent events to disclose in these financial statements.

GO FIGHT NET, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Management of
Go Fight Net, Inc.

We have audited the accompanying balance sheets of Go Fight Net, Inc. (the "Company") as of December 31, 2015 and 2014, and the statements of operations, stockholders' equity, and cash flows for the years then ended. The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

/s/ Friedman LLP

Marlton, New Jersey

May 12, 2016

GO FIGHT NET, INC.
BALANCE SHEETS
DECEMBER 31,

	2015	2014
ASSETS		
CURRENT ASSETS		
Cash	$ 74,532	$ 84,414
	74,532	84,414
Property and equipment - net	37,037	73,336
TOTAL ASSETS	$ 111,569	$ 157,750
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 19,962	$ 18,202
401K payable	24,000	20,000
TOTAL CURRENT LIABILITIES	43,962	38,202
TOTAL LIABILITIES	43,962	38,202
STOCKHOLDERS' EQUITY		
Common stock, $.001 par value; 20,000,000 shares authorized 8,000,000 shares issued and outstanding	8,000	8,000
Retained earnings	59,607	111,548
TOTAL STOCKHOLDERS' EQUITY	67,607	119,548
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 111,569	$ 157,750

The accompanying notes are an integral part of these financial statements

GO FIGHT NET, INC.
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31,

	2015	2014
REVENUE	$ 496,233	$ 624,142
COST OF REVENUE	318,587	410,814
GROSS PROFIT	177,646	213,328
OPERATING EXPENSES		
General and administrative expenses	169,708	157,724
Professional and consulting fees	23,580	7,965
Depreciation and amortization	36,299	32,516
Total operating expenses	229,587	198,205
Net (Loss) Income	$ (51,941)	$ 15,123

The accompanying notes are an integral part of these financial statements

GO FIGHT NET, INC.
STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31,

	Common Stock		Retained	
	Shares	Amount	Earnings	Total
Balance, January 1, 2014	8,000,000	8,000	96,425	104,425
Net income			15,123	15,123
Balance, December 31, 2014	8,000,000	$ 8,000	$ 111,548	$ 119,548
Net loss			(51,941)	(51,941)
Balance, December 31, 2015	8,000,000	$ 8,000	$ 59,607	$ 67,607

The accompanying notes are an integral part of these financial statements

GO FIGHT NET, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31,

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Net (loss) income	$ (51,941)	$ 15,123
Adjustments to reconcile net (loss) income to net cash provided by operating activities:		
Depreciation and amortization	36,299	32,516
Changes in assets and liabilities:		
Accounts payable and accrued expenses	1,760	17,179
401K payable	4,000	20,000
Net cash (used in) provided by operating activities	(9,882)	84,818
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	-	(40,575)
Net cash used in investing activities	-	(40,575)
(DECREASE) INCREASE IN CASH	(9,882)	44,243
CASH - BEGINNING OF YEAR	84,414	40,171
CASH - END OF YEAR	$ 74,532	$ 84,414

The accompanying notes are an integral part of these financial statements

GO FIGHT NET, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

NOTE 1 - DESCRIPTION OF BUSINESS

Nature of Business

Go Fight Net, Inc. ("GFL" or "the Company") is a sports media company and brand focusing on the combat sports marketplace. The Company combines proprietary technology with content production and acquisition to deliver diverse and compelling content to a global audience. Our content is distributed globally in all broadcast mediums through our proprietary distribution platform via cable/Satellite, Internet, IPTV and mobile protocols.

GFL by the Numbers:

- Broadcast an average of 450 live events annually (2,500 events since 2008) to viewers in 199 countries.
- Produced 150 weekly episodes of the GFL "real fights" series airing on Comcast Sports Net, SNY and other networks globally – this series continues to air weekly.
- More than 25,000 fighters in our database comprising over 18,000 fights.
- More than 10,000 titles comprising approximately 10,000 hours of video - adding 1200 hrs annually to our library.

Technology Platform

The Company has built a scalable online master control that enables a wide range of functionality in the ingest and delivery of large amounts of data and video to viewers using a broad range of devices and formats to access its content.

2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements are prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP").

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period.

Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the financial statements, which management considered in formulating its estimate could change in the near term due to one or more future non-confirming events. Accordingly, the actual results could differ significantly from estimates.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

The Company acts as a producer, distributor and licensor of video content. Our online video content is offered on a pay per view ("ppv") basis for ourselves and our promoter clients. We record revenue on pay per view transactions upon receipt of payment to our credit processing partners. The Company charges viewers a fee per pay per view purchase transaction for entitling a viewer to watch the desired video. The Company records revenue net of a fee for the credit card processing cost per transaction. The Company maintains all revenues from videos we film for ourselves and distribute a profit share, typically 50% to promoters who use our streaming services. The Company generates revenues from video production services, and books this revenue upon completion of the video production project. The Company generates revenues from licensing the rights to videos to networks overseas and domestically, and books those revenues upon delivery of content. To the extent there are issues (i) watching a video (ii) with our production services or (iii) with the quality of a video we send out for distribution to a network we would issue a partial or full refund based on the circumstances. Given the nature of our business, these refund requests come within days of delivery, thus we would not anticipate any refund request in excess of 30 days from a ppv purchase, a license delivery or video production performance. The Company has reserves of $2,099 and $4,029 for the years ended 2014 and 2015, respectively.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. The Company computes depreciation and amortization using the straight-line method over the estimated useful lives of the assets acquired as follows:

Computers	3 years
Production Equipment	3 years
Video Library equipment	5 years
Vehicle	3 years

Income Taxes

The Company uses the asset and liability method of accounting for income taxes in accordance with ASC Topic 740, "Income Taxes." Under this method, income tax expense is recognized for the amount of: (i) taxes payable or refundable for the current year and (ii) deferred tax consequences of temporary differences resulting from matters that have been recognized in an entity's financial statements or tax returns. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the results of operations in the period that includes the enactment date.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes (Continued)

A valuation allowance is provided to reduce the deferred tax assets reported if based on the weight of the available positive and negative evidence, it is more likely than not some portion or all of the deferred tax assets will not be realized.

ASC Topic 740.10.30 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements and prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. ASC Topic 740.10.40 provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. We have no material uncertain tax positions for any of the reporting periods presented.

NOTE 3- PROPERTY AND EQUIPMENT-NET

	2015	2014
Computers	$ 13,565	$ 13,565
Production equipment	95,710	95,710
Video library equipment	10,000	10,000
Vehicle	6,500	6,500
Total fixed assets	125,775	125,775
Less accumulated depreciation and amortization	(88,738)	(52,439)
Property and equipment, net	$ 37,037	$ 73,336

Depreciation expense for the year ended December 31, 2015 and 2014 was $ 36,299 and $ 32,516, respectively.

NOTE 4- 401K PAYABLE

The Company maintains a contributory profit sharing plan as defined under Section 401(k) of the U.S. Internal Revenue Code covering one employee. In 2015 and 2014, the Company accrued $5,000 on a quarterly basis to set up this plan. The Company contributions during the years ended December 31, 2015 and 2014 were approximately $20,000 and $20,000, respectively. The Company contributed the full 2014 contribution of $20,000 in March 2015 and paid $16,500 of the 2015 contribution in the first quarter of 2016. As of December 31, 2015 the Company also owes $4,000 of payroll withholdings. The Company owes $24,000 and $20,000 in total to the 401(k) plan as of December 31, 2015 and 2014, respectively.

NOTE 5- SUBSEQUENT EVENTS

The Company has analyzed its operations subsequent to December 31, 2015 through the date of the auditors' report, and has determined that it does not have any material subsequent events to disclose in these financial statements.

Financial Statements

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Management of
CageTix LLC

We have audited the accompanying balance sheets of CageTix LLC (the"Company") as of December 31, 2015 and 2014, and the related statements of income, members' deficit, and cash flows for the years ended December 31, 2015 and 2014. The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

/s/ Friedman LLP

Marlton, New Jersey

May 12, 2016

CageTix, LLC
BALANCE SHEETS
DECEMBER 31,

	2015	2014
ASSETS		
CURRENT ASSETS		
Cash	$ 57,334	$ 14,747
TOTAL ASSETS	$ 57,334	$ 14,747
LIABILITIES AND MEMBERS' DEFICIENCY		
CURRENT LIABITIES		
Accounts payable	62,449	25,432
Accrued expenses	19,721	-
Total current liabilities	82,170	25,432
Members' deficit	(24,836)	(10,685)
TOTAL LIABILITIES AND MEMBERS' DEFICIENCY	$ 57,334	$ 14,747

The accompanying notes are an integral part of these financial statements

CageTix, LLC
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31,

	2015	2014
NET REVENUE	$ 72,020	$ 53,548
OPERATING EXPENSES	34,102	15,055
NET INCOME	$ 37,918	$ 38,493

The accompanying notes are an integral part of these financial statements

CageTix, LLC
STATEMENTS OF MEMBERS' DEFICIENCY
FOR THE YEARS ENDED DECEMBER 31,

	Total
Balance, January 1, 2014	(10,828)
Net Income	38,493
Contributions	14,775
Distributions	(53,125)
Balance, December 31, 2014	$ (10,685)
Net Income	37,918
Contributions	9,150
Distributions	(61,219)
Balance, December 31, 2015	$ (24,836)

The accompanying notes are an integral part of these financial statements.

CageTix, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31,

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 37,918	$ 38,493
Changes in assets and liabilities:		
Accounts payable	37,017	8,201
Accrued expenses	19,721	-
Net cash provided by operating activities	94,656	46,694
CASH FLOWS FROM FINANCING ACTIVITIES		
Members' contributions	9,150	14,775
Members' distributions	(61,219)	(53,125)
Net cash used in financing activities	(52,069)	(38,350)
INCREASE IN CASH	42,587	8,344
CASH - BEGINNING OF YEAR	14,747	6,403
CASH - END OF YEAR	$ 57,334	$ 14,747

The accompanying notes are an integral part of these financial statements

CageTix, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

NOTE 1 - DESCRIPTION OF BUSINESS

Nature of Business

CageTix, LLC allows fighters to sell consigned tickets online and have sales tracked for promoters**.** The Company is the first group sales service to focus specifically on Mixed Martial Arts and expanded in 2015 to more sports.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements are prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP").

Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates. Certain of our estimates, including evaluating the collectability of accounts receivable, could be affected by external conditions, including those unique to our industry, and general economic conditions. It is possible that these external factors could have an effect on our estimates that could cause actual results to differ from our estimates. We re-evaluate all of our accounting estimates at least quarterly based on these conditions and record adjustments when necessary.

Revenue Recognition

The Company acts as an agent for ticket sales for promoters and records revenue upon receipt of cash from the credit card companies. The Company charges a fee per transaction for collecting the cash on ticket sales and remits the remaining amount to the promoter upon completion of the event or request for advance from the promoter. The Company's fee is non-refundable and is recognized immediately as it is not tied to the completion of the event. The Company recognizes revenue upon receipt from the credit card companies due to the following: the fee is fixed and determined and the service of collecting the cash for the promoter has been rendered and collection has occurred.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The Company is treated as a pass-through entity for income tax purposes and, as such, is not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by its owners on their respective income tax returns. The Company's federal tax status as a pass-through entity is based on its legal status as a limited liability company. Accordingly, the Company is not required to take any tax positions in order to qualify as a pass-through entity. The Company is required to file and does file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these financial statements do not reflect a provision for income taxes and the Company has no other tax positions, which must be considered for disclosure.

NOTE 3 – REVENUE

	2015	2014
Ticket sales	$ 1,028,468	$ 766,008
Promoter portion	(956,448)	(712,460)
Net Revenue	$ 72,020	$ 53,548

NOTE 4 - CONCENTRATIONS

Sales to one customer were approximately 22% and 16% of net sales, respectively, for the years ended December 31, 2015 and 2014.

NOTE 5 - SUBSEQUENT EVENTS

The Company has analyzed its operations subsequent to December 31, 2015 through the date of the auditors' report, and has determined that it does not have any material subsequent events to disclose in these financial statements.

Exhibit 3.1

HARVARD BUSINESS SERVICES, INC.

16192 COASTAL HIGHWAY
LEWES, DELAWARE 19958-9776
Phone: (302) 645-7400 (800)-345-2677
Fax: (302) 645-1280
www.delawareinc.com

Mr. Joseph Gamberale
2 E. 55th St.
Suite 1111
New York , NY 10022

Dear Mr. Gamberale,

We would like to convey our congratulations to you and Alliance MMA, Inc.. We hope you enjoy terrific success with your new company. Thank you for giving us the opportunity to serve you as your incorporator and Delaware Registered Agent. You are now our valued client and we want to increase your success in any way we can.

Name: **Alliance MMA, Inc.**
Date of Incorporation: February 12, 2015
Delaware file number: **56922-59** HBS Record ID Number: 270247

Enclosed is the Recorded Copy of your Certificate of Incorporation. Please review the information on the certificates and insert them in your corporate kit.

Please remember these three things in the future:

1 . **We must be made aware of any address changes. You may provide this information to us via email (mail@delawareinc.com) or phone (800-345-2677 ext. 6903). This will ensure that we remind you of the following two things:**

2. Delaware franchise tax and report are due March 1st each year. If the tax and report are not filed at the State of Delaware by March 1st, a $125 late penalty plus 1.5% interest monthly will be imposed by the State of Delaware and your company will become delinquent. Failure to file the tax two years in a row will cause the company to become void.

3. Your annual registered fee of $50 is due on the anniversary date of your corporation. If the registered agent fee is not received by the due date, a $25 late penalty will be imposed. Failure to pay the registered agent fee within 3 months of the due date may lead to the loss of your registered agent, which could cause your company to become forfeit with Delaware.

We would like to thank you once again, and wish you the best of luck. You can help us by telling a friend or business associate about our services. We work hard to keep things simple for you and your associates when it's time to incorporate.

Sincerely,

Filing Department
Harvard Business Services, Inc.

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:01 PM 02/12/2015
FILED 02:49 PM 02/12/2015
SRV 150188987 - 5692259 FILE

CERTIFICATE OF INCORPORATION
OF
ALLIANCE MMA, INC.

THE UNDERSIGNED, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, (the "General Corporation Law") does hereby certify as follows:

FIRST: The name of this corporation is ALLIANCE MMA, Inc. (the "Corporation").

SECOND: The address of the registered office of the Corporation in the State of Delaware is 16192 Coastal Highway, in the City of Lewes, County of Sussex, 19958-7996. The name of its registered agent at such address is Harvard Business Services, Inc.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

FOURTH: The aggregate number of shares of capital stock which the Corporation shall have authority to issue is 50,000,000 shares, consisting of:

(i) 45,000,000 shares of Common Stock, $0.001 par value per share ("Common Stock"); and

(ii) 5,000 shares of Preferred Stock, $0.001 par value per share ("Preferred Stock").

The Preferred Stock and the Common Stock shall have the rights, preferences and limitations set forth below.

A. COMMON STOCK

1. Dividends and Other Distributions. Except as otherwise provided by the General Corporation Law or this Certificate of Incorporation, the holders of Common Stock shall share ratably in all dividends as may from time to time be declared by the Board of Directors of the Corporation in respect of the Common Stock out of funds legally available for the payment thereof and payable in cash, stock or otherwise, and in all other distributions (including, without limitation, the dissolution, liquidation and winding up of the Corporation), whether in respect of liquidation or dissolution (voluntary or involuntary) or otherwise, after payment of liabilities.

2. Preemptive Rights. Other than pursuant to a written agreement between the Corporation and a holder of Common Stock, no holder of Common Stock shall have any preemptive rights with respect to the Common Stock or any other securities of the Corporation, or to any obligations convertible (directly or indirectly) into securities of the Corporation, whether now or hereafter authorized.

3. Voting Rights. Except as otherwise provided by the General Corporation Law or this Certificate, all of the voting power of the stockholders of the Corporation shall be vested in the holders of the Common Stock, and each holder of Common Stock shall have one vote for each share held by such holder on all matters voted upon by the stockholders of the Corporation.

B. PREFERRED STOCK

4. Issuance and Reissuance. The Preferred Stock may be issued from time to time and in one or more series. By resolution adopted by the affirmative vote of at least a majority of the total number of Directors then in office, the Board of Directors of the Corporation is authorized to determine or alter the powers, preferences and rights, and the qualifications, limitations and restrictions granted to or imposed upon any wholly unissued series of Preferred Stock, and within the limitations or restrictions stated in any resolution or resolutions of the Board of Directors adopted by the affirmative vote of at least a majority of the total number of Directors then in office, originally fixing the number of shares constituting any series of Preferred Stock to increase or decrease (but not below the number of shares of any such series of Preferred Stock, then outstanding) the number of shares of any such series of Preferred Stock and to fix the number of shares of any series of Preferred Stock. In the event that the number of shares of any series of Preferred Stock shall be so decreased, the shares constituting such decrease shall resume the status which such shares had prior to the adoption of the resolution originally fixing the number of shares of such series of Preferred Stock subject to the requirements of applicable law. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations and restrictions granted to or imposed upon, any such series of Preferred Stock may be made dependent upon facts ascertainable outside the resolutions or resolutions providing for the issue of such Preferred Stock, adopted by the affirmative vote of at least a majority of the total number of Directors then in office, provided that the manner in which such facts shall operate upon the powers, preferences and rights of, and the qualifications, limitations and restrictions thereof, if any, may differ from those of any and all other series at any time outstanding. Any of the powers, preferences and rights of, and the qualifications, limitations and restrictions granted to or imposed upon, such series of Preferred Stock is clearly and expressly set forth in the resolution or resolutions providing for the issue of such series of Preferred Stock adopted by the affirmative vote of at least a majority of the total number of Directors then in office.

5. Preemptive Rights. Other than pursuant to a written agreement between the Corporation and a holder of Preferred Stock, no holder of Preferred Stock shall have any preemptive rights with respect to the Common Stock or any other securities of the Corporation, or to any obligations convertible (directly or indirectly) into securities of the Corporation, whether now or hereafter authorized.

FIFTH: Subject to any additional vote required by the Certificate of Incorporation or Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

SIXTH: Subject to any additional vote required by the Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

SEVENTH: Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

EIGHTH: Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be

kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

NINTH: To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any repeal or modification of the foregoing provisions of this Article Ninth by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

TENTH: The following indemnification provisions shall apply to the persons enumerated below.

1. Right to Indemnification of Directors and Officers. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "Indemnified Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 3 of this Article Tenth, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Directors.

2. Prepayment of Expenses of Directors and Officers. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article Tenth or otherwise.

3. Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Article Tenth is not paid in full within 30 days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part,

shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

4. Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorney's fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board of Directors in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board of Directors.

5. Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including attorney's fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Directors.

6. Non-Exclusivity of Rights. The rights conferred on any person by this Article Tenth shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

7. Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

8. Insurance. The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article Tenth; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article Tenth.

9. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article Tenth shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The

rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

ELEVENTH: The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "Excluded Opportunity" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries.

TWELFTH: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the General Corporation Law or the Corporation's certificate of incorporation or bylaws or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. If any provision or provisions of this Article Twelfth shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article Twelfth (including, without limitation, each portion of any sentence of this Article Twelfth containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

THIRTEENTH: The Corporation expressly elects to be governed by Section 203 of the General Corporation Law.

FOURTEENTH: That Joseph Gamberale is to serve as sole director until the first annual meeting of stockholders or until his successors are elected and qualify. Mr. Gamberale's address is 2 East 55th Street, Suite 1111, New York, New York 10022. The powers of the undersigned in his capacity as Incorporator shall terminate upon the filing of this Certificate of Incorporation.

*****

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of February, 2015.

ALLIANCE MMA, INC.
a Delaware corporation

By: _____
Name: Joseph Gamberale
Its: Incorporator

Did you know we offer many services other than formation/registered agent services? Below is a description of some of our popular services:

Foreign Qualification:
Many companies choose Delaware as their State of formation to take advantage of the strong corporate law structure but they do not actually do business in the State of Delaware. If your business will operate in a State other than the State of Delaware, a foreign qualification filing will typically be required. This filing allows a company to transact business in a jurisdiction other than where it was formed. Since every State has their own requirements to foreign qualify, let HBS take care of this detail for you.

Good Standing Certificates (Also known as Certificates of Existence):
A certificate of good standing may be required by many different parties, such as banks or different States. We can obtain a good standing from the State of Delaware for you to eliminate the hassle of dealing with the State of Delaware. You may place the order online, www.delawareinc.com/gstanding or contact us by email, phone or fax.

Tax ID Service:
We can obtain the Federal Tax Identification Number for your Delaware Corporation or LLC. The Federal Tax Identification Number, also known as a company's "EIN", is mandatory for opening US bank accounts, obtaining loans, hiring employees, or conducting business in the United States. Our service eliminates the hassle of dealing with the IRS.

Mail Forwarding Services:
Many clients do not have a physical address, other than their home offices; others want to establish a U.S. presence. Harvard Business Services, Inc. combines the anonymity of a DE company with a unique mail forwarding service for your heightened privacy! Some of our mail forwarding services are:

Unlimited Service: This service is based on an annual fee that includes weekly forwarding of all business correspondence for 1 year. Reasonable postage is built-in to the price. Over-sized packages are not included.

Basic 6 Service: This service includes 6 forwards (6 pieces of mail). We suggest this service for clients who expect to receive little or no mail at all. You have the option to renew or upgrade this service once the 6 forwards have been exhausted or when the year term has expired, whatever comes first. Reasonable postage is built into the price. Over-sized packages are not included.

Basic 15 Service: This service includes 15 forwards (15 pieces of mail). We suggest this service for clients who may not receive a high volume of mail, but expect more than what would be covered under the Basic 6 service. For example, this service would be great for a company looking to receive 1 bank statement a month. You have the option to renew or upgrade this service once the 15 forwards have been exhausted or when the year term has expired, whatever comes first. Reasonable postage is built into the price. Over-sized packages are not included.

We also offer custom mail forwarding services, if none of the above options suit your business needs.

Many of our other services can be found on our website: www.delawareinc.com/ourservices. To initiate any of the above services, please call 1-800-345-2677 ext. 6911 or 302-645-7400 ext. 6911. You may also send an email request to info@delawareinc.com.

HARVARD BUSINESS SERVICES, INC.

16192 COASTAL HIGHWAY
LEWES, DELAWARE 19958-9776
Phone: (302) 645-7400 (800)-345-2677
Fax: (302) 645-1280
www.delawareinc.com

ACCOUNT:

Mr. Joseph Gamberale
2 E. 55th St.
Suite 1111
New York , NY 10022

February 14, 2015

RECEIPT:

Delaware Formation Services for:

Alliance MMA, Inc.
Delaware Division of Corporations file # 56922-59
Record ID # 270247

Incorporation	$249.00
Extra Pages	$50.00

AMOUNT PAID: $299.00

PAID IN FULL

***** Keep this receipt for your records *****

Exhibit 3.2

STATE OF DELAWARE CERTIFICATE OF CORRECTION

Alliance MMA, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware.

DOES HEREBY CERTIFY:

1. The name of the corporation is Alliance MMA, Inc.

2. That a Certificate of Incorporation of Alliance MMA, Inc., was filed by the Secretary of State of Delaware on February 12, 2015 and that said Certificate requires correction as permitted by Section 103 of the General Corporation Law of the State of Delaware.

3. The inaccuracy or defect of said Certificate is contained in Article Fourth and relates to the number of shares of Preferred Stock stated in the Certificate wherein the Certificate states:

"the aggregate number of shares the corporation is authorized to issue is 50,000,000 shares consisting of $45,000,000 shares of common stock, $0.001 par value per share ("Common Stock"); and (ii) **5,000** shares of Preferred Stock, $0.001 par value per share ("Preferred Stock")."

4. Article Fourth of the Certificate is corrected to read as follows:

FOURTH: The aggregate number of shares of capital stock which the Corporation shall have authority to issue is 50,000,000 shares, consisting of:

(i) 45,000,000 shares of Common Stock, $0.001 par value per share ("Common Stock"); and

(ii) 5,000,000 shares of Preferred Stock, $0.001 par value per share ("Preferred Stock").

The Preferred Stock and the Common Stock shall have the rights, preferences and limitations set forth below.

IN WITNESS WHEREOF, said corporation has caused this Certificate of Correction this 4th Day of May, A.D. 2016.

By: /s/ Joseph Gamberale
Name: Joseph Gamberale
Title: Director

Exhibit 3.3

BYLAWS OF
ALLIANCE MMA, INC.

ARTICLE I—OFFICES

Section 1.01 *Registered Office.* The corporation shall maintain in the State of Delaware a registered office and a registered agent whose business office is identical with such registered office.

Section 1.02 *Locations of Offices.* The corporation may also have offices at such other places both within and without the state of Delaware as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II—STOCKHOLDERS

Section 2.01 *Annual Meeting.* The annual meeting of the stockholders shall be held on such date and at such time as is designated by the board of directors and as is provided for in the notice of the meeting. If the election of directors shall not be held on the day designated herein for the annual meeting of the stockholders, or at any adjournment thereof, the board of directors shall cause the election to be held at a special meeting of the stockholders as soon thereafter as may be convenient.

Section 2.02 *Special Meetings.* Special meetings of the stockholders may be called at any time by the chairman of the board, the chief executive officer, the president, or by the board of directors, or in their absence or disability, by any vice president.

Section 2.03 *Place of Meetings.* The board of directors may designate any place, either within or without the state of incorporation, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. A waiver of notice signed by all stockholders entitled to vote at a meeting may designate any place, either within or without state of incorporation, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be at the principal office of the corporation.

Section 2.04 *Notice of Meetings.* The secretary or assistant secretary, if any, shall cause notice of the time, place, and purpose or purposes of all meetings of the stockholders (whether annual or special), to be mailed at least ten (10) but not more than sixty (60) days prior to the meeting, to each stockholder of record entitled to vote.

Section 2.05 *Waiver of Notice.* Any stockholder may waive notice of any meeting of stockholders (however called or noticed, whether or not called or noticed and whether before, during, or after the meeting), signing a written waiver of notice or a consent to the holding of such meeting, or an approval of the minutes thereof. Attendance at a meeting, in person or by proxy, shall constitute waiver of all defects of notice regardless of whether a waiver of notice, consent to the holding of such meeting, or any approval of the minutes thereof is signed or any objections are made, unless attendance is solely for the purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. All such waivers, consents, or approvals shall be made a part of the minutes of the meeting.

Section 2.06 *Fixing Record Date.* For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect to any change, conversion, or exchange of stock, or for the purpose of any other lawful action, the board of directors may fix in advance a date as the record date for any such determination of stockholders, such date in any case to be not more than sixty (60) days and, in case, of a meeting of stockholders, not less than ten (10) days prior to the date on which the particular action requiring such determination of stockholders is to be taken. If no record date is fixed for the determination of stockholders entitled to notice of or to vote at a meeting, the day preceding the date on which notice of the meeting is mailed shall be the record date. For any other purpose, the record date shall be the close of business on the date on which the resolution of the board of directors pertaining thereto is adopted. When a determination of stockholders entitled to vote at any meeting of stockholders has been made as provided in this section, such determination shall apply to any adjournment thereof. Failure to comply with this section shall not affect the validity of any action taken at a meeting of stockholders.

Section 2.07 *Voting Lists.* The officers of the corporation shall cause to be prepared from the stock ledger at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting, during the whole time thereof, and may be inspected by any stockholder who is present. The original stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by this section, or the books of the corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 2.08 *Quorum.* A majority of the shares of each class, and series of each class, to the extent applicable (unless more than one class and or series votes as a class, in which case a majority of the shares voting as a class) of stock issued and outstanding and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business, except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders, entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time without notice (other than the announcement at the meeting) until a date and time that a quorum shall be present. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 2.09 *Vote Required.* When a quorum is present at any meeting, the vote of the holders of stock having a majority of the voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one on which by express provision of the statutes of the state of Delaware or of the certificate of incorporation or as otherwise specifically required by these bylaws a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 2.10 *Voting of Stock.* Unless otherwise provided in the certificate of incorporation, each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, subject to the modification of such voting rights of any class or classes of the corporation's capital stock by the certificate of incorporation. There is no cumulative voting. If and to the extent allowed by the laws of the State of Delaware and of the United States, stockholders may vote electronically.

Section 2.11 *Proxies.* At each meeting of the stockholders, each stockholder entitled to vote shall be entitled to vote in person or by proxy, provided however, that the right to vote by proxy shall exist only in case the instrument authorizing such proxy to act shall have been executed in writing by the registered holder or holders of such stock, as the case may be, as shown on the stock ledger of the corporation or by his attorney thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of such meeting to the secretary of the corporation or to such other officer or person who may, in the absence of the secretary, be acting as secretary of the meeting. In the event that any such instrument shall designate two or more persons to act as proxy, a majority of such persons present at the meeting, or if only one be present, that one shall (unless the instrument shall otherwise provide) have all of the powers confirmed by the instrument on all persons so designated. Persons holding stock in a fiduciary capacity, shall be entitled to vote the stock so held and the persons whose shares are pledged shall be entitled to vote, unless, the transfer by the pledgor in the books and records of the corporation shall have expressly empowered the pledgee to vote thereon, in which case the pledgee, or his proxy, may represent such stock and vote thereon. No proxy shall be voted or acted on after three years from its date, unless the proxy provides for a longer period. If and to the extent allowed by the laws of the State of Delaware and of the United States, stockholders may provide proxies electronically.

Section 2.12 *No Stockholder Action by Written Consent Without a Meeting.* Any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action that may be taken at any annual or special meeting of such stockholders, must be taken at an annual or special meeting of stockholders of the corporation, with prior notice and with a vote, and may not be taken by a consent in writing.

Section 2.13 *Business at Annual Meeting.* At any annual meeting of the stockholders, only such business shall be conducted as shall have been brought before the meeting (a) by or at the direction of the board of directors or (b) by any shareholder of record of the corporation who is entitled to vote with respect thereto and who complies with the notice procedures set forth in this section. For business to be properly brought before an annual meeting by a shareholder, the shareholder must have given timely notice thereof in writing to the secretary of the corporation. To be timely, a stockholders notice shall be received at the principal executive offices of the corporation not less than 120 calendar days in advance of the date in the current fiscal year that corresponds to the date in the preceding fiscal year on which the corporation's notice of meeting and related proxy statement were released to stockholders in connection with the previous year's annual meeting of stockholders, except that if no meeting was held in the immediately preceding year or if the date of the annual meeting in the current year varies by more than 30 calendar days' from the corresponding date of such meeting in the preceding fiscal year, such notice by the shareholder proposing business to be brought before the meeting of the stockholders must be received not less than 30 days prior to the date of the current year's annual meeting; provided, that in the event that less than 40 days notice of the date of the meeting is given to stockholders, to be timely, a stockholders notice of business to be brought before the meeting shall be so received not later than the close of business on the 10th day following the day on which such notice of the date of the annual meeting was mailed. A stockholder's notice to the secretary shall set forth as to each matter such shareholder proposes to bring before the annual meeting (a) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (b) the name and address, as they appear on the corporation's books, of the shareholder of record proposing such business, (c) the class and number of shares of the corporation's capital stock that are beneficially owned by such shareholder, and (d) any material interest of such shareholder in such business. Notwithstanding anything in these bylaws to the contrary, no business shall be brought before or conducted at an annual meeting except in accordance with the provisions of this section. The officer of the corporation or the person presiding at the annual meeting shall, if the facts so warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with such provisions, and if such presiding officer should so determine and declare to the meeting that business was not properly brought before the meeting in accordance with such provisions and if such presiding officer should so determine, such presiding officer shall so declare to the meeting, and any such business so determined to be not properly brought before the meeting shall not be transacted.

Section 2.14 *Notification of Nominations.* Nominations for the election of directors may be made by the board of directors or by any shareholder who both is entitled to vote for the election of directors and who complies with the notice procedures set forth in this section and in the corporation's certificate of incorporation. Any shareholder entitled to vote for the election of directors at a meeting may nominate persons for election as directors only if written notice of such shareholder's intention to make such nomination is delivered or mailed to and received by the Secretary of the corporation, at the principal executive offices of the corporation not later than 120 calendar days in advance of the date in the current fiscal year that corresponds to the date in the preceding fiscal year on which the corporation's notice of meeting and related proxy statement were released to stockholders in connection with the previous years annual meeting of stockholders, except that (i) with respect to an election to be held at an annual meeting of stockholders, if no annual meeting was held in the immediately preceding year or if the date of the annual meeting in the current fiscal year has been changed by more than 30 calendar days from the corresponding date of such meeting in the preceding fiscal year, such notice by the shareholder must be received not less than 30 days prior to the date of the current year's annual meeting; provided further, that in the event that less than 40 days notice of the date of the meeting is given or made to stockholders, to be timely, a stockholders notice shall be so received not later than the close of business on the 10th day, following the day on which such notice of the date of the annual meeting was mailed, and (ii) with respect to an election to be hold at a special meeting of stockholders for the election of directors, the close of business on the seventh day following the date on which notice of such meeting is first given to stockholders. Each such notice shall be signed and verified by the issuing stockholder under penalties of perjury, and shall set forth:

(a) the name and address of the shareholder who intends to make the nomination and of the person or persons to be nominated;

(b) a representation that such shareholder is a holder of record of stock of the corporation entitled to vote at such meeting, and intends to appear in person or by proxy at the meeting to nominate the person or person specified in the notice;

(c) a description of all arrangements or understandings between such shareholder and each nominee, and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations are to be made by such shareholder; and

(d) such other information regarding each nominee proposed by such shareholder as would have been required to be included in a proxy statement filed pursuant to the proxy rules promulgated pursuant to the Securities Exchange Act of 1934, as amended, had each nominee been nominated, or proposed to be nominated by the board of directors.

Each such notice must be accompanied by an original signed written consent of each nominee, if elected, to serve as a director of the corporation.

The chairman and/or secretary of a meeting of the shareholders may refuse to acknowledge the nomination of any person not made in compliance with the foregoing procedure.

ARTICLE III—DIRECTORS

Section 3.01 *Number, Term, and Qualifications.* The board of directors shall consist of one or more members, each of whom shall be a natural person. The number of directors which shall constitute the whole board shall be fixed from time to time by a majority vote of the directors then in office even though less than a quorum, or by a sole remaining director, and not by the stockholders. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires. At each annual meeting of stockholders or special meeting in lieu thereof, directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the succeeding annual meeting of the stockholders or special meeting in lieu thereof until their successors are duly elected and qualified. Directors need neither be residents of the state of incorporation nor stockholders of the corporation.

Section 3.02 *Vacancies and Newly Created Directorships.* Vacancies resulting from any increase in the authorized number of directors or any vacancies in the board of directors resulting from death, resignation, retirement, disqualification, removal from office or other cause may be filled only by a majority vote of the directors then in office even though less than a quorum, or by a sole remaining director, and not by the stockholders. In the event of any increase or decrease in the authorized number of directors, each director then serving as such shall nevertheless continue as a director until the expiration of his or her current term or his or her prior death, retirement, removal or resignation. In the event of a vacancy in the board of directors, the remaining directors, except as otherwise provided by law, may exercise the powers of the full board of directors until the vacancy is filled. Notwithstanding the foregoing, each director shall serve until his or her successor is duly elected and qualified or until his or her death, resignation or removal. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

Section 3.03 *General Powers.* The business of the corporation shall be managed under the direction of its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these bylaws directed or required to be exercised or done by the stockholders.

Section 3.04 *Regular Meetings.* A regular meeting of board of directors shall be held without notice immediately following and at the same place as the annual meeting of stockholders. The board of directors may provide by resolution, the time and place, either within or without the state of incorporation, for the holding of additional regular meetings without other notice than such resolution.

Section 3.05 *Special Meetings.* Special meetings of the board of directors may be called by or at the request of the chairman of the board, the chief executive officer, the president, or any two directors. The person or persons authorized to call special meetings of the board of directors may fix any place, either within or without the state of incorporation, as the place for holding any special meeting of the board of directors called by them.

Section 3.06 *Meetings by Telephone Conference Call.* Members of the board of directors may participate in a meeting of the board of directors or a committee of the board of directors by means of conference telephone or similar communications media provided that all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

Section 3.07 *Notice.* Notice of any special meeting shall be delivered personally or by telephone or by facsimile or by email to each director or sent by first-class mail, charges prepaid, addressed to each director at that director's address, phone number, facsimile number, or email (as the case may be) as shown on the records of the corporation. If the notice is mailed, it shall be deposited in the United States mail at least four (4) days before the time of the holding of the meeting. If the notice is delivered personally or by telephone or by facsimile or by email, it shall be delivered at least twenty-four (24) hours before the time of the holding of the meeting Any director may waive notice of any meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting solely for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 3.08 *Quorum.* A majority of the number of directors then in office shall constitute a quorum for the transaction of business at any meeting of the board of directors, but if less than a majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 3.09 *Manner of Acting.* The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the question is one on which by express provision of the statutes of the state of Delaware or of the certificate of incorporation or as otherwise specifically required by these bylaws a different vote is required, in which case such express provision shall govern and control the decision of such question, and individual directors shall have no power as such.

Section 3.10 *Compensation.* Unless otherwise restricted by the certificate of incorporation or these bylaws, the board of directors shall have the authority to fix the compensation of directors. No such compensation shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.11 *Presumption of Assent.* A director of the corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting, unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered or certified mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 3.12 *Resignations.* A director may resign at any time by delivering a written resignation to the chief executive officer, the president, a vice president, the secretary or assistant secretary, if any. The resignation shall become effective upon delivery unless otherwise stated therein.

Section 3.13 *Written Consent to Action by Directors.* Any action required to be taken at a meeting of the directors of the corporation or any other action which may be taken at a meeting of the directors or of a committee, may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, or all of the members of the committee, as the case may be. Such consent shall have the same legal effect as a unanimous vote of all the directors or members of the committee.

Section 3.14 *Removal.* At a meeting expressly called for that purpose, one or more directors may be removed by a vote of seventy percent (70%) of the shares of outstanding stock of the corporation entitled to vote at an election of directors, provided that such removal has been recommended and approved by resolution duly adopted by the Board of Directors, at a meeting called for that purpose, in advance of the stockholder action.

ARTICLE IV—OFFICERS

Section 4.01 *Number.* The officers of the corporation shall include a president and a secretary and may include a chairman, a chief executive officer, a chief financial officer, a treasurer, and such vice presidents, assistant secretaries and assistant treasurers as the board of directors may choose. Except as provided in Article VIII, election or appointment as an officer shall not in and of itself create contract rights.

Section 4.02 *Election Term of Office, and Qualifications.* The officers shall be chosen by the board of directors annually at its annual meeting. In the event of failure to choose officers at an annual meeting of the board of directors, officers may be chosen at any regular or special meeting of the board of directors. Each such officer (whether chosen to fill a vacancy or otherwise) shall hold his office until the next ensuing annual meeting of the board of directors and until his successor shall have been chosen and qualified, or until his death or until his resignation or removal in the manner provided in these bylaws. Any one person may hold any two or more of such offices, except that neither the chief executive officer nor the president shall also be the secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The chairman of the board, if any, shall be and remain director of the corporation during the term of his office. No other officer need be a director.

Section 4.03 *Subordinate Officers, Etc.* The board of directors from time to time may appoint such other officers or agents as it may, deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the board of directors from time to time may determine. The board of directors from time to time may, delegate to any officer or agent the power to appoint any such subordinate officer or agents and to prescribe their respective titles, terms of office, authorities, and duties.

Section 4.04 *Resignations.* Any officer may resign at any time by delivering a written resignation to the board of directors, the chief executive officer, the president, or the secretary. Unless otherwise specified therein, such resignation shall take effect on delivery.

Section 4.05 *Removal.* Any officer may be removed from office at any special meeting of the board of directors called for that purpose or at a regular meeting, by the vote of a majority of the directors, with or without cause. Any officer or agent appointed in accordance with the provisions of section 4.03 hereof may also be removed, either with or with cause, by any officer on whom such power of removal shall have been conferred by the board of directors.

Section 4.06 *Vacancies and Newly Created Offices.* If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, then such vacancies or newly created officers may be filled by the board of directors at any regular or special meeting.

Section 4.07 *Chairman of the Board.* The chairman of the board, if there be such an officer, shall have the following powers and duties:

(a) He shall preside at all meetings of the stockholders;

(b) He shall preside at all meetings of the board of directors; and

(c) He shall be a member of the executive committee, if any.

Section 4.08 *The Chief Executive Officer.* The chief executive officer, if there be such an officer, shall have the following powers and duties:

(a) He shall have general authority and supervision over the management and direction of the affairs of the corporation, and supervision of all departments and of all officers of the corporation.

(b) He shall, subject to the other provisions of these bylaws, have such other powers and perform such other duties as usually devolve upon the chief executive officer of a corporation or as may be prescribed by the board of directors, and shall, in the absence of the chairman or if no chairman has been chosen, preside at meetings of the stockholders and board of directors.

(c) He may vote all securities which the corporation is entitled to vote except as to the extent such authority shall be vested in a different officer or agent of the corporation by the board of directors.

(d) Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors, he may execute any contracts, deeds, mortgages, bonds or other instruments which the board of directors has authorized and may (without previous authorization by the board of directors) execute such contracts and other instruments as the conduct of the corporation's business in its ordinary course requires, and may accomplish such execution in each case either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument.

(e) He shall be a member of the executive committee, if any.

In case of the absence, disability, death, resignation or removal from office of the chief executive officer, or if a chief executive officer is not chosen, the power and duties of the chief executive officer shall devolve upon and be exercised by the president, unless otherwise ordered by the board of directors.

Section 4.09 *The President.* The president shall have the following powers and duties:

(a) He shall have such general authority and supervision over the management and direction of the affairs of the corporation, subject to the authority of the chief executive officer and board of directors.

(b) He shall, subject to the other provisions of these bylaws, have such other powers and perform such other duties as usually devolved upon the president of a corporation, and such further duties as may be proscribed for the president by the chief executive officer and board of directors. Without limiting the generality of the foregoing, he shall see that the resolutions and directions of the board of directors are carried into effect except in those instances in which that responsibility is specifically assigned to some other person by the board of directors.

(c) Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors, he may execute certificates representing shares of stock of the corporation, and any contracts, deeds, mortgages, bonds or other instruments which the board of directors has authorized and may (without previous authorization by the board of directors) execute such contracts and other instruments as the conduct of the corporation's business in its ordinary course requires, and may accomplish such execution in each case either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument.

(d) In the absence of the chief executive officer, the president may vote all securities which the corporation is entitled to vote except as to the extent such authority shall be vested in a different officer or agent of the corporation by the board of directors. In case of the absence, disability, death, resignation or removal from the office of the president, the powers and duties of the president shall devolve upon and be exercised by the chief executive officer, if there be such an officer, and in case of the absence, disability, death, resignation or removal from office of both the chief executive officer and the president, the powers and duties of the president shall devolve upon and be exercised by such other officer so appointed by the board of directors.

Section 4.10 *The Vice Presidents.* The board of directors may, from time to time, designate and elect one or more vice presidents, one of whom may be designated to serve as executive vice president. Each vice president shall have such powers and perform such duties as from time to time may be assigned to him by the board of directors or the chief executive officer.

Section 4.11 *The Secretary.* The secretary shall have the following powers and duties:

(a) He shall keep or cause to be kept a record of all of the proceedings of the meetings of the stockholders and of the board of directors, in books provided for that purpose;

(b) He shall cause all notices to be duly given in accordance with the provisions of these bylaws and as required by statute;

(c) He shall be the custodian of the records and of the seal of the corporation, and shall cause such seal (or a facsimile thereof) to be affixed to all certificates representing stock of the corporation prior to the issuance thereof and to all instruments, the execution of which on behalf of the corporation under its seal shall have been duly authorized in accordance with these bylaws, and when so affixed, he may attest the same;

(d) He shall see that the books, reports, statements, certificates, and other documents and records required by statute are properly kept and filed;

(e) He shall have charge of the stock ledger and books of the corporation and cause such books to be kept in such manner as to show at any time the amount of the stock of the corporation of each class issued and outstanding, the manner in which and the time when such stock was paid for, the names alphabetically arranged and the addresses of the holders of record thereof, the amount of stock held by each holder and time when each became such holder of record; and he shall exhibit at all reasonable times to any director, on application, the original or duplicate stock ledger. He shall cause the, stock ledger referred to in Section 6.04 hereof to be kept and exhibited at the principal office of the corporation, or at such other place as the board of directors shall determine, in the manner and for the purpose provided in such section;

(f) He shall be empowered to sign certificates representing stock of the corporation, the issuance of which shall have been authorized by the board of directors; and

(g) He shall perform in general all duties incident to the office of secretary and such other duties as are given to him by these bylaws or as from time to time may be assigned to him by the board of directors or the president.

Section 4.12 *The Treasurer.* The treasurer, if there be such an officer, shall have the following powers and duties:

(a) He shall have charge and supervision over and be responsible for the monies, securities, receipts, and disbursements of the corporation;

(b) He shall cause the monies and other valuable effects of the corporation to be deposited in the name and to the credit of the corporation in such banks or trust companies or with such banks or other depositories as shall be selected in accordance with section 5.03 hereof,

(c) He shall cause the monies of the corporation to be disbursed by checks or drafts (signed as provided in section 5.04 hereof) drawn on the authorized depositories of the corporation, and cause to be taken and preserved properly vouchers for all monies disbursed;

(d) He shall render to the board of directors or the president, whenever requested, a statement of the financial condition of the corporation and of all of his transactions as treasurer, and render a full financial report at the annual meeting of the stockholders, if called on to do so;

(e) He shall cause to be kept correct books of account of all the business and transactions of the corporation and exhibit such books to any directors on request during business hours;

(f) He shall be empowered from time to time to require from all officers or agents of the corporation reports or statements giving such information as he may desire with respect to any and all financial transactions of the corporation; and

(g) He shall perform in general all duties incident to the office of treasurer and such other duties as are given to him by these bylaws or as from time to time may be assigned to him by the board of directors or the president.

In case of the absence, disability, death, resignation or removal from office of the treasurer, or if a treasurer is not chosen, the power and duties of the treasurer shall devolve upon and be exercised by the secretary, unless otherwise ordered by the board of directors.

Section 4.13 *The Chief Financial Officer.* The chief financial officer, if there be such an officer, shall, under the direction of the president, be responsible for all financial and accounting matters and for the direction of the office of treasurer. The chief financial officer shall have such other powers and perform such other duties as the board of directors, the president, or these bylaws may, from time to time, prescribe.

Section 4.14 *Assistant Treasurers And Assistant Secretaries.* The assistant treasurers and assistant secretaries, if there be any such officers, shall perform such duties as shall be assigned to them by the treasurer, in the case of assistant treasurers, or the secretary, in the case of assistant secretaries, or by the board of directors or president in either case. Each assistant secretary may sign with the president, or a vice president, or any other officer thereunto authorized by the board of directors, certificates for shares of stock of the corporation (the issue of which shall have been authorized by the board of directors), and any contracts, deeds, mortgages, bonds, or other instruments which the board of directors has authorized, and may (without previous authorization by the board of directors) sign with such other officers as aforesaid such contracts and other instruments as the conduct of the corporation's business in its ordinary course requires, in each case according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the board of directors. The assistant treasurers shall, if required by the board of directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the board of directors shall determine.

Section 4.15 *Salaries.* The salaries or other compensation of the officers of the corporation shall be fixed from time to time by the board of directors, except that the board of directors may delegate to any person or group of persons the power to fix the salaries or other compensation of any subordinate officers or agents appointed in accordance with the provisions of section 4.03 hereof. No officer shall be prevented from receiving any such salary or compensation by reason of the fact that he is also a director of the corporation.

Section 4.16 *Surety Bonds.* In case the board of directors shall so require, any officer or agent of the corporation shall execute to the corporation a bond in such sums and with such surety or sureties as the board of directors may direct, conditioned on the faithful performance of his duties to the corporation, including responsibility for negligence and for the accounting of all property, monies, or securities of the corporation which may come into his hands.

ARTICLE V—EXECUTION OF INSTRUMENTS, BORROWING OF MONEY, AND DEPOSIT OF CORPORATE FUNDS

Section 5.01 *Execution of Instruments.* Subject to any limitation contained in the certificate of incorporation or these bylaws, but without prejudice to the powers vested in the officers under Article IV of these bylaws, the chief executive officer, the president or any vice president may, in the name and on behalf of the corporation, execute and deliver any contract or other instrument authorized in writing by the board of directors. The board of directors may, subject to any limitation contained in the certificate of incorporation or in these bylaws, authorize in writing any officer or agent to execute and deliver any contract or other instrument in the name and on behalf of the corporation; any such authorization may be general or confined to specific instances.

Section 5.02 *Loans.* No loan or advance shall be contracted on behalf of the corporation, no negotiable paper or other evidence of its obligation under any loan or advance shall be issued in its name, and no property of the corporation shall be mortgaged, pledged, hypothecated, transferred, or conveyed as security for the payment of any loan, advance, indebtedness, or liability of the corporation, unless and except as authorized by the board of directors. Any such authorization may be general or confined to specific instances.

Section 5.03 *Deposits.* All monies of the corporation not otherwise employed shall be deposited from time to time to its credit in such banks or trust companies or with such bankers or other depositories as the board of directors may select, or as from time to time may be selected by any officer or agent authorized to do so by the board of directors.

Section 5.04 *Checks, Drafts.* Etc. All notes, drafts, acceptances, checks, endorsements, and, subject to the provisions of these bylaws, evidences of indebtedness of the corporation shall be signed by such officer or officers or such agent or agents of the corporation and in such manner as the board of directors from time to time may determine. Endorsements for deposit to the credit of the corporation in any of its duly authorized depositories shall be in such manner as the board of directors from time to time may determine.

Section 5.05 *Bonds and Debentures.* Every bond or debenture issued by the corporation shall be evidenced by an appropriate instrument which shall be signed by the chief executive officer or the president or a vice president and by the secretary and sealed with the seal of the corporation. The seal may be a facsimile, engraved or printed. Where such bond or debenture is authenticated with the manual signature of an authorized officer of the corporation or other trustee designated by the indenture of trust or other agreement under which such security is issued, the signature of any of the corporation's officers named thereon may be a facsimile. In case any officer who signed, or whose facsimile signature has been used on any such bond or debenture, shall cease to be an officer of the corporation for any reason before the same has been delivered by the corporation, such bond or debenture may nevertheless be adopted by the corporation and issued and delivered as through the person who signed it or whose facsimile signature has been used thereon had not ceased to be such officer.

Section 5.06 *Sale, Transfer, Etc. of Securities.* Sales, transfers, endorsements, and assignments of stocks, bonds, and other securities owned by or standing the name of the corporation, and the execution and delivery on behalf of the corporation of any all instruments in writing incident to any such sale, transfer, endorsement, or assignment, shall be effected by the chief executive officer, the president, or by any vice president, together with the secretary, or by any officer or agent thereunto authorized by the board of directors.

Section 5.07 *Proxies.* Proxies to vote with respect to stock of other corporations owned by or standing in the name of the corporation shall be executed and delivered on behalf of the corporation by the chief executive officer, the president or any vice president and the secretary or assistant secretary of the corporation, or by any officer or agent thereunder authorized by the board of directors.

ARTICLE VI—CAPITAL STOCK

Section 6.01 *Stock Certificates*. The shares of the corporation shall be evidenced by certificates in such form as the board of directors of the corporation may from time to time prescribe; provided that the board of directors may provide by resolution or resolutions that some or all of any or all classes or series of stock of the corporation shall be uncertificated shares. Notwithstanding the foregoing, each holder of uncertificated shares shall be entitled, upon request, to a certificate representing such shares. Shares represented by certificates shall be numbered and registered in a share register as they are issued. Share certificates shall exhibit the name of the registered holder and the number and class of shares and the series, if any, represented thereby and the par value of each share or a statement that such shares are without par value, as the case may be. Except as otherwise provided by law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of certificated shares of the same class and series shall be identical.

Each certificate shall be signed by the chairman or president or vice-president and treasurer or assistant treasurer or the secretary or assistant secretary or such other officers designated by the board of directors from time to time as permitted by law, and shall bear the seal of the corporation. The corporate seal and any or all of the signatures or corporation officers may be in facsimile if the stock certificate is manually countersigned by an authorized person on behalf of a transfer agent or registrar other than the corporation or its employee. If an officer, transfer agent or registrar who has signed, or whose facsimile signature has been placed on, a certificate shall have ceased to be such before the certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent or registrar at the time of its issue.

Section 6.02 *Transfer of Stock.* Transfers of stock of the corporation shall be made on the books of the corporation by the holder of record thereof, or by his attorney thereunto duly authorized by a power of attorney duly executed in writing and filed with the secretary of the corporation or any of its transfer agents, and on surrender of the certificate or certificates, properly endorsed or accompanied by proper instruments of transfer, representing such stock. Except as provided by law, the corporation and transfer agents and registrars, if any, shall be entitled to treat the holder of record of any stock as the absolute owner thereof for all purposes, and accordingly shall not be bound to recognize any legal, equitable, or other claim to or interest in such stock on the part of any other person whether or not it or they shall have express or other notice thereof.

Section 6.03 *Regulations.* Subject to any provisions contained in the certificate of incorporation, the board of directors may make such rules and regulations as they may deem expedient concerning the issuance, transfer, redemption, and registration of certificates for stock of the corporation.

Section 6.04 *Maintenance of Stock Ledger at Principal Place of Business.* A stock ledger (or ledgers where more than one kind, class, or series of stock is outstanding) shall be kept at the principal place of business of the corporation, or at such other place the board of directors shall determine, containing the names alphabetically arranged of original holders of the corporation, their addresses, their interest, the amount paid on their shares, and all transfers thereof and the number and class of stock held by each. Such stock ledgers shall at all reasonable hours by subject to inspection by persons entitled by law to inspect the same.

Section 6.05 *Transfer Agents and Registrars.* The board of directors may appoint one or more transfer agents and one or more registrars with respect to the certificates representing stock of the corporation, and may require all such certificates to bear the signature of either or both. The board of directors may from time to time define the respective duties of such transfer agents and registrars. No certificate for stock shall be valid until countersigned by a transfer agent, if at the date appearing thereon the corporation had a transfer agent for such stock, and until registered by a registrar, if at such date the corporation had a registrar for such stock.

Section 6.06 *Closing of Transfer Books and Fixing of Record Date.*

(a) The board of directors shall have power to close the stock ledgers of the corporation for a period of not to exceed sixty (60) days preceding the date of any meeting of stockholders, or the date for payment of any dividend, or the date for the allotment of rights or capital stock, or a date in connection with obtaining the approval of stockholders for any purpose.

(b) In lieu of closing the stock ledgers as aforesaid, the board of directors may fix in advance a date not exceeding sixty (60) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining any such consent, as a date for the determination of the stockholders entitled to a notice of, and to vote at, any such meeting and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent.

(c) If the stock ledgers shall be closed or a record date set for the purpose of determining stockholders entitled to notice or to vote at a meeting of stockholders, such books shall be closed for or such record date shaft be at least ten days immediately preceding such meeting.

Section 6.07 *Lost or Damaged Certificates.* The corporation may issue a new certificate for stock of the corporation in place of any certificate theretofore issued by it alleged to have been lost or destroyed, and the board of directors may, in its discretion, require the owner of the lost or destroyed certificate or his legal representatives, to give the corporation a bond in such form and amount as the board of directors may direct, and with such surety or sureties as may be satisfactory to the board of directors, to indemnify the corporation and its transfer agents and registrars, if any, against any claims that may be made against it or any such transfer agent or registrar on account of the issuance of such new certificate. A new certificate may be issued without requiring any bond when, in the judgment of the board of directors, it is appropriate to do so.

ARTICLE VII—COMMITTEES

Section 7.01 *How Constituted.* The board of directors may designate an executive committee, audit committee, governance and nominating committee, compensation committee and such other committees as the board of directors may deem appropriate, each of which committees shall consist of one or more directors. Members of the committees shall be designated annually at the annual meeting of the board of directors; provided however, that at any time the board of directors may abolish or reconstitute any committee. Each member of each committee shall hold office until his successor shall have been designated or until his resignation or removal in the manner provided in these bylaws.

Section 7.02 *Powers.* During the intervals between meetings of the board of directors, the executive committee (if one is established) shall have and may exercise all powers of the board of directors in the management of the business and affairs of the corporation, except for the power to fill vacancies in the board of directors or to amend these bylaws, and except for such powers as by law may not be delegated by the board of directors to an executive committee.

Section 7.03 *Proceedings.* Each committee may fix its own presiding and recording officer or officers, and may meet at such place or places, at such time or times and on such notice (or without notice) as it shall determine from time to time. It will keep record of its proceedings and shall report such proceedings to the board of directors at the meeting of board of directors next following.

Section 7.04 *Quorum and Manner of Acting.* At all meetings of the committees as may be designated hereunder by the board of directors, the presence of members constituting a majority of the total authorized membership of the committee shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the members present at, any meeting at which a quorum is preset shall be the act of such committee. The members of such committees, as may be designated hereunder by the board of directors, shall act only as a committee, and the individual members thereof shall have no powers as such.

Section 7.05 *Resignations.* Any member of a committee may resign at any time by delivering a written resignation to the chief executive officer, the president, the secretary, or assistant secretary, or to the presiding officer of the committee of which he is a member, if any shall have been appointed and shall be in office. Unless otherwise specified therein, such resignation shall take effect on delivery.

Section 7.06 *Removal.* The board of directors may at any time remove any member of the executive committee or of any other committee designated by it hereunder either for or without cause.

Section 7.07 *Vacancies.* If any vacancy shall occur in any committee by reason of disqualification, death, resignation, removal, or removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and continued to act, unless such committee consisted of more than one member prior to the vacancy or vacancies and is left with only one member as a result thereof. Such vacancy may be filled at any meeting of the board of directors.

Section 7.08 *Compensation.* The board of directors may compensate any member of a duly designated committee who is not an active salaried employee of the corporation for attendance at each meeting of the said committee (and may reimburse his or her expenses of attendance).

ARTICLE VIII—INDEMNIFICATION, INSURANCE AND OFFICER AND DIRECTOR CONTRACTS

Section 8.01 *Indemnification.* The corporation shall indemnify and make advancement of expenses to the extent and as required (and in the discretion of the board of directors, as allowed) in the certificate of incorporation.

ARTICLE IX—FISCAL YEAR

The fiscal year of the corporation shall be fixed by resolution of the board of directors.

ARTICLE X—DIVIDENDS

The board of directors may from time to time declare, and the corporation may pay, dividends on its outstanding stock in the manner and on the terms and conditions provided by the certificate of incorporation and by laws.

ARTICLE XI—AMENDMENTS

Any amendment of these bylaws shall require the affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the directors comprising the board of directors, at a meeting called for the purpose of amending and/or restating these bylaws. Absent affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the directors comprising the board of directors, at a meeting called for the purpose of amending and/or restating these bylaws, the stockholders of the corporation may amend these bylaws by an affirmative vote of a majority of each class of issued and outstanding shares of voting securities of the corporation, at a meeting called for the purpose of amending and/or restating these bylaws.

Exhibit 10.2

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date"), is entered into by and among CAGETIX LLC, a Nebraska limited liability company ("Seller"), Jay Schneider, an individual and resident of the State of Nebraska (the "Selling Member"), and ALLIANCE MMA, INC., a Delaware corporation ("Buyer").

WHEREAS, Seller operates a mixed martial arts online ticketing business (the "Business"); and

WHEREAS, the Buyer desires to purchase the assets of Seller and approximately six other companies (the "Target Companies") primarily engaged in the business of promoting and conducting mixed martial arts events throughout the United States or providing services related to such events; and

WHEREAS, the closing of the acquisition of the assets of the Target Companies, including the closing of the transactions contemplated by this Agreement (collectively, the " Target Company Transactions") will occur substantially contemporaneously with the consummation of an initial underwritten public offering of Buyer's common stock (as more particularly defined herein, the "IPO"); and

WHEREAS, the IPO and the Target Company Transactions will be described in a Registration Statement on Form S-1 of the Buyer (the "Registration Statement") that will be filed with the Securities and Exchange Commission ("Commission") pursuant to the Securities Act of 1933, as amended, and the rules and regulations thereunder ("Securities Act");

WHEREAS, the Selling Member owns all of the issued and outstanding equity interests of Seller; and

WHEREAS, the Selling Member and the Seller wish to provide for the sale of substantially all of the assets and property rights now owned and held by the Seller that are used or usable in the Business to the Buyer on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. The following terms have the following meanings when used herein:

"Accounts Receivable" has the meaning set forth in Section 2.1(b).

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation that is pending by or before any Governmental Authority.

"Affiliate" shall mean a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, the terms "control," "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person and, in the case of an entity, shall require (i) in the case of a corporate entity, direct or indirect ownership of at least a majority of the securities having the right to vote for the election of directors, and (ii) in the case of a non-corporate entity, direct or indirect ownership of at least a majority of the equity interests with the power to direct the management and policies of such non-corporate entity.

"Agreement" means this Asset Purchase Agreement, including all Schedules and Exhibits hereto, as it may be amended from time to time in accordance with its terms.

"Assignment and Assumption Agreement" means the Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit A.

"Assumed Contracts" has the meaning set forth in Section 2.1(d).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Bill of Sale, Conveyance and Assignment" means the Bill of Sale, Conveyance and Assignment in substantially the form attached hereto as Exhibit B.

"Business" has the meaning set forth in the Recitals.

"Business Day" means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

"Business Employees" has the meaning set forth in Section 5.17.

"Buyer" has the meaning set forth in the preamble hereto.

"Claim" has the meaning set forth in Section 10.4.

"Claim Notice" has the meaning set forth in Section 10.4.

"Claimed Amount" has the meaning set forth in Section 10.4.

"Closing" means the closing of the purchase and sale of the Purchased Assets contemplated by this Agreement which shall occur substantially concurrently with the closing of the IPO.

"Closing Date" means the date set forth in Section 4.1.

"Code" has the meaning set forth in Section 3.4.

"Collateral Sources" has the meaning set forth in Section 10.5(c).

"Commission" means the U.S. Securities and Exchange Commission.

"Common Stock" means the common stock of Buyer $0.001 par value per share.

"Confidential Information" has the meaning set forth in Section 12.3.

"Employee Plan" has the meaning set forth In Section 5.16.

"Encumbrance" shall mean any interest, consensual or otherwise, in property, whether real, personal or mixed property or assets, tangible or intangible, securing an obligation owed to, or a claim by a third Person, or otherwise evidencing an interest of a Person other than the owner of the property, whether such interest is based on common law, statute or contract, and including, but not limited to, any security interest, security title or lien arising from a mortgage, recordation of abstract of judgment, deed of trust, deed to secure debt, encumbrance, restriction, charge, covenant, claim, exception, encroachment, easement, right of way, license, permit, pledge, conditional sale, option trust (constructive or otherwise) or trust receipt or a lease, consignment or bailment for security purposes and other title exceptions and encumbrances affecting the property.

"Equipment" has the meaning set forth in Section 2.1(c).

"Excluded Assets" has the meaning set forth in Section 2.2.

"Executive Employment Agreement" means the Executive Employment Agreement entered into by and between Buyer and the Selling Member in substantially the form attached hereto as Exhibit C.

"Final Purchase Price Allocation" has the meaning set forth in Section 3.4.

"Governmental Authority" means any government or governmental or regulatory, judicial or administrative, body thereof, or political subdivision thereof, whether foreign, federal, state, national, supranational or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Gross Profit" has the meaning set forth in Section 3.2.

"Indemnified Person" has the meaning set forth in Section 10.3(a).

"Indemnifying Person" has the meaning set forth in Section 10.3(a).

"Intellectual Property Rights" means all intellectual property and other proprietary rights, protected or protectable, under the laws of the United States or any political subdivision thereof, including, without limitation (i) copyrights; (ii) all computer software, trade secrets and market and other data, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other proprietary information, whether or not reduced to practice, and rights to limit the use or disclosure of any of the foregoing by any Person; (iii) all domestic and foreign patents and the registrations, applications, renewals, extensions, divisional applications and continuations (in whole or in part) thereof; (iv) trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers together with all goodwill associated therewith; and (v) and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (i) through (iv) above.

"Intellectual Property Transfer Agreement" means the Intellectual Property Transfer Agreement in substantially the form attached hereto as Exhibit D.

"Inventory" has the meaning set forth in Section 2.1(h).

"IPO" means an underwritten public offering of shares of Common Stock or other equity interests which generates cash proceeds sufficient to close on the Target Company Transactions pursuant to which the Common Stock or other equity interests will be listed or quoted on a Trading Market.

"IPO Price" means the price to the public reflected in the prospectus of the Buyer relating to the IPO that is first filed by the Buyer with the Commission pursuant to Rule 424(b) promulgated under the Securities Act.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation (including rules of any self-regulatory organization).

"Liability" has the meaning set forth in Section 2.3.

"Lock-Up Agreement" means that certain Lock-Up Agreement entered into by and among Selling Member, the Buyer and the underwriters participating in the IPO in substantially the form executed by each Person serving as an officer, director or 1% shareholder of Buyer or being issued shares of Common Stock in connection with the Target Company Transactions restricting the sale, transfer (other than for estate planning purposes), or other disposition of Common Stock held by such Person for a period of 180 days from the Closing Date.

"Losses" has the meaning set forth in Section 10.4.

"Most Recent Financial Statements" has the meaning set forth in Section 5.14.

"Non-Competition and Non-Solicitation Agreement" means that certain Non-Competition and Non-Solicitation Agreement in substantially the form attached hereto as Exhibit E.

"Order" shall mean any: (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court or other Governmental Authority; or (b) agreement with any Governmental Authority entered into in connection with any Proceeding.

"Other Agreements" means, collectively, the Assignment and Assumption Agreement, the Bill of Sale, Conveyance and Assignment, the Intellectual Property Transfer Agreement, the Non-Competition and Non-Solicitation Agreement, and the Executive Employment Agreement.

"Permits" means all material permits, licenses, franchises and other authorizations of any Governmental Authority possessed by or granted to Seller in connection with the Business.

"Permitted Encumbrances" means (i) Encumbrances set forth on Schedule 2.1, (ii) the Assumed Liabilities and any Encumbrances securing the same, (iii) any Encumbrance in favor of a Person claiming by or through Buyer, (iv) any Encumbrance which will be released at Closing, and (v) the lien for ad valorem taxes not yet due or payable.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, trust or unincorporated organization, governmental entity, government or any agency or political subdivision thereof.

"Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

"Purchase Price" has the meaning set forth in Section 3.1.

"Purchased Assets" has the meaning set forth in Section 2.1.

"Registration Statement" has the meaning set forth in the recitals.

"Seller" has the meaning set forth in the preamble hereto.

"Target Companies" has the meaning set forth in the recitals.

"Target Company Transactions" has the meaning set forth in the recitals.

"Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the American Stock Exchange, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

"Taxes" shall mean all taxes, charges, fees, duties, levies or other assessments, including, without limitation, income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, goods and services, license, payroll, unemployment, environmental, customs duties, capital stock, disability, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational and interest equalization, windfall profits, severance and employees' income withholding, social security and similar employment taxes or any other taxes imposed by the United States or any other foreign country or by any state, municipality, subdivision or instrumentality of the Unites States or of any other foreign country or by any other tax authority, including all applicable penalties and interest, and such term shall include any interest, penalties or additions to tax attributable to such taxes.

"Third Party Claim" has the meaning set forth in Section 10.3(a).

"Third-Party Claim Notice" has the meaning set forth in Section 10.3(a).

"Transferred Intellectual Property" has the meaning set forth in Section 2.1(k).

"Unaudited Financial Statements" has the meaning set forth in Section 5.14.

"U.S. GAAP" means U.S. Generally Accepted Accounting Principles.

"1060 Forms" has the meaning set forth in Section 3.4.

ARTICLE 2
PURCHASE AND SALE

2.1 Agreements to Purchase and Sell. Subject to the terms and conditions contained herein, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, free and clear from all Encumbrances (except the Permitted Encumbrances), all of Seller's right, title and interest in and to all of the properties, assets, and other rights of every kind and nature, whether tangible or intangible, real or personal, owned, leased, licensed or otherwise held by Seller as of the Closing, in each case to the extent primarily relating to or used in the Business regardless of where such assets are located (collectively, the "Purchased Assets"), including but not limited to the following:

(a) all cash;

(b) all accounts receivable, notes and notes receivable and other receivables (whether or not billed) relating to the Business (collectively, the "Accounts Receivable");

(c) all furniture, fixtures, and other equipment and other tangible personal property (excluding Inventory) of the Business (collectively, the "Equipment"), including such Equipment identified on Schedule 2.1(c), and all transferrable warranties and guarantees, if any, express or implied, existing for the benefit of Seller in connection with the Equipment;

(d) all contracts and agreements of Seller including, without limitation, leases, licenses, sponsorship agreements, agreements with fighters and managers, employment agreements, non-competition and non-solicitation agreements, agreements with event venues, open quotations and bids from or to Seller's suppliers, customers or potential customers, and other agreements, whether oral or written, relating to or used in the Business, including those identified on Schedule 2.1(d) (collectively, the "Assumed Contracts");

(e) all rights under the all leases and subleases of real property relating to or used in the Business and listed on Schedule 2.1(e) ("Real Estate Leases");

(f) all deposits, prepayments and prepaid expenses or other similar current assets used in the Business;

(g) all transferable approvals, authorizations, certifications, consents, variances, permissions, licenses and Permits to or from, or filings, notices or recordings to or with, any Governmental Authority used in the Business;

(h) all inventory, including all raw materials, work-in-process, finished goods, packaging materials, office supplies, maintenance supplies, spare parts and similar items used or intended for use in connection with the Business ("Inventory");

(i) all leasehold improvements constructed by Seller or provided by landlords for Seller, subject to the rights and obligations under the Real Estate Leases;

(j) all sales and marketing information, including all customer records and sales history with respect to customers (including invoices), sales and marketing records, price lists, documents, correspondence, studies, reports, and all other books, ledgers, files, and records of every kind, tangible data, customer lists (including appropriate contact information), vendor and supplier lists, service provider lists, promotional literature and advertising materials, catalogs, data books and records, of the Seller, relating to the Business;

(k) all Intellectual Property Rights related to the Business, including the goodwill of the business related thereto (collectively, the "Transferred Intellectual Property");

(l) all records, reports and information files of Seller relating to the Business (including business development and development history files);

(m) all claims, warranties, guarantees, refunds, causes of action, defenses, counterclaims, rights of recovery, rights of set-off and rights of recoupment of every kind and nature (including rights to insurance proceeds) related to the Business, received after the Closing Date with respect to damage, non-conformance of or loss to the Purchased Assets, except for any of the foregoing to the extent they arise under the Excluded Assets;

(n) to the extent transferable, all telephone and facsimile numbers and Internet domain addresses, in each case related to the Purchased Assets, including, without limitation, those described on Schedule 2.1 (n);

(o) all other assets used in connection with the Business and not retained by Seller pursuant to Section 2.2.

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, Seller shall not sell, transfer or assign, and Buyer shall not purchase or otherwise acquire, the following assets of Seller (such assets being collectively referred to hereinafter as the "Excluded Assets"):

(a) all rights of Seller arising under this Agreement, the Other Agreements or from the consummation of the transactions contemplated hereby or thereby;

(b) all corporate minute books, stock records and Tax returns (including all work papers relating to such Tax returns) of Seller and such other similar corporate books and records of Seller as may exist on the Closing Date;

(c) all claims and rights to refunds of Taxes paid by or on behalf of Seller;

(d) all assets of any employee benefit plan, arrangement, or program maintained or contributed to by Seller;

(e) all licenses and approvals of any Governmental Authority related to the Business that are personal to Seller and non-transferrable;

(f) all employee, personnel and other records that Seller is required by Law to retain in its possession;

(g) all capital stock held in treasury;

(h) notes receivable from employees or shareholders of Seller; and

(i) the items set forth on Schedule 2.2.

2.3 Liabilities of Seller; Assumed Liabilities. Buyer is not assuming and shall not be held responsible for nor shall be required to assume or be obligated to pay, discharge or perform, any debts, taxes, adverse claims, obligations or liabilities of Seller of any kind or nature or at any time existing or asserted, whether fixed, contingent or otherwise, whether in connection with the Purchased Assets, the Business or otherwise and whether arising before or after the consummation of the transactions contemplated by this Agreement, or bear any cost or charge with respect thereto, including without limitation, any accounts or notes payable, Taxes, warranty or personal injury claims accrued prior to the Closing, commissions, union contracts, unemployment contracts, profit sharing, retirement, pension, bonus, hospitalization, vacation or other employee benefits or any employment or old-age benefits relating to the employees of Seller. Notwithstanding the foregoing, on the Closing Date, Buyer shall assume and agrees to timely pay, perform and discharge the following Liabilities of Seller (collectively referred to as the "Assumed Liabilities"):

(a) all Liabilities and all obligations arising after the Closing Date under the Assumed Contracts, other than any Liability arising out of or relating to a breach of any Assigned Contract that occurred prior to the Closing Date; and

(b) all Liabilities or other claims related to the Business, that arise from acts performed by Buyer after the Closing Date or that arise from ownership and operation of the Purchased Assets and Business after the Closing Date.

For purposes of this Agreement, "Liability" means any debt, obligation, duty or liability of any nature (including unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with U.S. GAAP and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

2.4 Procedures for Purchased Assets not Transferable. If any property or other rights included in the Purchased Assets are not assignable or transferable either by virtue of the provisions thereof or under applicable law without the consent of some third party or parties, Seller shall use its commercially reasonable efforts to obtain such consents after the execution of this Agreement, but prior to the Closing, and Buyer shall use its commercially reasonable efforts to assist in that endeavor. If any such consent cannot be obtained prior to the Closing and the Closing occurs, this Agreement, the Other Agreements and the related instruments of transfer shall not constitute an assignment or transfer of the Purchased Asset regarding which such consent was not obtained and Buyer shall not assume Seller's obligations with respect to such Purchased Asset, but Seller shall use its commercially reasonable efforts to obtain such consent as soon as reasonably possible after the Closing or otherwise obtain for Buyer the practical benefit of such property or rights and Buyer shall use its commercially reasonable efforts to assist in that endeavor. For purposes of this Section 2.4 only and not for the purposes of the rest of this Agreement, commercially reasonable efforts shall not include any requirement of either party to expend money, commence any litigation or offer or grant any accommodation (financial or otherwise) to any third party.

ARTICLE 3
PURCHASE PRICE

3 . 1 Purchase Price. The purchase price ("Purchase Price") for the Purchased Assets shall be $325,000, subject to the Earn Out adjustment pursuant to Section 3.2.

3.2 Adjustments to Purchase Price. To the extent the Gross Profit generated from the Purchased Assets exceeds $100,000 for the full calendar year following the Closing, the Purchase Price will be adjusted upward proportionately such that each additional dollar of Gross Profit in excess of $100,000 will increase the Purchase Price by seven (7) dollars (the "Earn Out"). The Earn Out will be computed by the Company and confirmed by its accountants in the quarter following the full calendar year following the Closing. The methodology (including allocations of corporate revenue and expenses to the Purchased Assets and the Business) for determining the Earn Out will be consistently applied by Buyer to each of the Target Companies. Buyer will apply an allocation of any corporate revenues that are generated in whole or in part by the Purchased Assets or the Business to the Purchased Assets and the Business, and such allocation shall be commercially reasonable and proportionate in relation to the other Target Companies. The Earn Out will be paid to the Seller in shares of Common Stock valued at the lesser of (i) the IPO Price and (ii) the trailing 20 day VWAP for the Common Stock on the Trading Market as reported by Bloomberg, L.P. as of the date Buyer reports its quarterly report on Form 10-Q for the quarter following the full calendar year following the Closing. As used in this Agreement and the Other Agreements, "Gross Profit" means total revenue minus the cost of revenue as determined by US GAAP, consistently applied. THE SELLER ACKNOWLEDGES THAT HIS SALARY WILL BE DEEMED AN EXPENSE OF THE BUSINESS AND SHALL BE INCLUDED IN COST OF REVENUE FOR PURPOSES OF DETERMINING THE EARN OUT.

3.3 Payment of Purchase Price. The Purchase Price shall be paid at the Closing by delivery:

(a) to Seller of $150,000 in cash; and

(b) to Seller of the number of shares of Common Stock (rounded to the nearest whole number) equal to $175,000 divided by the IPO Price.

3.4 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets and the Assumed Liabilities in accordance with Schedule 3.4 (the "Final Purchase Price Allocation"), which has been prepared in accordance with the rules under Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent the Purchase Price is adjusted under Section 3.2, the parties shall adjust the Final Purchase Price Allocation consistent with Schedule 3.4 and the rules under Section 1060 of the Code to reflect such adjustment to the Purchase Price. The parties recognize that the Purchase Price does not include Buyer's acquisition expenses and that Buyer will allocate such expenses appropriately. The parties agree to act in accordance with the computations and allocations contained in the Final Purchase Price Allocation in any relevant Tax returns or filings (including any forms or reports required to be filed pursuant to Section 1060 of the Code or any provisions of local, state and foreign law ("1060 Forms")), and to cooperate in the preparation of any 1060 Forms and to file such 1060 Forms in the manner required by applicable law. Neither Buyer nor Seller shall take any position (whether in audits, Tax returns, or otherwise) that is inconsistent with the Final Purchase Price Allocation unless required to do so by applicable law.

ARTICLE 4
CLOSING

4.1 Closing Date. The Closing shall take place substantially concurrently with the closing of the IPO (such date, the "Closing Date") at a place and location to be agreed upon between Buyer and Seller, subject to the satisfaction or waiver of each of the conditions set forth in Article 8.

4.2 Transactions at Closing. At the Closing, subject to the terms and conditions hereof:

(a) Transfer of Purchased Assets and Seller's Closing Deliveries. Seller shall transfer and convey or cause to be transferred and conveyed to Buyer all of the Purchased Assets and Seller and Buyer shall execute and Seller shall deliver to Buyer each of the Other Agreements and such other good and sufficient instruments of transfer and conveyance as shall be necessary to vest in Buyer title to all of the Purchased Assets or as shall be reasonably requested by the Buyer. The Seller shall also deliver to Buyer the Seller Officer's Certificate required by Section 8.2(b) and all other documents required to be delivered by Seller at Closing pursuant hereto.

(b) Payment of Purchase Price, Assumption of Assumed Liabilities and Buyer's Closing Deliveries. In consideration for the transfer of the Purchased Assets and other transactions contemplated hereby Buyer shall deliver the Purchase Price to the Seller and shall execute and deliver to Seller the Bill of Sale, Conveyance and Assignment and the Assignment and Assumption Agreement, whereby Buyer assumes the Assumed Liabilities, and each of the Other Agreements, as well as the Buyer Officer's Certificate required by Section 8.1(b) and all other documents required to be delivered by Buyer at Closing pursuant hereto or as shall be reasonably requested by Seller.

(c) Notification of transfer of Purchased Assets. At or before the Closing, Seller will notify all parties to the contracts specified on Schedule 5.7 hereto of the transfer of the Purchased Assets to Buyer and provide copies of such notices to Buyer.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLER AND THE SELLING MEMBER

Seller and the Selling Member, jointly and severally, represent and warrant to Buyer as follows:

5.1 Organization. Seller is a corporation duly organized and validly existing in good standing under the laws of the State of Nebraska, duly qualified to transact business as a foreign entity in such jurisdictions where the nature of its Business makes such qualification necessary, except as to jurisdictions where the failure to qualify would not reasonably be expected to have a material adverse effect on the Business of the Seller or the Purchased Assets, and has all requisite corporate power and authority to own, lease and operate the Purchased Assets and to carry on its Business, as now being conducted.

5.2 Due Authorization.

(a) Seller has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements, and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Seller, including approval of this Agreement and the Other Agreements by the board of directors of the Seller.

(b) Subject to obtaining any consents of Persons listed on Schedule 5.7, the signing, delivery and performance of this Agreement and the Other Agreements by Seller is not prohibited or limited by, and will not result in the breach of or a default under, or conflict with any obligation of Seller with respect to the Purchased Assets under (i) any provision of its certificate of incorporation, by-laws or other organizational documentation of Seller, (ii) any material agreement or instrument to which Seller is a party or by which it or its properties are bound, (iii) any authorization, judgment, order, award, writ, injunction or decree of any Governmental Authority which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, or (iv) any applicable law, statute, ordinance, regulation or rule which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, and, will not result in the creation or imposition of any Encumbrance on any of the Purchased Assets. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Seller and constitutes, or, in the case of the Other Agreements, will constitute, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

5 . 3 Equipment and other Purchased Assets. Other than as set forth on Schedule 5.3, the Equipment and other Purchased Assets owned by, in the possession of, or used by Seller, in connection with the Business is in good condition and repair, ordinary wear and tear excepted, and is usable in the ordinary course of business.

5 . 4 Title. Other than as set forth on Schedule 5.4, the Purchased Assets are owned legally and beneficially by Seller with good and transferable title thereto, free and clear of all Encumbrances other than Permitted Encumbrances. At the Closing, Buyer will receive legal and beneficial title to all of the Purchased Assets, free and clear of all Encumbrances, except for the Permitted Encumbrances and Assumed Liabilities, and subject to obtaining any consents of Persons listed on Schedule 5.7.

5.5 Intellectual Property. Identified on Schedule 5.5 is a complete and accurate list of all Intellectual Property Rights used by Seller in the Business. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is owned free and clear of all Encumbrances or has been duly licensed for use by Seller and all pertinent licenses and their respective material terms are set forth on Schedule 5.5. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is not the subject of any pending adverse claim or, to Seller's knowledge, the subject of any threatened litigation or claim of infringement or misappropriation. Except as set forth on Schedule 5.5, the Seller has not violated the terms of any license pursuant to which any part of the Transferred Intellectual Property has been licensed by the Seller. To Seller's knowledge, except as set forth on Schedule 5.5, the Transferred Intellectual Property does not infringe on any Intellectual Property Rights of any third party. To the Seller's knowledge the Transferred Intellectual Property together with the rights granted under the Trademark License Agreement constitutes all of the Intellectual Property Rights necessary to conduct the Business as presently conducted. Except as set forth on Schedule 5.5, the Transferred Intellectual Property will continue to be available for use by Buyer from and after the Closing at no additional cost to Buyer.

5 . 6 Litigation. Except as set forth on Schedule 5.6, there is no suit (at law or in equity), claim, action, judicial or administrative proceeding, arbitration or governmental investigation now pending or, to the best knowledge of Seller threatened, (i) arising out of or relating to any aspect of the Business, or any part of the Purchased Assets, (ii) concerning the transactions contemplated by this Agreement, or (iii) involving Seller, its shareholders, or the officers, directors or employees of Seller in reference to actions taken by them in the conduct of any aspect of the Business.

5.7 Consents. Except as set forth on Schedule 5.7, no notice to, filing with, authorization of, exemption by, or consent of any Person is required for Seller to consummate the transactions contemplated hereby.

5 . 8 Brokers, Etc. No broker or investment banker acting on behalf of Seller or under the authority of Seller is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Seller.

5 . 9 Absence of Undisclosed Liabilities. To Seller's knowledge, Seller has not incurred any material liabilities or obligations with respect to the Purchased Assets (whether accrued, absolute, contingent or otherwise), which continue to be outstanding, except as otherwise expressly disclosed in this Agreement.

5 . 1 0 Assumed Contracts. All current and complete copies of all Assumed Contracts (which shall be deemed to include all Fighter Contracts) have been delivered to or made available to the Buyer. Except as set forth on Schedule 5.10, the Assumed Contracts are all in full force and effect and, to Seller's knowledge, there are no outstanding material defaults or violations under such Assumed Contracts on the part of the Seller or, to the knowledge of the Seller, on the part of any other party to such Assumed Contracts, except for such defaults as will not have a material adverse effect on the Business or Purchased Assets, taken as a whole. Except as set forth on Schedule 5.10, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any Assumed Contract, other than in connection with negotiations for renewals and amendments in the ordinary course of business.

5.11 Tax Matters. In each case except as would not reasonably be expected to have a material adverse effect on the Purchased Assets:

(a) No failure, if any, of the Seller to duly and timely pay all Taxes, including all installments on account of Taxes for the current year, that are due and payable by it will result in an Encumbrance on the Purchased Assets;

(b) There are no proceedings, investigations, audits or claims now pending or threatened against the Seller in respect of any Taxes, and there are no matters under discussion, audit or appeal with any governmental authority relating to Taxes, which will result in an Encumbrance on the Purchased Assets;

(c) The Seller has duly and timely withheld all Taxes and other amounts required by law to be withheld by it relating to the Purchased Assets (including Taxes and other amounts relating to the Purchased Assets required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the account or benefit of any Person, including any employees, officers or directors and any non-resident Person), and has duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required by law to be remitted by it; and

(d) The Seller has duly and timely collected all amounts on account of any sales or transfer Taxes, including goods and services, harmonized sales and provincial or territorial sales Taxes with respect to the Purchased Assets, required by law to be collected by it and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by law to be remitted by it.

5.12 Scope of Rights in Purchased Assets. Except as set forth on Schedule 5.12, the rights, properties, and assets included in the Purchased Assets include substantially all of the rights, properties, and assets, of every kind, nature and description, wherever located, that Seller believes are necessary to own, use or operate the Business.

5.13 Compliance with Laws. Seller is in compliance with all laws applicable to the Business, except where the failure to be in compliance would not have a material adverse effect on the Purchased Assets or the Business. Seller has not received any unresolved written notice of or been charged with the violation of any laws applicable to the Business except where such charge has been resolved. Except as set forth on Schedule 5.13, there are no pending or, to the knowledge of the Seller, threatened actions or proceedings by any Governmental Authority, which would prohibit or materially impede the Business.

5.14 Financial Statements. Seller has provided to Buyer for inclusion in the Registration Statement copies of the audited balance sheet of the Seller at December 31, 2013 and December 31, 2014 and the related statements of income and cash flows for the years then ended (collectively, the "Audited Financial Statements") together with the unaudited balance sheet of the Seller at September 30, 2015 and the related statements of income and cash flows for the nine months then ended (referred to as the "Most Recent Financial Statements". Except as set forth on Schedule 5.14, such Audited Financial Statements and Most Recent Financial Statements have been compiled in accordance with U.S. GAAP and fairly present, in all material respects, the net assets of the Business at December 31, 2014 and for the nine months ended September 30, 2015 and the operating profit or loss of the Business.

5.15 Absence of Certain Changes. Except as contemplated by this Agreement, reflected in the Most Recent Financial Statements or set forth on Schedule 5.15, since December 31, 2014, (i) the Business has been conducted in all material respects in the ordinary course of business and (ii) neither Seller nor the Selling Member have taken any of the following actions:

(a) sold, assigned or transferred any material portion of the Purchased Assets other than (i) in the ordinary course of business or (ii) sales or other dispositions of obsolete or excess equipment or other assets not used in the Business;

(b) cancelled any indebtedness other than in the ordinary course of business, or waived or provided a release of any rights of material value to the Business or the Purchased Assets;

(c) except as required by Law, granted any rights to severance benefits, "stay pay", termination pay or transaction bonus to any Business Employee or increased benefits payable or potentially payable to any such Business Employee under any previously existing severance benefits, "stay-pay", termination pay or transaction bonus arrangements (in each case, other than grants or increases for which Buyer will not be obligated following the Closing);

(d) except in the ordinary course of business, made any capital expenditures or commitments therefor with respect to the Business in an amount in excess of $50,000 in the aggregate;

(e) acquired any entity or business (whether by the acquisition of stock, the acquisition of assets, merger or otherwise), other than acquisitions that have not or will not become integrated into the Business;

(f) amended the terms of any existing Employee Plan, except for amendments required by Law;

(g) changed the Tax or accounting principles, methods or practices of the Business, except in each case to conform to changes required by Tax Law, in U.S. GAAP or applicable local generally accepted accounting principles;

(h) amended, cancelled (or received notice of future cancellation of) or terminated any Assumed Contract which amendment, cancellation or termination is not in the ordinary course of business;

(i) materially increased the salary or other compensation payable by Seller to any Business Employee, or declared or paid, or committed to declare or pay, any bonus or other additional payment to and Business Employees, other than (A) payments for which Buyer shall not be liable after Closing, (B) customary compensation increases and (C) bonus awards or payments under existing bonus plans and arrangements awarded to Business Employees which have been awarded or paid in the ordinary course of business;

(j) failed to make any material payments under any Assumed Contracts or Permits as and when due (except where contested in good faith or cured by Seller) under the terms of such Assumed Contracts or Permits;

(k) suffered any material damage, destruction or loss relating to the Business or the Purchased Assets, not covered by insurance;

(l) incurred any material claims relating to the Business or the Purchased Assets not covered by applicable policies of liability insurance within the maximum insurable limits of such policies;

(m) mortgaged, sold, assigned, transferred, pledged or otherwise placed an Encumbrance on any Purchased Asset, except in the ordinary course of business, as otherwise set forth herein or that will be released at Closing;

(n) transferred, granted, licensed, assigned, terminated or otherwise disposed of, modified, changed or cancelled any material rights or obligations with respect to any of the Transferred Intellectual Property, except in the ordinary course of business; or

(o) entered into any agreement or commitment to take any of the actions set forth in paragraphs (a) through (n) of this Section 5.15.

5.16 Employee Benefit Plans. Attached on Schedule 5.16 is a list of all qualified and non-qualified pension and welfare benefit plans of Seller (the "Employee Plans"). Each of the Employee Plans has been operated in accordance with its terms, does not discriminate (as that term is defined in the Code) and will, along with all other bonus plans, incentive or compensation arrangements provided by Seller to or for its employees, be terminated by Seller immediately following Closing. All payments due from Seller pursuant thereto have been paid.

5.17 Business Employees. Attached on Schedule 5.17 is a list of all employees of Seller (collectively, the "Business Employees"), their current salaries or compensation, a listing of commission arrangements, a list of commitments for future salary or compensation increases, and the last salary raise with dates and amounts. Schedule 5.17 lists all individuals with whom Seller has employment, consulting, representative, labor, non-compete or any other restrictive agreements. Except as set forth on Schedule 5.17, Seller has not entered into any severance or similar arrangement with respect of any Business Employee (or any former employee or consultant) that will result in any obligation (absolute or contingent) of Buyer or Seller to make any payment to any Business Employee (or any former employee or consultant) following termination of employment.

5.18 Labor Relations. Except as set forth on Schedule 5.18, Seller has complied in all material respects with all federal, state and local laws, rules and regulations relating to the employment of labor including those related to wages, hours and the payment of withholding and unemployment Taxes. Seller has withheld all amounts required by law or agreement to be withheld from the wages or salaries of its employees and is not liable for any arrearage of wages or any Taxes or penalties for failure to comply with any of the foregoing.

5.19 Sponsors, Vendors and Suppliers. Attached on Schedule 5.19 is a complete and accurate list of (i) the five (5) largest sponsors of Seller in terms of revenue during the period from January 1, 2014 through June 30, 2015, showing the approximate total amount of sponsorship revenue by Seller from each such sponsor during such period; and (ii) the five (5) largest vendors and suppliers (whether of production services, event venues, equipment, fighter managers, etc.) to Seller in terms of purchases or payments made by Seller to such vendor or supplier during the period from January 1, 2014 through June 30, 2015, showing the approximate total purchases or payments by Seller from each such supplier during such period. Except as set forth on Schedule 5.19 and to Seller's knowledge, as of the date of this Agreement there has been no adverse change in the business relationship of Seller with any sponsor or supplier named on Schedule 5.19 that is material to the Business or the financial condition of Seller.

5.20 Conflict of Interest. Except as set forth on Schedule 5.20, neither Seller nor the Selling Member have any direct or indirect interest (except through ownership of less than five percent (5%) of the outstanding securities of corporations listed on a national securities exchange or registered under the Securities Exchange Act of 1934, as amended) in (i) any entity which does business with Seller or is competitive with the Business, or (ii) any property, asset or right which is used by Seller in the conduct of its Business.

5.21 Intentionally Omitted.

5.22 Inventories. All Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, has been purchased in the ordinary course of business, is free from material defects, consists of goods of the kind, quantity and quality regularly used and sold in the Business. The Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, is merchantable and fit for its intended purpose and Seller has not, is not contemplating, nor has any reason to believe that a recall of such items or any items previously sold by Seller is necessary or warranted.

5.23 Accounts Receivable. All of the Accounts Receivable are (and as of the Closing Date will be) bona fide receivables subject to no counterclaims or offsets and arose in the ordinary course of business. At the Closing and except for Permitted Encumbrances, no person or entity will have any lien on such Accounts Receivable or any part thereof, and no agreement for deduction, free goods, discount or other deferred price or quantity adjustment will have been made with respect to any such Accounts Receivable.

5.24 Insurance. Seller maintains (i) insurance on all the Purchased Assets covering property damage by fire or other casualty which it is customary for Seller to insure, (ii) insurance protection against all liabilities, claims, and risks against which it is customary for Seller to insure, and (iii) insurance for worker's compensation and unemployment, products liability, and general public liability. All of such policies are consistent with past practices of Seller. Seller is not in default under any of such policies or binders. Such policies and binders are in full force and effect on the date hereof and shall be kept in full force and effect through the Closing Date.

5.25 Payment of Debts. Except for those liabilities assumed by Buyer pursuant to Section 2.3, Seller has made adequate provisions for payments of the amount due to its creditors and shall pay the same at Closing or pursuant to their existing terms on or before the Closing.

5.26 Accuracy of Statements. No representation or warranty by Seller or Selling Member in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Seller or Selling Member that materially adversely affects the business, financial condition or affairs of the Business, Seller or Selling Member. No representation made by a Selling Member to Buyer during the due diligence process leading up to the execution of this Agreement on in connection with the other Target Company Transactions contained an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

5 . 2 7 Representations and Warranties of Buyer. Neither Seller nor Selling Member are aware of, or have discovered through due diligence, any breaches by Buyer of its representations and warranties made in Article 6 of this Agreement, which they have not disclosed to Buyer.

5 . 2 8 Sufficiency of Assets. Other than as set forth on Schedule 5.28, the Purchased Assets constitute all of the assets necessary to conduct the Business as it is conducted as of the date of this Agreement. Other than as set forth on Schedule 5.28, all Permits and Assumed Contracts, including those identified on Schedule 2.1(d) will be available for use by the Buyer on materially identical terms (i) as of the Closing and (ii) for one year following the Closing.

5.29 The Selling Member.

(a) The Selling Member has ever (i) made a general assignment for the benefit of creditors, (ii) filed, or had filed against such Selling Member, any bankruptcy petition or similar filing, (iii) suffered the attachment or other judicial seizure of all or a substantial portion of such Selling Member's assets, (iv) admitted in writing such Selling Member's inability to pay his or her debts as they become due, or (v) taken or been the subject of any action that may have an adverse effect on his ability to comply with or perform any of his covenants or obligations under any of the Other Agreements or which would require disclosure in the Registration Statement.

(b) Selling Member is not subject to any Order or is bound by any agreement that may have an adverse effect on his ability to comply with or perform any of his or her covenants or obligations under any of the Other Agreements. There is no Proceeding pending, and no Person has threatened to commence any Proceeding, that may have an adverse effect on the ability of Selling Member to comply with or perform any of his covenants or obligations under any of the Other Agreements. No event has occurred, and no claim, dispute or other condition or circumstance exists, that might directly or indirectly give rise to or serve as a basis for the commencement of any such Proceeding.

5.30 Investment Purposes.

(a) Seller and Selling Member (i) understand that the shares of Common Stock to be issued to Seller pursuant to this Agreement have not been registered for sale under any federal or state securities Laws and that such shares are being offered and sold to Seller pursuant to an exemption from registration provided under Section 4(2) of the Securities Act, (ii) agree that Seller is acquiring such shares for its own account for investment purposes only and without a view to any distribution thereof other than to the Selling Member as permitted by the Securities Act and subject to the Lock-Up Agreement, (iii) acknowledge that the representations and warranties set forth in this Section 5.30 are given with the intention that the Buyer rely on them for purposes of claiming such exemption from registration, and (iv) understand that they must bear the economic risk of the investment in such shares for an indefinite period of time as such shares cannot be sold unless subsequently registered under applicable federal and state securities Laws or unless an exemption from registration is available therefrom.

(b) Seller and Selling Member agree (i) that the shares of Common Stock to be issued to Seller pursuant to this Agreement will not be sold or otherwise transferred for value unless (x) a registration statement covering such shares has become effective under applicable state and federal securities laws, including, without limitation, the Securities Act, or (y) there is presented to the Buyer an opinion of counsel satisfactory to the Buyer that such registration is not required, (ii) that any transfer agent for the Common Stock may be instructed not to transfer any such shares unless it receives satisfactory evidence of compliance with the foregoing provisions, and (iii) that there will be endorsed upon any certificate evidencing such shares an appropriate legend calling attention to the foregoing restrictions on transferability of such shares.

(c) Seller and Selling Member is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act.

(d) Seller and Selling Member (i) are aware of the business, affairs and financial condition of the Buyer and the other Target Companies, and have acquired sufficient information about the Buyer and the other Target Companies, the IPO and the Target Company Transactions to reach an informed and knowledgeable decision to acquire the shares of Common Stock to be issued to Seller pursuant to this Agreement, (ii) have discussed the Buyer's plans, operations and financial condition with the Buyer's officers, (iii) have received all such information as they have deemed necessary and appropriate to enable them to evaluate the financial risk inherent in making an investment in the shares of Common Stock to be issued pursuant to this Agreement, (iv) have sufficient knowledge and experience in financial and business matters and in the business of conducting mixed martial arts promotions so as to be capable of evaluating the merits and risks of their investment in Common Stock, and (v) are capable of bearing the economic risks of such investment.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller and the Selling Member as follows:

6 . 1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own its property and to carry on its business as it is now being conducted.

6 . 2 Due Authorization. Buyer has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Buyer. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Buyer and constitutes, or, in the case of the Other Agreements will constitute, the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

6.3 Consents. Except as set forth on Schedule 6.3, no notice to, filing with, authorization of, exemption by, or consent of, any Person is required for Buyer to consummate the transactions contemplated hereby.

6 . 4 No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in (i) a violation of or a conflict with any provision of the certificate of incorporation, by-laws or other organizational document of Buyer; (ii) a breach of, or a default under, any term of provision of any contract, agreement, indebtedness, lease, commitment, license, franchise, permit, authorization or concession to which Buyer is a party which breach or default would have a material adverse effect on the business or financial condition of Buyer or their ability to consummate the transactions contemplated hereby; or (iii) a violation by Buyer of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, which violation would have a material adverse effect on the business or financial condition of Buyer or its ability to consummate the transactions contemplated hereby.

6 . 5 Brokers, Etc. No broker or investment banker acting on behalf of Buyer or under the authority of Buyer is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Buyer. All underwriting discounts and fees incident to the IPO will be paid by Buyer.

6.6 Accuracy of Statements. No representation or warranty by Buyer in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Buyer that materially adversely affects the business, financial condition or affairs of the Buyer.

6 . 7 Representations and Warranties of Seller and the Selling Member . Buyer is not aware of, nor has discovered through due diligence, any breaches by Seller or Selling Member of their respective representations and warranties made in Article 5 of this Agreement, which it has not disclosed to Seller and the Selling Member.

6 . 8 Capitalization. The authorized capital stock of the Buyer consists of (i) 45,000,000 shares of Common Stock, of which on the date hereof 2,366,250 shares are issued and outstanding, and (ii) 5,000,000 shares of preferred stock, $0.001 par value per share, of which on the date hereof and on the Closing Date no shares are issued and outstanding. Other than shares of Common Stock sold in the IPO or issued in connection with the Target Company Transactions, and set forth in the Registration Statement no subscription, warrant, option, convertible security or other right (contingent or otherwise) to purchase, acquire (including rights of first refusal, anti-dilution or pre-emptive rights) or register under the Securities Act any shares of capital stock of the Company is authorized or outstanding. The Company does not have any obligation to issue any subscription, warrant, option, convertible security or other such right or to issue or distribute to holders of any shares of its capital stock any evidence of indebtedness or assets of the Company. The Company does not have any obligation to purchase, redeem or otherwise acquire any shares of its capital stock or any interest therein or to pay any dividend or make any other distribution in respect thereof. There are no outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights with respect to the Company. At the Closing, the shares of Common Stock to be issued to Seller as consideration for the Purchase Price will be duly authorized, validly issued, fully paid and non-assessable.

ARTICLE 7
COVENANTS AND CONDUCT OF SELLER
FROM THE DATE OF EXECUTION OF THIS AGREEMENT TO THE CLOSING DATE

Seller and the Selling Member, jointly and severally, covenant that from the date of the execution of this Agreement to the Closing Date, Seller shall:

7 . 1 Compensation. Except in the ordinary course of business or as set forth on Schedule 7.1, not increase or commit to increase, the amount of compensation payable, or to become payable by Seller, or make, any bonus, profit-sharing or incentive payment to any of its officers, directors or relatives of any of the foregoing;

7 . 2 Encumbrance of Assets . Not cause any Encumbrance of any kind other than Permitted Encumbrances to be placed upon any of the Purchased Assets or other assets of Seller, exclusive of liens arising as a matter of law in the ordinary course of business as to which there is no known default;

7.3 Incur Liabilities. Not take any action which would cause Seller to incur any obligation or liability (absolute or contingent) except liabilities and obligations incurred in the ordinary course of business or which will be paid at Closing;

7 . 4 Disposition of Assets. Not sell or transfer any of the Purchased Assets or any other tangible or intangible assets of Seller or cancel any debts or claims, except in each case in the ordinary course of business;

7 . 5 Executory Agreements. Except for modifications in connection with extensions of existing agreements in the ordinary course of business, not modify, amend, alter, or terminate (by written or oral agreement, or any manner of action or inaction), any of the executory agreements of Seller including, without limitation, any Fighter Contracts, agreements with vendors, televisions or media partners, event sponsors or event venue providers except as otherwise approved by Buyer in writing, which consent will not be unreasonably withheld or delayed;

7 . 6 Material Transactions. Not enter into any transaction material in nature or amount without the prior written consent of Buyer, except for transactions in the ordinary course of business;

7 . 7 Purchase or Sale Commitments. Not undertake any purchase or sale commitment that will result in purchases outside of customary requirements;

7 . 8 Preservation of Business. Use its best efforts to preserve the Purchased Assets, keep in faithful service the present officers and key employees of Seller (other than increasing compensation to do so) and preserve the goodwill of its suppliers, customers and others having business relations with Seller;

7 . 9 Investigation. Allow, during normal business hours, Buyer's personnel, attorneys, accountants and other authorized representatives free and full access to the plans, properties, books, records, documents and correspondence, and all of the work papers and other documents relating to Seller in the possession of Seller, its officers, directors, employees, auditors or counsel, in order that Buyer may have full opportunity to make such investigation as it may desire of the properties and Business of Seller;

7.10 Compliance with Laws. Comply in all material respects with all Laws applicable to Seller or to the conduct of its Business;

7.11 Notification of Material Changes. Provide Buyer's representatives with prompt written notice of any material and adverse change in the condition (financial or other) of Seller's assets, liabilities, earnings, prospects or business which has not been disclosed to Buyer in this Agreement; and

7 . 1 2 Cooperation. Cooperate fully, completely and promptly with Buyer in connection with (i) securing any approval, consent, authorization or clearance required hereunder, or (ii) satisfying any condition precedent to the Closing without additional cost and expense to Seller unless such action is otherwise the obligation of Seller.

7 . 1 3 Accounting Matters and Registration Statement. Cooperate fully, completely and promptly with Buyer, its counsel, and all auditors in connection with the Registration Statement, including using best efforts to provide Buyer at Seller's expense with all Seller financial statements required by Regulation S-X promulgated under the Securities Act for inclusion in the Registration Statement.

Nothing in this Agreement shall prohibit Seller from paying dividends and other distributions to the Selling Member.

ARTICLE 8
CONDITIONS TO CLOSING

8 . 1 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Seller):

(a) Performance of Agreements and Conditions. All agreements and covenants to be performed and satisfied by Buyer hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Buyer in all material respects.

(b) Representations and Warranties True. The representations and warranties of Buyer contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Buyer contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller of the transactions contemplated by this Agreement taken as a whole, in each such case on and as of the Closing Date, with the same effect as though made on and as of the Closing Date, and there shall be delivered to Seller on the Closing Date a certificate, in form of Exhibit H attached hereto, executed by the Chief Executive Officer of Buyer to that effect (the "Buyer Officer's Certificate").

(c) Payment of Purchase Price. Buyer shall have paid the Purchase Price and assumed the Assumed Liabilities as provided in Section 4.2(b).

(d) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(e) Other Agreements. Buyer shall have delivered to Seller a duly executed copy of each of the Other Agreements.

(f) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

8.2 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Buyer):

(a) Performance of Agreements and Covenants. All agreements and covenants to be performed and satisfied by Seller and the Selling Member hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Seller in all material respects.

(b) Representations and Warranties True. The representations and warranties of Seller and the Selling Member contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Seller and the Selling Member contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the Purchased Assets or the Business taken as a whole, in each such case on and as of the Closing Date with the same effect as though made on and as of the Closing Date (except for those representations and warranties that specifically refer to some other date), and there shall be delivered by Seller on the Closing Date a certificate, in form of Exhibit I attached hereto, executed by the Chief Executive Officer of Seller to that effect (the "Seller Officer's Certificate").

(c) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(d) Other Agreements. Seller and the Selling Member shall have delivered to Buyer a duly executed copy of each of the Other Agreements to which it is a party.

(e) Material Adverse Change. There shall not have been a material adverse change in the Seller's business, financial condition, prospects, assets or operations relating to the Purchased Assets or the Business, taken as a whole, except to the extent such material adverse change arises from or relates to: (i) any change in economic, business or financial market conditions in the United States or regions in which the Business operates, (ii) changes in any Laws or in accounting rules or standards; (iii) any natural disaster, act of terrorism or war, or the outbreak of hostilities, or any other international or domestic calamity or crisis; (iv) any action taken or not taken with the prior written consent of the Purchaser or required or expressly permitted by the terms of this Agreement; (v) the pendency of this Agreement and the transactions contemplated hereby or (vi) any existing event, circumstance, change or effect with respect to which the Buyer has knowledge as of the date of this Agreement.

(f) Non-Competition and Non-Solicitation Agreements. The Selling Member shall have entered into a Non-Competition and Non-Solicitation Agreement with the Buyer in substantially the form attached hereto as Exhibit F.

(g) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

(h) IPO. Buyer shall have completed the IPO.

(i) Available Cash at Closing. The amount of cash acquired at Closing pursuant to Section 2.1(a) shall be at a minimum sufficient to conduct the Seller's next scheduled event consistent with past practice and utilizing solely the Purchased Assets.

(j) Satisfaction of Encumbrances. Seller shall deliver a payoff letter or similar documentation, in form reasonably acceptable to Buyer, terminating any Encumbrance on any of the Purchased Assets, together with executed UCC-2 or UCC-3 termination statements (or any other applicable termination statement) executed by each Person holding Encumbrances on any Purchased Asset.

ARTICLE 9
POST-CLOSING COVENANTS, OTHER AGREEMENTS

9.1 Availability of Records. After the Closing, Buyer, shall make available to Seller as reasonably requested by Seller, its agents and representatives, or as requested by any Governmental Authority, all information, records and documents relating to the Purchased Assets for all periods prior to Closing and shall preserve all such information, records and documents until the later of: (a) six (6) years after the Closing; (b) the expiration of all statutes of limitations for Taxes for periods prior to the Closing, or extensions thereof applicable to Seller and its shareholders for Tax information, records or documents; or (c) the required retention period for all government contract information, records or documents. Prior to destroying any records related to Seller for the period prior to the Closing, Buyer shall notify Seller ninety (90) days in advance of any such proposed destruction of its intent to destroy such records, and Buyer will permit Seller to retain any such records.

9.2 Tax Matters.

(a) Bifurcation of Taxes. Seller and its Affiliates shall be solely liable for all Taxes imposed upon Seller attributable to the Purchased Assets for all taxable periods ending on or before the Closing Date. Buyer and its Affiliates shall be solely liable for any Taxes imposed upon Buyer attributable to the Purchased Assets for any taxable year or taxable period commencing after the Closing Date.

(b) Transfer Taxes. Buyer and Seller shall each pay one-half of any and all sales, use, transfer and documentary Taxes and recording and filing fees applicable to the transfer of the Purchased Assets.

(c) Cooperation and Records. After the Closing Date, Buyer and Seller shall cooperate in the filing of any Tax returns or other Tax-related forms or reports, to the extent any such filing requires providing each other with necessary relevant records and documents relating to the Purchased Assets. Seller and Buyer shall cooperate in the same manner in defending or resolving any Tax audit, examination or Tax-related litigation. Buyer and Seller shall cooperate in the same manner to minimize any transfer, sales and use Taxes. Nothing in this Section shall give Buyer or Seller any right to review the other's Tax returns or Tax related forms or reports.

(d) Bulk Sales Laws. Seller and Buyer waive compliance with bulk sales laws for Tax purposes.

9.3 Post-Closing Delivery. Subject to the provisions of Section 4.2, Seller agrees to arrange for physical delivery to Buyer of the tangible Purchased Assets in Seller's possession. Buyer and Seller acknowledge that title and risk of loss with respect to all Purchased Assets shall pass to Buyer at Closing. Seller agrees to use commercially reasonable efforts to preserve and maintain the tangible Purchased Assets in good working condition and to protect such Purchased Assets against damage, deterioration and other wasting. All Intellectual Property (in particular all MMA video content) comprising the Purchased Assets will be delivered to Buyer in electronic form consistent with common industry practice.

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification by Seller and the Selling Member. Seller and Selling Member hereby jointly and severally agree to indemnify, defend and hold Buyer harmless from and against any Losses (defined below) in respect of the following:

(a) Losses resulting in bodily injury, wrongful death, and/or property damages, including without limitation, actual, punitive, direct, indirect, or consequential damages and all attorney's fees and court costs recoverable by the injured party or parties arising out of litigation that is currently pending against Seller or arising from facts which occurred prior to Closing which, in the case of litigation, the defense of which is not being defended by Seller's insurance carrier or, if the same results in or has resulted in a verdict or damages to be paid, the same is not being paid by Seller's insurance company.

(b) Losses resulting from the breach of any representations, warranties, covenants or agreements made by Seller or Selling Member in this Agreement or the Other Agreements.

10.2 Indemnification by Buyer. Buyer hereby agrees to indemnify, defend and hold Seller and the Selling Member harmless from and against any Losses in respect of the following:

(a) Losses resulting from any breach of any representations, warranties, covenants or agreements made by Buyer in this Agreement or the Other Agreements.

(b) Buyer's operation of the Business and ownership of the Purchased Assets after the Closing, including, without limitation, all sales and use Taxes, ad valorem Taxes, and products liability claims with respect to such post-Closing operations.

(c) The Assumed Liabilities, including all claims arising from the obligations assumed under the Assumed Contracts as set forth in Section 2.1(d).

10.3 Indemnification Procedure for Third-Party Claims.

(a) In the event that any party (the "Indemnified Person") desires to make a claim against any other party (the "Indemnifying Person") in connection with any Losses for which the Indemnified Person may seek indemnification hereunder in respect of a claim or demand made by any Person not a party to this Agreement against the Indemnified Person (a "Third-Party Claim"), such Indemnified Person must notify the Indemnifying Person in writing, of the Third-Party Claim (a "Third-Party Claim Notice") as promptly as reasonably possible after receipt, but in no event later than fifteen (15) calendar days after receipt, by such Indemnified Person of notice of the Third-Party Claim; provided, that failure to give a Third-Party Claim Notice on a timely basis shall not affect the indemnification provided hereunder except to the extent the Indemnifying Person shall have been actually and materially prejudiced as a result of such failure. Upon receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall be entitled, at the Indemnifying Person's election, to assume or participate in the defense of any Third-Party Claim at the cost of Indemnifying Person. In any case in which the Indemnifying Person assumes the defense of the Third-Party Claim, the Indemnifying Person shall give the Indemnified Person ten (10) calendar days' notice prior to executing any settlement agreement and the Indemnified Person shall have the right to approve or reject the settlement and related expenses; provided, however, that upon rejection of any settlement and related expenses, the Indemnified Person shall assume control of the defense of such Third-Party Claim and the liability of the Indemnifying Person with respect to such Third-Party Claim shall be limited to the amount or the monetary equivalent of the rejected settlement and related expenses.

(b) The Indemnified Person shall retain the right to employ its own counsel and to discuss matters with the Indemnifying Person related to the defense of any Third-Party Claim, the defense of which has been assumed by the Indemnifying Person pursuant to Section 10.3(a) of this Agreement, but the Indemnified Person shall bear and shall be solely responsible for its own costs and expenses in connection with such participation; provided, however, that, subject to Section 10.3(a) above, all decisions of the Indemnifying Person shall be final and the Indemnified Person shall cooperate with the Indemnifying Person in all respects in the defense of the Third-Party Claim, including refraining from taking any position adverse to the Indemnifying Person.

(c) If the Indemnifying Person fails to give notice of the assumption of the defense of any Third-Party Claim within a reasonable time period not to exceed forty-five (45) days after receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall no longer be entitled to assume (but shall continue to be entitled to participate in) such defense. The Indemnified Person may, at its option, continue to defend such Third-Party Claim and, in such event, the Indemnifying Person shall indemnify the Indemnified Person for all reasonable fees and expenses in connection therewith (provided it is a Third-Party Claim for which the Indemnifying Person is otherwise obligated to provide indemnification hereunder). The Indemnifying Person shall be entitled to participate at its own expense and with its own counsel in the defense of any Third-Party Claim the defense of which it does not assume. Prior to effectuating any settlement of such Third-Party Claim, the Indemnified Person shall furnish the Indemnifying Person with written notice of any proposed settlement in sufficient time to allow the Indemnifying Person to act thereon. Within fifteen (15) days after the giving of such notice, the Indemnified Person shall be permitted to effect such settlement unless the Indemnifying Person (a) reimburses the Indemnified Person in accordance with the terms of this Article 10 for all reasonable fees and expenses incurred by the Indemnified Person in connection with such Claim; (b) assumes the defense of such Third-Party Claim; and (c) takes such other actions as the Indemnified Person may reasonably request as assurance of the Indemnifying Person's ability to fulfill its obligations under this Article 10 in connection with such Third-Party Claim.

10.4 Indemnification Procedure for Other Claims. An Indemnified Party wishing to assert a claim for indemnification which is not a Third Party Claim subject to Section 10.3 (a "Claim") shall deliver to the Indemnifying Party a written notice (a "Claim Notice") which contains (i) a description and, if then known, the amount (the "Claimed Amount") of any Losses incurred by the Indemnified Party or the method of computation of the amount of such claim of any Losses, (ii) a statement that the Indemnified Party is entitled to indemnification under this Article 10 and a reasonable explanation of the basis therefor, and (iii) a demand for payment in the amount of such Losses. Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party shall deliver to the Indemnified Party a written response in which the Indemnifying Party shall: (A) agree that the Indemnified Party is entitled to receive all of the Claimed Amount, (B) agree in a "Counter Notice" that the Indemnified Party is entitled to receive part, but not all, of the Claimed Amount (the "Agreed Amount"), or (C) contest that the Indemnified Party is entitled to receive any of the Claimed Amount including the reasons therefor. If the Indemnifying Party in the Counter Notice or otherwise contests the payment of all or part of the Claimed Amount, the Indemnifying Party and the Indemnified Party shall use good faith efforts to resolve such dispute. If such dispute is not resolved within sixty (60) days following the delivery by the Indemnifying Party of such response, the Indemnifying Party and the Indemnified Party shall each have the right to submit such dispute to a court of competent jurisdiction in accordance with the provisions of Section 12.17.

10.5 Losses.

(a) For purposes of this Agreement, "Losses" shall mean all actual liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including, without limitation, reasonable attorneys', accountants' and consultants' fees and expenses and court costs, including punitive, indirect, consequential or other similar damages. Losses shall include punitive, indirect, consequential or similar damages only for claims brought by third parties.

(b) Any liability for indemnification under this Agreement shall be determined without duplication of recovery due to the facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement.

(c) The Indemnified Person agrees to use all reasonable efforts to obtain recovery from any and all third parties who are obligated respecting a Loss (e.g. parties to indemnification agreements, insurance companies, etc.) ("Collateral Sources") respecting any Claim pursuant to which the Indemnified Person is entitled to indemnification hereunder. If the amount to be netted hereunder from any payment from a Collateral Source is determined after payment of any amount otherwise required to be paid to an Indemnified Person under this Article 10, the Indemnified Person shall repay to the Indemnifying Person, promptly after such receipt from Collateral Source, any amount that the Indemnifying Person would not have had to pay pursuant to this Article 10 had such receipt from the Collateral Source occurred at the time of such payment.

(d) Each Indemnified Person shall (and shall cause its Affiliates to) use commercially reasonable efforts to mitigate any claim for Losses that an Indemnified Person asserts under this Article 10.

(e) The amount of any and all Losses (and other indemnification payments) under this Agreement shall be decreased by (A) any Tax benefits in excess of Tax detriments actually realized by the applicable Indemnified Person related to the Loss, including deductibility of any such Losses (or other items giving rise to such indemnification payment), and (B) the amount of any insurance proceeds or other amounts recoverable from Collateral Sources (netted against deductibles and other costs associated with making or pursuing any such claims, as applicable), received or to be received by the applicable Indemnified Person with respect to such Losses under any insurance policy maintained by the Indemnified Person or any other Person or from any other Collateral Source. The Indemnified Person will assign to the Indemnifying Person any rights or contribution or subrogation the Indemnified Person may have against or respecting any Collateral Source or other Persons related to such Loss which is indemnified by the Indemnifying Person hereunder.

10.6 Certain Limitations. Notwithstanding anything to the contrary contained in this Agreement: (i) Neither Seller and the Selling Member nor Buyer shall be required to indemnify any party hereunder for their breach of any representation or warranty unless and until the aggregate amount of Losses arising from such types of breaches shall exceed $25,000.00 and at such time as the aggregate amount of Losses exceeds such amount the obligation to indemnify shall include all Losses including the first $25,000.00; and (ii) Seller and the Selling Member shall not be liable to provide indemnification hereunder in an aggregate amount in excess of twenty percent (20%) of the Purchase Price.

10.7 Exclusive Remedies. Each of Buyer, Seller and the Selling Member acknowledges and agrees that, from and after the Closing, its sole and exclusive remedy with respect to any and all Losses based upon, arising out of or otherwise in respect of the matters set forth in this Agreement and the Other Agreements shall be pursuant to the indemnification set forth in this Article 10, and such party shall have no other remedy or recourse with respect to any of the foregoing other than pursuant to, and subject to the terms and conditions of, this Article 10; provided, that the foregoing limitation shall not apply to claims seeking specific performance or other available equitable relief.

ARTICLE 11
TERMINATION AND SURVIVAL

11.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing Date as follows:

(a) with the mutual consent of Buyer and Seller;

(b) by Buyer, if it is not then in material breach of its obligations under this Agreement and if (A) any of Seller's or the Selling Member's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.2(b) would not be satisfied, or (B) any of Seller's or the Selling Member's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.2(a) would not be satisfied; provided, however, that Buyer shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Seller unless Seller fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Buyer of such inaccuracy or breach; or

(c) by Seller, if it is not then in material breach of its obligations under this Agreement and if (A) any of Buyer's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) would not be satisfied, or (B) any of Buyer's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) would not be satisfied; provided, however, that Seller shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Buyer unless Buyer fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Seller of such inaccuracy or breach.

(d) by Buyer or Seller if the Closing has not occurred on or prior to August 31, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

11.2 Procedure Upon Termination. In the event of termination and abandonment by Buyer or Seller, or both, pursuant to Section 11.1 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Buyer or Seller. If this Agreement is terminated as provided herein each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

11.3 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Buyer or Seller; provided, however, that the obligations of the parties set forth in Article 10, this Section 11.3 and Sections 12.2, 12.3, 12.4, 12.7, 12.9, 12.13, and 12.15 hereof shall survive any such termination and shall be enforceable hereunder.

(b) Nothing in this Section 11.3 shall relieve Buyer or Seller of any liability for a material breach of this Agreement prior to the date of termination, the damages recoverable by the non-breaching party shall include all attorneys' fees reasonably incurred by such party in connection with the transactions contemplated hereby.

11.4 Survival of Representations and Warranties . Except with respect to (a) the covenants of Buyer, Seller and the Selling Member which are intended to survive the Closing, (b) Seller's and the Selling Member's representations provided for in Section 5.2(a), 5.4 and 5.8 which survive indefinitely, (c) Seller's and Selling Member's representations provided for in Sections 5.6, 5.11, 5.14, 5.16 and 5.22 which survive until the applicable statute of limitations expires with respect to claims arising under such Sections, and (d) Buyer's representation provided for in Section 6.2 which survives indefinitely, the representations and warranties of each of the parties hereto shall survive the Closing for a period of twenty-four (24) months.

ARTICLE 12
MISCELLANEOUS

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall be made by either party without the prior express written consent of the other party.

12.2 Risk of Loss. All risk of loss with respect to the Purchased Assets to be transferred hereunder shall remain with Seller until the transfer of the Purchased Assets and the Business on the Closing Date. Anything to the contrary in this Agreement notwithstanding, in the event there has been any material damage to or destruction of any of the Purchased Assets prior to the Closing Date and Buyer elects to consummate the transactions contemplated herein, at Closing, Seller shall assign to Buyer all of Seller's right to receive insurance proceeds toward the repair or replacement of such Purchased Assets, if any, and if no such insurance is in effect or the amount payable thereunder is insufficient to repair or replace any such Purchased Assets, the parties shall equitably adjust the Purchase Price; provided, however, if any such adjustment would result in a reduction in the Purchase Price of more than five percent (5%), Seller and the Selling Member's shall have the option to terminate this Agreement.

12.3 Confidentiality. All information gained by either party concerning the other as a result of the transactions contemplated hereby ("Confidential Information"), including the execution and consummation of the transactions contemplated hereby and the terms thereof and information obtained by Buyer and its representatives in conducting due diligence respecting Seller and the Purchased Assets, will be kept in strict confidence. All Confidential Information will be used only for the purpose of consummating the transactions contemplated hereby. Following the Closing, all Confidential Information relating to the Business disclosed by Seller to Buyer shall become the Confidential Information of Buyer, subject to the restrictions on use and disclosure by Seller imposed under this Section 12.3. Neither Seller, the Selling Member, nor Buyer shall, without having previously informed the other party about the form, content and timing of any such announcement, make any public disclosure with respect to the Confidential Information or transactions contemplated hereby, except:

(a) As may be required by the Securities Act for inclusion in the Registration Statement; or

(b) As may be required by applicable Law provided that, in any such event, the party required to make the disclosure will (I) provide the other party with prompt written notice of any such requirement so that such other party may seek a protective order or other appropriate remedy, (II) consult with and exercise in good faith all reasonable efforts to mutually agree with the other party regarding the nature, extent and form of such disclosure, (III) limit disclosure of Confidential Information to what is legally required to be disclosed, and (IV) exercise its best efforts to preserve the confidentiality of any such Confidential Information; or

(c) Buyer may disclose the terms of this Agreement and the transactions contemplated hereby to an actual or prospective underwriter, lender, investor, partner or agent, subject to a non-disclosure agreement pursuant to which such lender, investor, partner or agent agrees to be bound by the terms of this Section 12.3; or

(d) Disclosure to a party's representatives and advisors in connection with advising such party and preparing its Tax returns.

1 2 . 4 Expenses. Each party shall bear its own expenses with respect to the transactions contemplated by this Agreement. Notwithstanding the foregoing, and subject to the obligations of Seller to deliver to Buyer the financial statements required by Section 7.13, all legal, accounting and regulatory fees and expenses incident to the IPO, including preparation and filing of the Registration Statement will be borne by Buyer. Buyer will also cover the reasonable and customary legal fees of one securities counsel designated by the majority the Target Companies being acquired on the Closing Date.

1 2 . 5 Severability. Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

12.6 Entire Agreement. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all of the parties hereto. This Agreement and the Other Agreements contain the entire agreement of the parties hereto with respect to the transactions covered hereby, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof.

12.7 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied (including Article 10), shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

12.8 Waiver. The failure of any party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any waiver hereunder shall be effective only if delivered to the other party hereto in writing by the party making such waiver.

1 2 . 9 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

1 2 . 1 0 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

12.11 Counterparts. The parties may execute this Agreement in one or more counterparts, and each fully executed counterpart shall be deemed an original.

1 2 . 1 2 Further Documents. Each of Buyer, Seller and the Selling Member shall, and shall cause its respective Affiliates to, at the request of another party, execute and deliver to such other party all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

12.13 Notices. All communications, notices and consents provided for herein shall be in writing and be given in person or by means of facsimile (with request for assurance of receipt in a manner typical with respect to communications of that type and confirmation by mail), by overnight courier or by registered or certified mail, and shall become effective: (a) on delivery if given in person; (b) on the date of transmission if sent by facsimile; (c) one (1) Business Day after delivery to the overnight service; or (d) four (4) Business Days after being mailed, with proper postage and documentation, for first-class registered or certified mail, prepaid.

Notices shall be addressed as follows:

If to Buyer, to:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

If to Seller or the Selling Member, to:

CAGETIX LLC
3902 Heartland Drive
Bellevue, NE 68123
Attention: Mr. Jay Schneider
Phone: (402) 210-6784
Email: victoryjay@cagetix.com

provided, however, at the time of mailing or within three (3) Business Days thereafter there is or occurs a labor dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any communication, notice or consent provided for herein shall be given in person or by means of facsimile or by overnight courier, and further provide that if any party shall have designated a different address by notice to the others, then to the last address so designated.

12.14 Schedules. Buyer and Seller agree that any disclosure in any Schedule attached hereto shall (a) constitute a disclosure only under such specific Schedule and shall not constitute a disclosure under any other Schedule referred to herein unless a specific cross-reference to another Schedule is provided or such disclosure is otherwise clear from the context of the disclosure in such Schedule and (b) not establish any threshold of materiality. Seller or Buyer may, from time to time prior to or at the Closing, by notice in accordance with the terms of this Agreement, supplement or amend any Schedule, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein. No such supplemental or amended Schedule shall be deemed to cure any breach for purposes of Section 8.2(b). If, however, the Closing occurs, any such supplement and amendment will be effective to cure and correct for all other purposes any breach of any representation, warranty, covenant or obligation which would have existed if Seller or Buyer had not made such supplement or amendment, and all references to any Schedule hereto which is supplemented or amended as provided in this Section 12.14 shall for all purposes at and after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

12.15 Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other gender as the context requires.

12.16 Knowledge. As used herein, Seller will be deemed to have knowledge of a particular fact or matter only if Jay Schneider is actually aware of the fact or matter, or with the exercise of reasonable diligence should have been aware of the fact or mater.

12.17 Submission to Jurisdiction. Each of Buyer, Seller and Selling Member (a) submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or any other federal or state court in the State of Delaware if it is determined that the Court of Chancery does not have jurisdiction over such action) in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined only in any such court, and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto. Either party may make service on the other party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 12.13. Nothing in this Section 12.17, however, shall affect the right of any Party to serve legal process in any other manner permitted by law.

12.18 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY MATTER WHICH IS THE SUBJECT OF THIS AGREEMENT, THE OTHER AGREEMENTS OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[*Signature Page to Asset Purchase Agreement Follows*]

[*Signature Page to Asset Purchase Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

CAGETIX LLC

By: _____
Name: Jay Schneider
Title: Managing Member

SELLING MEMBER:

_____
Jay Schneider

BUYER:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXHIBITS AND SCHEDULES

Exhibits

Exhibit A:	Form of Assignment and Assumption Agreement
Exhibit B:	Form of Bill of Sale, Conveyance and Assignment
Exhibit C:	Executive Employment Agreement
Exhibit D:	Form of Intellectual Property Transfer Agreement
Exhibit E	Form of Non-Competition and Non-Solicitation Agreement
Exhibit F	Form of Buyer Officer's Certificate
Exhibit G	Form of Seller Officer's Certificate

Schedules

Schedule 2.1	Permitted Encumbrances
Schedule 2.1(c)	Equipment
Schedule 2.1(d)	Assumed Contracts
Schedule 2.1(e)	Real Estate Leases
Schedule 2.1(n)	Additional Assets
Schedule 2.2	Excluded Assets
Schedule 3.4	Allocation of Purchase Price
Schedule 5.3	Equipment and other Purchased Assets
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Schedule 5.5	Intellectual Property
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Schedule 5.7	Required Consents
Schedule 5.10	Contract Exceptions
Schedule 5.12	Scope of Rights in Purchased Assets
Schedule 5.13	Compliance with Laws
Schedule 5.14	Financial Statements
Schedule 5.15	Certain Changes
Schedule 5.16	Employee Plans
Schedule 5.17	Business Employees
Schedule 5.18	Labor Relations
Schedule 5.19	Customers and Suppliers
Schedule 5.20	Conflicts
Schedule 6.3	Buyer Consents
Schedule 7.1	Compensation Covenant

Exhibit A

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of _____ __, 2016 is entered into by and among CAGETIX LLC, a Nebraska limited liability company ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Seller, Buyer, and Jay Schneider, an individual and resident of the State of Nebraska (the "Selling Member"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement the parties hereto together with the Selling Member have agreed that at the Closing (which Closing is taking place as of the date hereof), Seller will transfer to Buyer and Buyer will accept and assume, only those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule 2.1(d) to the Asset Purchase Agreement.

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

As of the date hereof, Seller hereby transfers and assigns to Buyer, and Buyer hereby accepts and assumes those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule A attached hereto. With the exception of the liabilities and obligations to be assumed by Buyer pursuant to the preceding sentence, Buyer shall not assume and shall in no event be liable for any other debts, liabilities or obligations of Seller, whether fixed or contingent, known or unknown, liquidated or unliquidated, secured or unsecured, or otherwise and regardless of when they arose or arise. In the event of any inconsistency between the terms hereof and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

[*Signature Page for Assignment and Assumption Agreement to follow*]

[*Signature Page for Assignment and Assumption Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Assumption Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

CAGETIX LLC

By: _____
Name: Jay Schneider
Title: Managing Member

ASSIGNEE:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

Schedule A

[List of Assumed Contracts]

Exhibit B

BILL OF SALE, CONVEYANCE AND ASSIGNMENT

THIS BILL OF SALE, CONVEYANCE AND ASSIGNMENT (this "Instrument") dated as of _____ __, 2016 is entered into by and among CAGETIX LLC, a Nebraska limited liability company ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Seller, Buyer, and Jay Schneider, an individual and resident of the State of Nebraska (the "Selling Member").

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

1. Seller does hereby sell, convey, transfer, assign and deliver to Buyer, all of its right, title and interest in and to the Purchased Assets.

2. Notwithstanding anything to the contrary in this Instrument, the Asset Purchase Agreement or in any other document delivered in connection herewith or therewith, the Purchased Assets subject to this Instrument shall expressly exclude the Excluded Assets.

3. From time to time, as and when reasonably requested by Buyer, Seller shall execute and deliver all such documents and instruments and shall take, or cause to be taken, all such further or other actions as Buyer may reasonably deem necessary or desirable to more effectively sell, transfer, convey and assign to Buyer all of Seller's right, title and interest in the Purchased Assets subject to this Instrument.

4. This Instrument shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of laws principles of such State.

5. To the extent that any provision of this Instrument is inconsistent or conflicts with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control. Nothing in this Instrument, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Asset Purchase Agreement.

6. This Instrument may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page to Bill of Sale, Conveyance and Assignment to Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

CAGETIX LLC

By: _____
Name: Jay Schneider
Title: Managing Member

BUYER:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

Exhibit C

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), entered into effective _____ __, 2016, by and between ALLIANCE MMA, INC., a Delaware corporation (the "Company") and Jay Schneider, an individual and resident of the State of Nebraska (the "Executive") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among CAGETIX LLC, a Nebraska limited liability company ("Seller"), the Company, and the Executive. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1 . Employment. Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Executive as the Company's Vice President, and Executive accepts such employment.

2 . Position. Executive agrees to serve as Vice President of the Company and to perform such duties as are commensurate with such office, including the oversight and management of the employees and day-to-day operations of the Business. The Executive will devote substantially all his business time and efforts to the Company and the Company's business and will not engage in other business activities without the Company's prior consent, whether or not such business activity is pursued for profit, gain or other pecuniary advantage. Nothing herein will prevent Executive from engaging in investment activities unrelated to the Company's business for his own account. The Executive shall have all the duties and powers of an officer of the Company and shall report to the Company's Chief Executive Officer.

3 . Term. The term of this Agreement will begin on _____ __, 2016 (the "Effective Date") and will end on the three-year anniversary of such date (the "Term"). After such initial three-year period, the Term will renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least sixty (60) days prior to such date. The parties hereto agree that, upon the expiration of the Term, the Executive's employment with the Company will terminate and the Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. The Company will be under no obligation whatsoever to renew or continue the employment of the Executive beyond the Term.

4. Salary; Bonus. (a) Executive will receive a salary during the Term of Sixty Five Thousand ($65,000) per year ("Base Compensation"), pro-rated for partial years, payable at regular intervals in accordance with the Company's normal payroll practices in effect from time to time. Executive's Base Compensation will be reviewed annually by the Company's Board of Directors and Executive will be eligible for consideration for merit-based increases to Base Compensation as determined by the Board of Directors in its sole discretion. In addition to eligibility for consideration of merit-based increases in the discretion of the Board of Directors, Executive's Base Compensation will be increased effective January 1 of each year during the Term (commencing with January 1, 2017) by three percent (3%) to reflect anticipated increases in cost of living.

5. Benefit Programs. (a) During the Term, Executive will be entitled to participate in or receive benefits as follows:

(i) health and dental insurance pursuant to the Company's current or future plans and policies (premium for only Executive to be paid by Company);

(ii) participation in Company 401(k) plan with Company match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other Executive benefit plan of the Company provided to all employees of the Company on the same terms as other employees of the Company based on tenure and position.

All benefits will be pursuant to programs or arrangements made available by the Company on the date of this Agreement and from time to time in the future to the Company's other employees on a basis consistent with the terms, conditions and overall administration of the foregoing plans, programs or arrangements and with respect to which Executive is otherwise eligible to participate or receive benefits. Executive acknowledges such benefits are subject to change as and when changed by the Company generally.

(b) During the Term, the Company will provide Executive with a Company owned or leased computer and printer and supplies for Company purposes.

(c) During the Term, the Company will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of the Company.

(d) The items provided in connection with paragraphs (b) and (c) will be returned by Executive to the Company upon any termination of this Agreement.

6 . General Policies. (a) So long as the Executive is employed by the Company pursuant to this Agreement, Executive will receive reimbursement from the Company, as appropriate, for all reasonable business expenses incurred by Executive in accordance with Company policies and in the course of his employment by the Company, upon submission to the Company of written vouchers and statements for reimbursement.

(b) During the Term, the Executive will be entitled to three weeks of paid vacation, which will be utilized at such times when his absence will not materially impair the Company' s normal business functions. In addition to the vacation described above, Executive also will be entitled to all paid holidays customarily given by the Company to its employees.

(c) All other matters relating to the employment of Executive by the Company not specifically addressed in this Agreement will be subject to the general policies regarding employees of the Company in effect from time to time.

7 . Termination of Employment. Subject to the respective continuing obligations of the parties, including but not limited to those set forth in Sections 8 and 9 hereof, Executive's employment by the Company may be terminated prior to the expiration of the Term of this Agreement by either the Executive or the Company by delivering a written notice of termination two weeks in advance of such termination (the end of such two week period being the "Date of Termination").

8 . Termination of Employment. (a) In the event of termination of the Executive's employment pursuant to (i) expiration of the Term, (ii) the death or Disability (as defined below) of Executive, (iii) termination by Executive or (iv) termination by the Company with Cause (as defined below), compensation (including Base Compensation) will continue to be paid, and the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination in a manner consistent with the applicable terms of the governing plan documents.

(b) In the event of termination of Executive's employment by the Company without Cause, (i) compensation (including Base Compensation) will continue to be paid until the Date of Termination, (ii) the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination, and (iii) after the Date of Termination, Company will pay Executive an amount per month equal to the Base Compensation divided by twelve (12) (pro-rated for partial months) until the end of the Term.

(c) The following Terms will have the following meanings for purposes of this Agreement:

(i) "Cause" means termination of the Executive by the Company for:

(A) the commission of a felony or a crime involving moral turpitude or the commission of any other act or omission involving dishonesty or fraud with respect to the Company;

(B) conduct which brings the Company into public disgrace or disrepute;

(C) gross negligence or willful gross misconduct with respect to the

Company;

(D) breach of a fiduciary duty to the Company;

(E) a breach of Section 9 of this Agreement; or

(F) Executive's failure to cure a breach of any term of this Agreement (other than Section 9) within thirty (30) days after receipt of written notice from the Company specifying the act or omission that constitutes such breach.

(ii) "Disability" means the physical or mental incapacity of Executive for a period of more than ninety (90) consecutive days, the determination of which by the Company will be conclusive on the parties hereto.

9 . Non-Compeition and Confidentiality Covenants. Executive and Company are party to that certain Non-Cometition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 9. The Non-Competition Agreement shall survive the termination of this Agreement pursuant to its terms.

10. Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

CAGETIX LLC
3902 Heartland Drive
Bellevue, NE 68123
Attention: Mr. Jay Schneider
Phone: (402) 210-6784
Email: victoryjay@cagetix.com

If to the Company:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

11. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof, except to the extent that federal law will be deemed to apply.

12. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Company and the Executive. No waiver by any party hereto at any time of any breach by another party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a wavier of dissimilar provisions or conditions at the same or any prior subsequent time. No agreements or representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

13. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement which will remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

15. Assignment. This Agreement is personal in nature and Executive may not, without consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

16. Document Review. The Company and the Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants and financial and other advisors as it or he has deemed appropriate in connection with their respective execution of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

17. Entire Agreement This Agreement together with any understanding or modifications thereof as agreed to in writing by the parties, will constitute the entire agreement between the parties hereto.

[*Signature Page to Executive Employment Agreement Follows*]

[*Signature Page to Executive Employment Agreement*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first set forth above.

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

_____
Jay Schneider

Exhibit D

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AGREEMENT dated as of _____ __, 2016 is entered into by and among CAGETIX LLC, a Nebraska limited liability company ("Assignor") and ALLIANCE MMA, INC., a Delaware corporation ("Assignee") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Assignor, Assignee, and Jay Schneider, an individual and resident of the State of Nebraska (the "Selling Member").

WHEREAS, Assignor has good and marketable rights and title in and to the patent applications, issued patents, trademarks, trademark applications, copyrights and copyright applications listed on Schedule 1 attached hereto (the "Intellectual Property"); and

WHEREAS, Assignee desires to acquire Assignor's rights and title in and to the Intellectual Property and Assignor desires to assign to the Assignee its rights and title in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers, assigns and otherwise conveys to Assignee, all of Assignor's rights, title, and interest in, to, and under the following:

A. the patents included in the Intellectual Property, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including, without limitation, the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect;

B. the copyrights and applications for registration of copyrights included in the Intellectual Property, and all corresponding rights, including, without limitation, moral rights, that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect;

C. the trademarks and applications for registration of trademarks included in the Intellectual Property, together with the goodwill of the Business associated with such trademarks; and

C. all proceeds of the assets transferred pursuant to subsections 1(A) through 1(C) above, including, without limitation, the right to sue for, and collect on, (i) any claim by Assignor against third parties for past, present, or future infringement of the such transferred assets, and (ii) any income, royalties, or payments due or payable and related exclusively to such transferred assets as of the date of this assignment or thereafter.

2. Assignor authorizes the pertinent officials of the United States Patent and Trademark Office and the United States Copyright Office and the pertinent official of similar offices or governmental agencies in any applicable jurisdictions outside the United States to record the transfer of the patents, copyrights and related registrations and applications for registration set forth on Schedule A to Assignee as assignee of Assignor's entire rights, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect the assignment specified herein or to confirm Assignee's ownership of the Intellectual Property.

3. The terms of the Asset Purchase Agreement are incorporated herein by reference. Except as set forth herein, the rights and obligations of the Assignor and Assignee set forth in the Asset Purchase Agreement remain unmodified. Capitalized terms used herein or in the Schedule A hereto but not otherwise defined herein or in the Schedule 1 hereto shall have the respective meanings given to them in the Asset Purchase Agreement.

4. This Intellectual Property Transfer Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

5. This Intellectual Property Transfer Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page for Intellectual Property Transfer Agreement to follow*]

[*Signature Page for Intellectual Property Transfer Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Intellectual Property Transfer Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

CAGETIX LLC

By: _____
Name: Jay Schneider
Title: Managing Member

ASSIGNEE:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

SCHEDULE A

PATENTS

[LIST]

TRADEMARKS
[LIST]

COPYRIGHTS

[LIST]

Together with all other copyrights in and to all the copyrightable materials included in the Purchased Assets.

Exhibit E

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (the " Agreement"), dated as of _____ __, 2016 (the "Effective Date") is entered into by and between ALLIANCE MMA, INC., a Delaware corporation ("Company") and _____ an individual and resident of the State of _____ (the "Executive").

WHEREAS, the Company, CAGETIX LLC, a Nebraska limited liability company ("Seller"), and Jay Schneider, an individual and resident of the State of Nebraska (the "Selling Member") are parties to that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement") pursuant to which the Company acquired substantially all the assets of Seller's business (as more particularly defined in the Asset Purchase Agreement, the "Business");

WHEREAS, the execution and delivery of this Agreement by Executive was a condition to the purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement;

WHEREAS, also in connection with purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement, the Executive has been offered employment by the Company, and the Executive will have access to and be instrumental in developing and implementing critical aspects of the Company's strategic business plan; and

WHEREAS, the Executive is an owner of capital stock or options to acquire the capital stock of the Company and will otherwise personally benefit from the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of (i) the Company entering into the Asset Purchase Agreement, (ii) the employment or continued employment of the Executive by the Company, and (iii) the continued receipt and access to confidential, proprietary, and trade secret information associated with the Executive's position with the Company, the Executive and the Company agree as follows:

1 . Confidentiality. Executive understands and agrees that in the course of providing services to the Company, Executive may acquire confidential and/or proprietary information concerning the Company's operations, its future plans and its methods of doing business. Executive understands and agrees it would be extremely damaging to the Company if Executive disclosed such information to a competitor or made such information available to any other person. Executive understands and agrees that such information is divulged to Executive in strict confidence and Executive understands and agrees that Executive shall not use such information other than in connection with the Business and will keep such information secret and confidential unless disclosure is required by court order or otherwise by compulsion of law. In view of the nature of Executive's employment with the Company and the information that Executive has received during the course of Executive's employment, Executive also agrees that the Company would be irreparably harmed by any violation, or threatened violation of the agreements in this paragraph and that, therefor, the Company shall be entitled to an injunction prohibiting Executive from any violation or threatened violation of such agreements.

2 . Non-Competition and Non-Solicitation. The Executive acknowledges and agrees that the nature of the Company's confidential, proprietary, and trade secret information to which the Executive has, and will continue to have, access to derives value from the fact that it is not generally known and used by others in the highly competitive industry in which the Company competes. The Executive further acknowledges and agrees that, even in complete good faith, it would be impossible for the Executive to work in a similar capacity for a competitor of the Company without drawing upon and utilizing information gained during employment with the Company. Accordingly, at all times during the Executive's employment with the Company and for a period of three (3) years after termination, for any reason, of such employment, the Executive will not, directly or indirectly:

(a) Engage in any business or enterprise (whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than one percent (1%) of the outstanding capital stock of a company) that directly or indirectly competes with the Company's business or the business of any of its subsidiaries anywhere in the United States, including but not limited to any business or enterprise that develops, manufactures, markets, or sells any product or service that competes with any product or service developed, manufactured, marketed or sold, or planned to be developed, manufactured, marketed or sold, by the Company or any of its subsidiaries while the Executive was employed by the Seller or the Company; or

(b) Either alone or in association with others (i) solicit, or facilitate any organization with which the Executive is associated in soliciting, any employee of the Company or any of its subsidiaries to leave the employ of the Company or any of its subsidiaries; (ii) solicit for employment, hire or engage as an independent contractor, or facilitate any organization with which the Executive is associated in soliciting for employment, hire or engagement as a independent contractor, any person who was employed by the Company or any of its subsidiaries at any time during the term of the Executive's employment with the Seller or the Company or any of their respective subsidiaries (provided, that this clause (ii) shall not apply to any individual whose employment with the Seller, the Company or any of its subsidiaries has been terminated for a period of one year or longer); or (iii) solicit business from or perform services for any customer, supplier, licensee or business relation of the Seller or the Company or any of their respective subsidiaries, induce or attempt to induce, any such entity to cease doing business with the Company or any of its subsidiaries; or in any way interfere with the relationship between any such entity and the Company or any of its subsidiaries.

(c) Notwithstanding the foregoing, nothing contained in this Agreement shall preclude the Executive from managing or training mixed martial arts fighters or conducting single martial arts style (e.g., kick-boxing or boxing) promotional events even if such activities are arguably competitive with the business of the Company or any of its subsidiaries.

3 . Return of Property. Executive understands and agrees that all business information, files, research, records, memoranda, books, lists and other documents and tangible materials, including computer disks, and other hardware and software that he receives during his employment, whether confidential or not, are the property of the Company, and that, upon the termination of his services, for whatever reason, he will promptly deliver to the Company all such materials, including copies thereof, in his possession or under his control. Any analytical templates, books, presentations, reference materials, computer disks and other similar materials already rightfully owned by the Executive prior to the Effective Date shall remain the property of the Executive and any copies thereof obtained by or provided to the Company shall be returned or destroyed in a manner similar acceptable to the Executive.

4 . Not Employment Contract. The Executive acknowledges that this Non-Competition and Non-Solicitation Agreement does not constitute a contract of employment and, except as set forth in Executive Employment Agreement (to which this Agreement is ancillary), does not guarantee hat the Company or any of its subsidiaries will continue his employment for any period of time or otherwise change the at-will nature of his employment.

5 . Interpretation. If any restriction set forth in Section 2 is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to render the modified restriction valid, legal and enforceable. The parties intend that the non-competition and non-solicitation provisions contained in this Agreement shall be deemed to be a series of separate covenants, one for each and every county of each and every state of the United States of America where this provision is intended to be effective.

6 . Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7 . Waiver of Rights. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8 . Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and its subsidiaries and are considered by the Executive to be reasonable for such purpose. The Executive agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefor, in the event of any such breach, the Executive agrees that the Company, in addition to such other remedies that may be available, shall be entitled to specific performance and other injunctive relief.

9 . Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the State of Delaware (or, if appropriate, a federal court located within Delaware), and the Company and the Executive each consents to the jurisdiction of such a court.

10. Term. This Agreement shall be effective on the Effective Date. This Agreement shall expire on _____ __, 2019, provided the obligations of the Executive under Sections 2 shall survive for a period of three (3) years after expiration or termination. Notwithstanding the foregoing the obligations of the Executive under Sections 1 and 3 shall survive indefinitely.

THE EXECUTIVE ACKNOWLEDGES THAT HE HAS CAREFULLY READ THIS AGREEMENT, HAS SOUGHT INDEPENDENT COUNSEL TO ADVISE HIM AS TO THE NATURE AND EXTENT OF HIS OBLIGATIONS HEREUNDER AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

[*Signature Page to Non-Competition And Non-Solicitation Agreement Follows*]

[*Signature Page to Non-Competition And Non-Solicitation Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

COMPANY:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXECUTIVE:

By: _____
Mr. Jay Schneider

Exhibit F

OFFICER'S CERTIFICATE
OF
ALLIANCE MMA, INC.

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among CAGETIX LLC, a Nebraska limited liability company ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), and Jay Schneider, an individual and resident of the State of Nebraska (the "Selling Member"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Buyer on the Closing Date, that:

(a) he is the Chief Executive Officer of Buyer, and

(b) each of the conditions specified in clauses (a) through (f) of Section 8.1 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Buyer contained in Article 6 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller or the Selling Member of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

ALLIANCE MMA, INC.

By: _____
Name:
Title: Chief Executive Officer

Exhibit G

OFFICER'S CERTIFICATE
OF
CAGETIX LLC

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among CAGETIX LLC, a Nebraska limited liability company ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), and Jay Schneider, an individual and resident of the State of Nebraska (the "Selling Member"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Seller on the Closing Date, that:

(a) he is the Managing Member of Seller, and

(b) each of the conditions specified in clauses (a) through (j) of Section 8.2 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Seller and the Selling Member contained in Article 5 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller and the Selling Member contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Buyer of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

CAGETIX LLC

By: _____
Name: Jay Schneider
Title: Managing Member

Exhibit 10.3

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date"), is entered into by and among CFFC PROMOTIONS, LLC, a New Jersey limited liability company ("Seller"), Robert J. Haydak, an individual and resident of the State of New Jersey ("Haydak"), and Michael V. Constantino, an individual and resident of the State of New Jersey ("Constantino", and together with Haydak, the "Members"), and ALLIANCE MMA, INC., a Delaware corporation ("Buyer").

WHEREAS, Seller is engaged in promoting and conducting mixed martial arts events at various venues under the "CFFC" and "Cage Furry Fighting Championships" brands (the "Business"); and

WHEREAS, the Buyer desires to purchase the assets of Seller and approximately six other companies (the "Target Companies") primarily engaged in the business of promoting and conducting mixed martial arts events throughout the United States or providing services related to such events; and

WHEREAS, the closing of the acquisition of the assets of the Target Companies, including the closing of the transactions contemplated by this Agreement (collectively, the " Target Company Transactions") will occur substantially contemporaneously with the consummation of an initial underwritten public offering of Buyer's common stock (as more particularly defined herein, the "IPO"); and

WHEREAS, the IPO and the Target Company Transactions will be described in a Registration Statement on Form S-1 of the Buyer (the "Registration Statement") that will be filed with the Securities and Exchange Commission ("Commission") pursuant to the Securities Act of 1933, as amended, and the rules and regulations thereunder ("Securities Act");

WHEREAS, the Members own a controlling interest in the outstanding equity interests of Seller; and

WHEREAS, the Members and the Seller wish to provide for the sale of substantially all of the assets and property rights now owned and held by the Seller that are used or usable in the Business to the Buyer on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. The following terms have the following meanings when used herein:

"Accounts Receivable" has the meaning set forth in Section 2.1(b).

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation that is pending by or before any Governmental Authority.

"Affiliate" shall mean a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, the terms "control," "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person and, in the case of an entity, shall require (i) in the case of a corporate entity, direct or indirect ownership of at least a majority of the securities having the right to vote for the election of directors, and (ii) in the case of a non-corporate entity, direct or indirect ownership of at least a majority of the equity interests with the power to direct the management and policies of such non-corporate entity.

"Agreement" means this Asset Purchase Agreement, including all Schedules and Exhibits hereto, as it may be amended from time to time in accordance with its terms.

"Assignment and Assumption Agreement" means the Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit A.

"Assumed Contracts" has the meaning set forth in Section 2.1(d).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Bill of Sale, Conveyance and Assignment" means the Bill of Sale, Conveyance and Assignment in substantially the form attached hereto as Exhibit B.

"Business" means the business of promoting, sponsoring and otherwise commercializing mixed martial arts events including live, televised and pay-per-view events and the commercial exploitation of related products and services at such events.

"Business Day" means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

"Business Employees" has the meaning set forth in Section 5.17.

"Buyer" has the meaning set forth in the preamble hereto.

"Claim" has the meaning set forth in Section 10.4.

"Claim Notice" has the meaning set forth in Section 10.4.

"Claimed Amount" has the meaning set forth in Section 10.4.

"Closing" means the closing of the purchase and sale of the Purchased Assets contemplated by this Agreement which shall occur substantially concurrently with the closing of the IPO.

"Closing Date" means the date set forth in Section 4.1.

"Code" has the meaning set forth in Section 3.4.

"Collateral Sources" has the meaning set forth in Section 10.5(c).

"Commission" means the U.S. Securities and Exchange Commission.

"Common Stock" means the common stock of Buyer $0.001 par value per share.

"Confidential Information" has the meaning set forth in Section 12.3.

"Employee Plan" has the meaning set forth In Section 5.16.

"Encumbrance" shall mean any interest, consensual or otherwise, in property, whether real, personal or mixed property or assets, tangible or intangible, securing an obligation owed to, or a claim by a third Person, or otherwise evidencing an interest of a Person other than the owner of the property, whether such interest is based on common law, statute or contract, and including, but not limited to, any security interest, security title or lien arising from a mortgage, recordation of abstract of judgment, deed of trust, deed to secure debt, encumbrance, restriction, charge, covenant, claim, exception, encroachment, easement, right of way, license, permit, pledge, conditional sale, option trust (constructive or otherwise) or trust receipt or a lease, consignment or bailment for security purposes and other title exceptions and encumbrances affecting the property.

"Equipment" has the meaning set forth in Section 2.1(c).

"Excluded Assets" has the meaning set forth in Section 2.2.

"Executive Employment Agreement" means each of the Executive Employment Agreements entered into by and between Buyer and each of Haydak and Constantino in substantially the form attached hereto as Exhibits C-1 and C-2.

"Fighter Contract" has the meaning set forth in Section 5.21.

"Final Purchase Price Allocation" has the meaning set forth in Section 3.4.

"Governmental Authority" means any government or governmental or regulatory, judicial or administrative, body thereof, or political subdivision thereof, whether foreign, federal, state, national, supranational or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Gross Profit" has the meaning set forth in Section 3.2.

"Indemnified Person" has the meaning set forth in Section 10.3(a).

"Indemnifying Person" has the meaning set forth in Section 10.3(a).

"Intellectual Property Rights" means all intellectual property and other proprietary rights, protected or protectable, under the laws of the United States or any political subdivision thereof, including, without limitation (i) copyrights (including but not limited to all copyrights in Seller's mma event video library and fighter photographs and other copyrighted works); (ii) all computer software, trade secrets and market and other data, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other proprietary information, whether or not reduced to practice, and rights to limit the use or disclosure of any of the foregoing by any Person; (iii) all domestic and foreign patents and the registrations, applications, renewals, extensions, divisional applications and continuations (in whole or in part) thereof; and (iv) and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (i) through (iii) above. For purposes of clarification, Intellectual Property Rights shall not include any trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers together with all goodwill associated therewith which are licensed by Seller to Buyer pursuant to the Trademark License Agreement.

"Intellectual Property Transfer Agreement" means the Intellectual Property Transfer Agreement in substantially the form attached hereto as Exhibit D.

"Inventory" has the meaning set forth in Section 2.1(h).

"IPO" means an underwritten public offering of shares of Common Stock or other equity interests which generates cash proceeds sufficient to close on the Target Company Transactions pursuant to which the Common Stock or other equity interests will be listed or quoted on a Trading Market.

"IPO Price" means the price to the public reflected in the prospectus of the Buyer relating to the IPO that is first filed by the Buyer with the Commission pursuant to Rule 424(b) promulgated under the Securities Act.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation (including rules of any self-regulatory organization).

"Liability" has the meaning set forth in Section 2.3.

"Lock-Up Agreement" means that certain Lock-Up Agreement entered into by and among each Member, the Buyer and the underwriters participating in the IPO in substantially the form executed by each Person serving as an officer, director or 1% shareholder of Buyer or being issued shares of Common Stock in connection with the Target Company Transactions restricting the sale, transfer (other than for estate planning purposes), or other disposition of Common Stock held by such Person for a period of 180 days from the Closing Date.

"Losses" has the meaning set forth in Section 10.4.

"Most Recent Financial Statements" has the meaning set forth in Section 5.14.

"Non-Competition and Non-Solicitation Agreement" means that certain Non-Competition and Non-Solicitation Agreement in substantially the form attached hereto as Exhibit E.

"Order" shall mean any: (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court or other Governmental Authority; or (b) agreement with any Governmental Authority entered into in connection with any Proceeding.

"Other Agreements" means, collectively, the Assignment and Assumption Agreement, the Bill of Sale, Conveyance and Assignment, the Intellectual Property Transfer Agreement, the Non-Competition and Non-Solicitation Agreement, the Executive Employment Agreements, and the Trademark License Agreement.

"Permits" means all material permits, licenses, franchises and other authorizations of any Governmental Authority possessed by or granted to Seller in connection with the Business.

"Permitted Encumbrances" means (i) Encumbrances set forth on Schedule 2.1, (ii) the Assumed Liabilities and any Encumbrances securing the same, (iii) any Encumbrance in favor of a Person claiming by or through Buyer, (iv) any Encumbrance which will be released at Closing, and (v) the lien for ad valorem taxes not yet due or payable.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, trust or unincorporated organization, governmental entity, government or any agency or political subdivision thereof.

"Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

"Purchase Price" has the meaning set forth in Section 3.1.

"Purchased Assets" has the meaning set forth in Section 2.1.

"Registration Statement" has the meaning set forth in the recitals.

"Seller" has the meaning set forth in the preamble hereto.

"Target Companies" has the meaning set forth in the recitals.

"Target Company Transactions" has the meaning set forth in the recitals.

"Trademark License Agreement" means that certain Trademark License Agreement in substantially the form attached hereto as Exhibit F.

"Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the American Stock Exchange, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

"Taxes" shall mean all taxes, charges, fees, duties, levies or other assessments, including, without limitation, income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, goods and services, license, payroll, unemployment, environmental, customs duties, capital stock, disability, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational and interest equalization, windfall profits, severance and employees' income withholding, social security and similar employment taxes or any other taxes imposed by the United States or any other foreign country or by any state, municipality, subdivision or instrumentality of the Unites States or of any other foreign country or by any other tax authority, including all applicable penalties and interest, and such term shall include any interest, penalties or additions to tax attributable to such taxes.

"Third Party Claim" has the meaning set forth in Section 10.3(a).

"Third-Party Claim Notice" has the meaning set forth in Section 10.3(a).

"Transferred Intellectual Property" has the meaning set forth in Section 2.1(k).

"Unaudited Financial Statements" has the meaning set forth in Section 5.14.

"U.S. GAAP" means U.S. Generally Accepted Accounting Principles.

"1060 Forms" has the meaning set forth in Section 3.4.

ARTICLE 2
PURCHASE AND SALE

2.1 Agreements to Purchase and Sell. Subject to the terms and conditions contained herein, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, free and clear from all Encumbrances (except the Permitted Encumbrances), all of Seller's right, title and interest in and to all of the properties, assets, and other rights of every kind and nature, whether tangible or intangible, real or personal, owned, leased, licensed or otherwise held by Seller as of the Closing, in each case to the extent primarily relating to or used in the Business regardless of where such assets are located (collectively, the "Purchased Assets"), including but not limited to the following:

(a) all cash needed to conduct the Seller's first scheduled promotion following the Closing;

(b) all accounts receivable, notes and notes receivable and other receivables (whether or not billed) relating to the Business (collectively, the "Accounts Receivable") to the extent needed to satisfy Seller's cash outlays for its first scheduled promotion following the Closing;

(c) all lighting, trusses, machinery, tools, spare parts, vehicles, furniture, fixtures, fighter cages and other equipment and other tangible personal property (excluding Inventory) of the Business (collectively, the "Equipment"), including such Equipment identified on Schedule 2.1(c), and all transferrable warranties and guarantees, if any, express or implied, existing for the benefit of Seller in connection with the Equipment;

(d) all contracts and agreements of Seller including, without limitation, leases, licenses, sponsorship agreements, agreements with fighters and managers, employment agreements, non-competition and non-solicitation agreements, agreements with event venues, open quotations and bids from or to Seller's suppliers, customers or potential customers, and other agreements, whether oral or written, relating to or used in the Business, including those identified on Schedule 2.1(d) (collectively, the "Assumed Contracts");

(e) all rights under the all leases and subleases of real property relating to or used in the Business and listed on Schedule 2.1(e) ("Real Estate Leases");

(f) all deposits, prepayments and prepaid expenses or other similar current assets used in the Business;

(g) all transferable approvals, authorizations, certifications, consents, variances, permissions, licenses and Permits to or from, or filings, notices or recordings to or with, any Governmental Authority used in the Business;

(h) all inventory, including all raw materials, work-in-process, finished goods, packaging materials, office supplies, maintenance supplies, spare parts and similar items used or intended for use in connection with the Business ("Inventory");

(i) all leasehold improvements constructed by Seller or provided by landlords for Seller, subject to the rights and obligations under the Real Estate Leases;

(j) all sales and marketing information, including all customer records and sales history with respect to customers (including invoices), sales and marketing records, price lists, documents, correspondence, studies, reports, and all other books, ledgers, files, and records of every kind, tangible data, customer lists (including appropriate contact information), vendor and supplier lists, service provider lists, promotional literature and advertising materials, catalogs, data books and records, of the Seller, relating to the Business;

(k) all Intellectual Property Rights related to the Business, including the goodwill of the business related thereto (collectively, the "Transferred Intellectual Property");

(l) all records, reports and information files of Seller relating to the Business (including business development and development history files);

(m) all claims, warranties, guarantees, refunds, causes of action, defenses, counterclaims, rights of recovery, rights of set-off and rights of recoupment of every kind and nature (including rights to insurance proceeds) related to the Business, received after the Closing Date with respect to damage, non-conformance of or loss to the Purchased Assets, except for any of the foregoing to the extent they arise under the Excluded Assets;

(n) to the extent transferable, all telephone and facsimile numbers and Internet domain addresses, in each case related to the Purchased Assets, including, without limitation, those described on Schedule 2.1 (n);

(o) all other assets used in connection with the Business and not retained by Seller pursuant to Section 2.2.

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, Seller shall not sell, transfer or assign, and Buyer shall not purchase or otherwise acquire, the following assets of Seller (such assets being collectively referred to hereinafter as the "Excluded Assets"):

(a) all rights of Seller arising under this Agreement, the Other Agreements or from the consummation of the transactions contemplated hereby or thereby;

(b) all corporate minute books, stock records and Tax returns (including all work papers relating to such Tax returns) of Seller and such other similar corporate books and records of Seller as may exist on the Closing Date;

(c) all claims and rights to refunds of Taxes paid by or on behalf of Seller;

(d) all assets of any employee benefit plan, arrangement, or program maintained or contributed to by Seller;

(e) all licenses and approvals of any Governmental Authority related to the Business that are personal to Seller and non-transferrable (provided that all MMA promotion licenses needed to conduct the Business will be transferred to or associated with the Buyer to the extent permitted by the relevant Governmental Authority);

(f) all employee, personnel and other records that Seller is required by Law to retain in its possession;

(g) all capital stock held in treasury;

(h) notes receivable from employees or shareholders of Seller; and

(i) the items set forth on Schedule 2.2.

2.3 Liabilities of Seller; Assumed Liabilities. Buyer is not assuming and shall not be held responsible for nor shall be required to assume or be obligated to pay, discharge or perform, any debts, taxes, adverse claims, obligations or liabilities of Seller of any kind or nature or at any time existing or asserted, whether fixed, contingent or otherwise, whether in connection with the Purchased Assets, the Business or otherwise and whether arising before or after the consummation of the transactions contemplated by this Agreement, or bear any cost or charge with respect thereto, including without limitation, any accounts or notes payable, Taxes, warranty or personal injury claims accrued prior to the Closing, commissions, union contracts, unemployment contracts, profit sharing, retirement, pension, bonus, hospitalization, vacation or other employee benefits or any employment or old-age benefits relating to the employees of Seller. Notwithstanding the foregoing, on the Closing Date, Buyer shall assume and agrees to timely pay, perform and discharge the following Liabilities of Seller (collectively referred to as the "Assumed Liabilities"):

(a) all Liabilities and all obligations arising after the Closing Date under the Assumed Contracts, other than any Liability arising out of or relating to a breach of any Assigned Contract that occurred prior to the Closing Date; and

(b) all Liabilities or other claims related to the Business, that arise from acts performed by Buyer after the Closing Date or that arise from ownership and operation of the Purchased Assets and Business after the Closing Date.

For purposes of this Agreement, "Liability" means any debt, obligation, duty or liability of any nature (including unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with U.S. GAAP and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

2 . 4 Procedures for Purchased Assets not Transferable. If any property or other rights included in the Purchased Assets are not assignable or transferable either by virtue of the provisions thereof or under applicable law without the consent of some third party or parties, Seller shall use its commercially reasonable efforts to obtain such consents after the execution of this Agreement, but prior to the Closing, and Buyer shall use its commercially reasonable efforts to assist in that endeavor. If any such consent cannot be obtained prior to the Closing and the Closing occurs, this Agreement, the Other Agreements and the related instruments of transfer shall not constitute an assignment or transfer of the Purchased Asset regarding which such consent was not obtained and Buyer shall not assume Seller's obligations with respect to such Purchased Asset, but Seller shall use its commercially reasonable efforts to obtain such consent as soon as reasonably possible after the Closing or otherwise obtain for Buyer the practical benefit of such property or rights and Buyer shall use its commercially reasonable efforts to assist in that endeavor. For purposes of this Section 2.4 only and not for the purposes of the rest of this Agreement, commercially reasonable efforts shall not include any requirement of either party to expend money, commence any litigation or offer or grant any accommodation (financial or otherwise) to any third party.

ARTICLE 3
PURCHASE PRICE

3 . 1 Purchase Price. The purchase price ("Purchase Price") for the Purchased Assets shall be $2,350,000, subject to the Earn Out adjustment pursuant to Section 3.2. .

3 . 2 Adjustments to Purchase Price. To the extent the Gross Profit generated from the Purchased Assets exceeds $350,000 for the full calendar year following the Closing, the Purchase Price will be adjusted upward proportionately such that each additional dollar of Gross Profit in excess of $350,000 will increase the Purchase Price by seven (7) dollars (the "Earn Out"). The Earn Out will be computed by the Company and confirmed by its accountants in the quarter following the full calendar year following the Closing. The methodology (including allocations of corporate revenue and expenses to the Purchased Assets and the Business) for determining the Earn Out will be consistently applied by Buyer to each of the Target Companies. Buyer will apply an allocation of any corporate revenues that are generated in whole or in part by the Purchased Assets or the Business to the Purchased Assets and the Business, and such allocation shall be commercially reasonable and proportionate in relation to the other Target Companies. The Earn Out will be paid to the Members in shares of Common Stock valued at the lesser of (i) the IPO Price and (ii) the trailing 20 day VWAP for the Common Stock on the Trading Market as reported by Bloomberg, L.P. as of the date Buyer reports its quarterly report on Form 10-Q for the quarter following the full calendar year following the Closing. As used in this Agreement and the Other Agreements, "Gross Profit" means total revenue minus the cost of revenue as determined by US GAAP, consistently applied. THE MEMBERS ACKNOWLEDGE THAT THE BASE SALARY FOR CONSTANTINO WILL BE DEEMED AN EXPENSE OF THE BUSINESS AND SHALL BE INCLUDED IN COST OF REVENUE FOR PURPOSES OF DETERMINING THE EARN OUT.

3.3 Payment of Purchase Price. The Purchase Price shall be paid at the Closing by delivery:

(a) To Seller of $235,000 in cash by wire transfer of immediately available funds to the account designated by Seller at least two (2) Business Days prior to the Closing Date; and

(b) To Seller of number of shares of Common Stock (rounded to the nearest whole number) equal to $2,115,000 divided by the IPO Price.

3.4 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets and the Assumed Liabilities in accordance with Schedule 3.4 (the "Final Purchase Price Allocation"), which has been prepared in accordance with the rules under Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent the Purchase Price is adjusted under Section 3.2, the parties shall adjust the Final Purchase Price Allocation consistent with Schedule 3.4 and the rules under Section 1060 of the Code to reflect such adjustment to the Purchase Price. The parties recognize that the Purchase Price does not include Buyer's acquisition expenses and that Buyer will allocate such expenses appropriately. The parties agree to act in accordance with the computations and allocations contained in the Final Purchase Price Allocation in any relevant Tax returns or filings (including any forms or reports required to be filed pursuant to Section 1060 of the Code or any provisions of local, state and foreign law ("1060 Forms")), and to cooperate in the preparation of any 1060 Forms and to file such 1060 Forms in the manner required by applicable law. Neither Buyer nor Seller shall take any position (whether in audits, Tax returns, or otherwise) that is inconsistent with the Final Purchase Price Allocation unless required to do so by applicable law.

ARTICLE 4
CLOSING

4.1 Closing Date. The Closing shall take place substantially concurrently with the closing of the IPO (such date, the "Closing Date") at a place and location to be agreed upon between Buyer and Seller, subject to the satisfaction or waiver of each of the conditions set forth in Article 8.

4.2 Transactions at Closing. At the Closing, subject to the terms and conditions hereof:

(a) Transfer of Purchased Assets and Seller's Closing Deliveries. Seller shall transfer and convey or cause to be transferred and conveyed to Buyer all of the Purchased Assets and Seller and Buyer shall execute and Seller shall deliver to Buyer each of the Other Agreements and such other good and sufficient instruments of transfer and conveyance as shall be necessary to vest in Buyer title to all of the Purchased Assets or as shall be reasonably requested by the Buyer. The Seller shall also deliver to Buyer the Seller Officer's Certificate required by Section 8.2(b) and all other documents required to be delivered by Seller at Closing pursuant hereto.

(b) Payment of Purchase Price, Assumption of Assumed Liabilities and Buyer's Closing Deliveries . In consideration for the transfer of the Purchased Assets and other transactions contemplated hereby Buyer shall deliver the Purchase Price to the Seller and shall execute and deliver to Seller the Bill of Sale, Conveyance and Assignment and the Assignment and Assumption Agreement, whereby Buyer assumes the Assumed Liabilities, and each of the Other Agreements, as well as the Buyer Officer's Certificate required by Section 8.1(b) and all other documents required to be delivered by Buyer at Closing pursuant hereto or as shall be reasonably requested by Seller.

(c) Notification of transfer of Purchased Assets. At or before the Closing, Seller will notify all parties to the contracts specified on Schedule 5.7 hereto of the transfer of the Purchased Assets to Buyer and provide copies of such notices to Buyer.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLER AND THE MEMBERS

Seller and the Members, jointly and severally, represent and warrant to Buyer as follows:

5.1 Organization. Seller is a corporation duly organized and validly existing in good standing under the laws of the State of New Jersey, duly qualified to transact business as a foreign entity in such jurisdictions where the nature of its Business makes such qualification necessary, except as to jurisdictions where the failure to qualify would not reasonably be expected to have a material adverse effect on the Business of the Seller or the Purchased Assets, and has all requisite corporate power and authority to own, lease and operate the Purchased Assets and to carry on its Business, as now being conducted.

5.2 Due Authorization.

(a) Seller has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements, and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Seller, including approval of this Agreement and the Other Agreements by the board of directors of the Seller.

(b) Subject to obtaining any consents of Persons listed on Schedule 5.7, the signing, delivery and performance of this Agreement and the Other Agreements by Seller is not prohibited or limited by, and will not result in the breach of or a default under, or conflict with any obligation of Seller with respect to the Purchased Assets under (i) any provision of its certificate of incorporation, by-laws or other organizational documentation of Seller, (ii) any material agreement or instrument to which Seller is a party or by which it or its properties are bound, (iii) any authorization, judgment, order, award, writ, injunction or decree of any Governmental Authority which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, or (iv) any applicable law, statute, ordinance, regulation or rule which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, and, will not result in the creation or imposition of any Encumbrance on any of the Purchased Assets. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Seller and constitutes, or, in the case of the Other Agreements, will constitute, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

5.3 Equipment and other Purchased Assets. Other than as set forth on Schedule 5.3, the Equipment and other Purchased Assets owned by, in the possession of, or used by Seller, in connection with the Business is in good condition and repair, ordinary wear and tear excepted, and is usable in the ordinary course of business.

5 . 4 Title. Other than as set forth on Schedule 5.4, the Purchased Assets are owned legally and beneficially by Seller with good and transferable title thereto, free and clear of all Encumbrances other than Permitted Encumbrances. At the Closing, Buyer will receive legal and beneficial title to all of the Purchased Assets, free and clear of all Encumbrances, except for the Permitted Encumbrances and Assumed Liabilities, and subject to obtaining any consents of Persons listed on Schedule 5.7.

5.5 Intellectual Property. Identified on Schedule 5.5 is a complete and accurate list of all Intellectual Property Rights used by Seller in the Business. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is owned free and clear of all Encumbrances or has been duly licensed for use by Seller and all pertinent licenses and their respective material terms are set forth on Schedule 5.5. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is not the subject of any pending adverse claim or, to Seller's knowledge, the subject of any threatened litigation or claim of infringement or misappropriation. Except as set forth on Schedule 5.5, the Seller has not violated the terms of any license pursuant to which any part of the Transferred Intellectual Property has been licensed by the Seller. To Seller's knowledge, except as set forth on Schedule 5.5, the Transferred Intellectual Property does not infringe on any Intellectual Property Rights of any third party. To the Seller's knowledge the Transferred Intellectual Property together with the rights granted under the Trademark License Agreement constitutes all of the Intellectual Property Rights necessary to conduct the Business as presently conducted. Except as set forth on Schedule 5.5, the Transferred Intellectual Property will continue to be available for use by Buyer from and after the Closing at no additional cost to Buyer.

5 . 6 Litigation. Except as set forth on Schedule 5.6, there is no suit (at law or in equity), claim, action, judicial or administrative proceeding, arbitration or governmental investigation now pending or, to the best knowledge of Seller threatened, (i) arising out of or relating to any aspect of the Business, or any part of the Purchased Assets, (ii) concerning the transactions contemplated by this Agreement, or (iii) involving Seller, its shareholders, or the officers, directors or employees of Seller in reference to actions taken by them in the conduct of any aspect of the Business.

5.7 Consents. Except as set forth on Schedule 5.7, no notice to, filing with, authorization of, exemption by, or consent of any Person is required for Seller to consummate the transactions contemplated hereby.

5.8 Brokers, Etc. No broker or investment banker acting on behalf of Seller or under the authority of Seller is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Seller.

5 . 9 Absence of Undisclosed Liabilities. To Seller's knowledge, Seller has not incurred any material liabilities or obligations with respect to the Purchased Assets (whether accrued, absolute, contingent or otherwise), which continue to be outstanding, except as otherwise expressly disclosed in this Agreement.

5 . 1 0 Assumed Contracts. All current and complete copies of all Assumed Contracts (which shall be deemed to include all Fighter Contracts) have been delivered to or made available to the Buyer. Except as set forth on Schedule 5.10, the Assumed Contracts are all in full force and effect and, to Seller's knowledge, there are no outstanding material defaults or violations under such Assumed Contracts on the part of the Seller or, to the knowledge of the Seller, on the part of any other party to such Assumed Contracts, except for such defaults as will not have a material adverse effect on the Business or Purchased Assets, taken as a whole. Except as set forth on Schedule 5.10, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any Assumed Contract, other than in connection with negotiations for renewals and amendments in the ordinary course of business.

5.11 Tax Matters. In each case except as would not reasonably be expected to have a material adverse effect on the Purchased Assets:

(a) No failure, if any, of the Seller to duly and timely pay all Taxes, including all installments on account of Taxes for the current year, that are due and payable by it will result in an Encumbrance on the Purchased Assets;

(b) There are no proceedings, investigations, audits or claims now pending or threatened against the Seller in respect of any Taxes, and there are no matters under discussion, audit or appeal with any governmental authority relating to Taxes, which will result in an Encumbrance on the Purchased Assets;

(c) The Seller has duly and timely withheld all Taxes and other amounts required by law to be withheld by it relating to the Purchased Assets (including Taxes and other amounts relating to the Purchased Assets required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the account or benefit of any Person, including any employees, officers or directors and any non-resident Person), and has duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required by law to be remitted by it; and

(d) The Seller has duly and timely collected all amounts on account of any sales or transfer Taxes, including goods and services, harmonized sales and provincial or territorial sales Taxes with respect to the Purchased Assets, required by law to be collected by it and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by law to be remitted by it.

5.12 Scope of Rights in Purchased Assets. Except as set forth on Schedule 5.12, the rights, properties, and assets included in the Purchased Assets include substantially all of the rights, properties, and assets, of every kind, nature and description, wherever located, that Seller believes are necessary to own, use or operate the Business.

5.13 Compliance with Laws. Seller is in compliance with all laws applicable to the Business, except where the failure to be in compliance would not have a material adverse effect on the Purchased Assets or the Business. Seller has not received any unresolved written notice of or been charged with the violation of any laws applicable to the Business except where such charge has been resolved. Except as set forth on Schedule 5.13, there are no pending or, to the knowledge of the Seller, threatened actions or proceedings by any Governmental Authority, which would prohibit or materially impede the Business.

5.14 Financial Statements. Seller has provided to Buyer for inclusion in the Registration Statement copies of the audited balance sheet of the Seller at December 31, 2013 and December 31, 2014 and the related statements of income and cash flows for the years then ended (collectively, the "Audited Financial Statements") together with the unaudited balance sheet of the Seller at September 30, 2015 and the related statements of income and cash flows for the nine months then ended (referred to as the "Most Recent Financial Statements". Except as set forth on Schedule 5.14, such Audited Financial Statements and Most Recent Financial Statements have been compiled in accordance with U.S. GAAP and fairly present, in all material respects, the net assets of the Business at December 31, 2014 and for the nine months ended September 30, 2015 and the operating profit or loss of the Business.

5.15 Absence of Certain Changes. Except as contemplated by this Agreement, reflected in the Most Recent Financial Statements or set forth on Schedule 5.15, since December 31, 2014, (i) the Business has been conducted in all material respects in the ordinary course of business and (ii) neither Seller nor the Members have taken any of the following actions:

(a) sold, assigned or transferred any material portion of the Purchased Assets other than (i) in the ordinary course of business or (ii) sales or other dispositions of obsolete or excess equipment or other assets not used in the Business;

(b) cancelled any indebtedness other than in the ordinary course of business, or waived or provided a release of any rights of material value to the Business or the Purchased Assets;

(c) except as required by Law, granted any rights to severance benefits, "stay pay", termination pay or transaction bonus to any Business Employee or increased benefits payable or potentially payable to any such Business Employee under any previously existing severance benefits, "stay-pay", termination pay or transaction bonus arrangements (in each case, other than grants or increases for which Buyer will not be obligated following the Closing);

(d) except in the ordinary course of business, made any capital expenditures or commitments therefor with respect to the Business in an amount in excess of $50,000 in the aggregate;

(e) acquired any entity or business (whether by the acquisition of stock, the acquisition of assets, merger or otherwise), other than acquisitions that have not or will not become integrated into the Business;

(f) amended the terms of any existing Employee Plan, except for amendments required by Law;

(g) changed the Tax or accounting principles, methods or practices of the Business, except in each case to conform to changes required by Tax Law, in U.S. GAAP or applicable local generally accepted accounting principles;

(h) amended, cancelled (or received notice of future cancellation of) or terminated any Assumed Contract which amendment, cancellation or termination is not in the ordinary course of business;

(i) materially increased the salary or other compensation payable by Seller to any Business Employee, or declared or paid, or committed to declare or pay, any bonus or other additional payment to and Business Employees, other than (A) payments for which Buyer shall not be liable after Closing, (B) customary compensation increases and (C) bonus awards or payments under existing bonus plans and arrangements awarded to Business Employees which have been awarded or paid in the ordinary course of business;

(j) failed to make any material payments under any Assumed Contracts or Permits as and when due (except where contested in good faith or cured by Seller) under the terms of such Assumed Contracts or Permits;

(k) suffered any material damage, destruction or loss relating to the Business or the Purchased Assets, not covered by insurance;

(l) incurred any material claims relating to the Business or the Purchased Assets not covered by applicable policies of liability insurance within the maximum insurable limits of such policies;

(m) mortgaged, sold, assigned, transferred, pledged or otherwise placed an Encumbrance on any Purchased Asset, except in the ordinary course of business, as otherwise set forth herein or that will be released at Closing;

(n) transferred, granted, licensed, assigned, terminated or otherwise disposed of, modified, changed or cancelled any material rights or obligations with respect to any of the Transferred Intellectual Property, except in the ordinary course of business; or

(o) entered into any agreement or commitment to take any of the actions set forth in paragraphs (a) through (n) of this Section 5.15.

5.16 Employee Benefit Plans. Attached on Schedule 5.16 is a list of all qualified and non-qualified pension and welfare benefit plans of Seller (the "Employee Plans"). Each of the Employee Plans has been operated in accordance with its terms, does not discriminate (as that term is defined in the Code) and will, along with all other bonus plans, incentive or compensation arrangements provided by Seller to or for its employees, be terminated by Seller immediately following Closing. All payments due from Seller pursuant thereto have been paid.

5.17 Business Employees. Attached on Schedule 5.17 is a list of all employees of Seller (collectively, the "Business Employees"), their current salaries or compensation, a listing of commission arrangements, a list of commitments for future salary or compensation increases, and the last salary raise with dates and amounts. Schedule 5.17 lists all individuals with whom Seller has employment, consulting, representative, labor, non-compete or any other restrictive agreements. Except as set forth on Schedule 5.17, Seller has not entered into any severance or similar arrangement with respect of any Business Employee (or any former employee or consultant) that will result in any obligation (absolute or contingent) of Buyer or Seller to make any payment to any Business Employee (or any former employee or consultant) following termination of employment.

5.18 Labor Relations. Except as set forth on Schedule 5.18, Seller has complied in all material respects with all federal, state and local laws, rules and regulations relating to the employment of labor including those related to wages, hours and the payment of withholding and unemployment Taxes. Seller has withheld all amounts required by law or agreement to be withheld from the wages or salaries of its employees and is not liable for any arrearage of wages or any Taxes or penalties for failure to comply with any of the foregoing.

5.19 Sponsors, Vendors and Suppliers. Attached on Schedule 5.19 is a complete and accurate list of (i) the five (5) largest sponsors of Seller in terms of revenue during the period from January 1, 2014 through June 30, 2015, showing the approximate total amount of sponsorship revenue by Seller from each such sponsor during such period; and (ii) the five (5) largest vendors and suppliers (whether of production services, event venues, equipment, fighter managers, etc.) to Seller in terms of purchases or payments made by Seller to such vendor or supplier during the period from January 1, 2014 through June 30, 2015, showing the approximate total purchases or payments by Seller from each such supplier during such period. Except as set forth on Schedule 5.19 and to Seller's knowledge, as of the date of this Agreement there has been no adverse change in the business relationship of Seller with any sponsor or supplier named on Schedule 5.19 that is material to the Business or the financial condition of Seller.

5.20 Conflict of Interest. Except as set forth on Schedule 5.20, neither Seller nor the Members have any direct or indirect interest (except through ownership of less than five percent (5%) of the outstanding securities of corporations listed on a national securities exchange or registered under the Securities Exchange Act of 1934, as amended) in (i) any entity which does business with Seller or is competitive with the Business, or (ii) any property, asset or right which is used by Seller in the conduct of its Business.

5.21 Fighters Under Contract. Schedule 5.21 sets forth each agreement to which the Seller or any Member is a party with any professional mixed martial arts fighter and the economic terms of each such agreement (each a "Fighter Contract"). Each Fighter Contract is in full force and effect and, to Seller's knowledge, there are no outstanding material defaults or violations under any such Fighter Contract on the part of the Seller or, to the knowledge of the Seller, on the part of any other party to such Fighter Contract, except for such defaults as will not have a material adverse effect on the Business or Purchased Assets, taken as a whole. Except as set forth on Schedule 5.21, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any Fighter Contract, other than in connection with negotiations for renewals and amendments in the ordinary course of business.

5.22 Inventories. All Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, has been purchased in the ordinary course of business, is free from material defects, consists of goods of the kind, quantity and quality regularly used and sold in the Business. The Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, is merchantable and fit for its intended purpose and Seller has not, is not contemplating, nor has any reason to believe that a recall of such items or any items previously sold by Seller is necessary or warranted.

5.23 Accounts Receivable. All of the Accounts Receivable are (and as of the Closing Date will be) bona fide receivables subject to no counterclaims or offsets and arose in the ordinary course of business. At the Closing and except for Permitted Encumbrances, no person or entity will have any lien on such Accounts Receivable or any part thereof, and no agreement for deduction, free goods, discount or other deferred price or quantity adjustment will have been made with respect to any such Accounts Receivable.

5.24 Insurance. Seller maintains (i) insurance on all the Purchased Assets covering property damage by fire or other casualty which it is customary for Seller to insure, (ii) insurance protection against all liabilities, claims, and risks against which it is customary for Seller to insure, and (iii) insurance for worker's compensation and unemployment, products liability, and general public liability. All of such policies are consistent with past practices of Seller. Seller is not in default under any of such policies or binders. Such policies and binders are in full force and effect on the date hereof and shall be kept in full force and effect through the Closing Date.

5.25 Payment of Debts. Except for those liabilities assumed by Buyer pursuant to Section 2.3, Seller has made adequate provisions for payments of the amount due to its creditors and shall pay the same at Closing or pursuant to their existing terms on or before the Closing.

5.26 Accuracy of Statements. No representation or warranty by Seller or any Member in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Seller or any Member that materially adversely affects the business, financial condition or affairs of the Business, Seller or any Member. No representation made by a Member to Buyer during the due diligence process leading up to the execution of this Agreement on in connection with the other Target Company Transactions contained an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

5.27 Representations and Warranties of Buyer. Neither Seller nor any Member are aware of, or have discovered through due diligence, any breaches by Buyer of its representations and warranties made in Article 6 of this Agreement, which they have not disclosed to Buyer.

5.28 Sufficiency of Assets. Other than as set forth on Schedule 5.28, the Purchased Assets constitute all of the assets necessary to conduct the Business as it is conducted as of the date of this Agreement. Other than as set forth on Schedule 5.28, all Permits and Assumed Contracts, including those identified on Schedule 2.1(d) will be available for use by the Buyer on materially identical terms (i) as of the Closing and (ii) for one year following the Closing.

5.29 The Members.

(a) No Member has ever (i) made a general assignment for the benefit of creditors, (ii) filed, or had filed against such Member, any bankruptcy petition or similar filing, (iii) suffered the attachment or other judicial seizure of all or a substantial portion of such Member's assets, (iv) admitted in writing such Member's inability to pay his or her debts as they become due, or (v) taken or been the subject of any action that may have an adverse effect on his ability to comply with or perform any of his covenants or obligations under any of the Other Agreements or which would require disclosure in the Registration Statement.

(b) No Member is subject to any Order or is bound by any agreement that may have an adverse effect on his ability to comply with or perform any of his or her covenants or obligations under any of the Other Agreements. There is no Proceeding pending, and no Person has threatened to commence any Proceeding, that may have an adverse effect on the ability of any Member to comply with or perform any of his covenants or obligations under any of the Other Agreements. No event has occurred, and no claim, dispute or other condition or circumstance exists, that might directly or indirectly give rise to or serve as a basis for the commencement of any such Proceeding.

5.30 Investment Purposes.

(a) Seller and each Member (i) understand that the shares of Common Stock to be issued to Seller pursuant to this Agreement have not been registered for sale under any federal or state securities Laws and that such shares are being offered and sold to Seller pursuant to an exemption from registration provided under Section 4(2) of the Securities Act, (ii) agree that Seller is acquiring such shares for its own account for investment purposes only and without a view to any distribution thereof other than to the Members as permitted by the Securities Act and subject to the Lock-Up Agreement, (iii) acknowledge that the representations and warranties set forth in this Section 5.30 are given with the intention that the Buyer rely on them for purposes of claiming such exemption from registration, and (iv) understand that they must bear the economic risk of the investment in such shares for an indefinite period of time as such shares cannot be sold unless subsequently registered under applicable federal and state securities Laws or unless an exemption from registration is available therefrom.

(b) Seller and each Member agree (i) that the shares of Common Stock to be issued to Seller pursuant to this Agreement will not be sold or otherwise transferred for value unless (x) a registration statement covering such shares has become effective under applicable state and federal securities laws, including, without limitation, the Securities Act, or (y) there is presented to the Buyer an opinion of counsel satisfactory to the Buyer that such registration is not required, (ii) that any transfer agent for the Common Stock may be instructed not to transfer any such shares unless it receives satisfactory evidence of compliance with the foregoing provisions, and (iii) that there will be endorsed upon any certificate evidencing such shares an appropriate legend calling attention to the foregoing restrictions on transferability of such shares.

(c) Seller and each Member is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act.

(d) Seller and each Member (i) are aware of the business, affairs and financial condition of the Buyer and the other Target Companies, and have acquired sufficient information about the Buyer and the other Target Companies, the IPO and the Target Company Transactions to reach an informed and knowledgeable decision to acquire the shares of Common Stock to be issued to Seller pursuant to this Agreement, (ii) have discussed the Buyer's plans, operations and financial condition with the Buyer's officers, (iii) have received all such information as they have deemed necessary and appropriate to enable them to evaluate the financial risk inherent in making an investment in the shares of Common Stock to be issued pursuant to this Agreement, (iv) have sufficient knowledge and experience in financial and business matters and in the business of conducting mixed martial arts promotions so as to be capable of evaluating the merits and risks of their investment in Common Stock, and (v) are capable of bearing the economic risks of such investment.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller and the Members as follows:

6.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own its property and to carry on its business as it is now being conducted.

6 . 2 Due Authorization. Buyer has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Buyer. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Buyer and constitutes, or, in the case of the Other Agreements will constitute, the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

6.3 Consents. Except as set forth on Schedule 6.3, no notice to, filing with, authorization of, exemption by, or consent of, any Person is required for Buyer to consummate the transactions contemplated hereby.

6 . 4 No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in (i) a violation of or a conflict with any provision of the certificate of incorporation, by-laws or other organizational document of Buyer; (ii) a breach of, or a default under, any term of provision of any contract, agreement, indebtedness, lease, commitment, license, franchise, permit, authorization or concession to which Buyer is a party which breach or default would have a material adverse effect on the business or financial condition of Buyer or their ability to consummate the transactions contemplated hereby; or (iii) a violation by Buyer of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, which violation would have a material adverse effect on the business or financial condition of Buyer or its ability to consummate the transactions contemplated hereby.

6 . 5 Brokers, Etc. No broker or investment banker acting on behalf of Buyer or under the authority of Buyer is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Buyer. All underwriting discounts and fees incident to the IPO will be paid by Buyer.

6.6 Accuracy of Statements. No representation or warranty by Buyer in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Buyer that materially adversely affects the business, financial condition or affairs of the Buyer.

6.7 Representations and Warranties of Seller and the Members . Buyer is not aware of, nor has discovered through due diligence, any breaches by Seller or any Member of their respective representations and warranties made in Article 5 of this Agreement, which it has not disclosed to Seller and the Members.

6.8 Capitalization. The authorized capital stock of the Buyer consists of (i) 45,000,000 shares of Common Stock, of which on the date hereof 2,366,250 shares are issued and outstanding, and (ii) 5,000,000 shares of preferred stock, $0.001 par value per share, of which on the date hereof and on the Closing Date no shares are issued and outstanding. Other than shares of Common Stock sold in the IPO or issued in connection with the Target Company Transactions, and set forth in the Registration Statement no subscription, warrant, option, convertible security or other right (contingent or otherwise) to purchase, acquire (including rights of first refusal, anti-dilution or pre-emptive rights) or register under the Securities Act any shares of capital stock of the Company is authorized or outstanding. The Company does not have any obligation to issue any subscription, warrant, option, convertible security or other such right or to issue or distribute to holders of any shares of its capital stock any evidence of indebtedness or assets of the Company. The Company does not have any obligation to purchase, redeem or otherwise acquire any shares of its capital stock or any interest therein or to pay any dividend or make any other distribution in respect thereof. There are no outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights with respect to the Company. At the Closing, the shares of Common Stock to be issued to Seller as consideration for the Purchase Price will be duly authorized, validly issued, fully paid and non-assessable.

ARTICLE 7
COVENANTS AND CONDUCT OF SELLER
FROM THE DATE OF EXECUTION OF THIS AGREEMENT TO THE CLOSING DATE

Seller and the Members, jointly and severally, covenant that from the date of the execution of this Agreement to the Closing Date, Seller shall:

7.1 Compensation. Except in the ordinary course of business or as set forth on Schedule 7.1, not increase or commit to increase, the amount of compensation payable, or to become payable by Seller, or make, any bonus, profit-sharing or incentive payment to any of its officers, directors or relatives of any of the foregoing;

7.2 Encumbrance of Assets. Not cause any Encumbrance of any kind other than Permitted Encumbrances to be placed upon any of the Purchased Assets or other assets of Seller, exclusive of liens arising as a matter of law in the ordinary course of business as to which there is no known default;

7.3 Incur Liabilities. Not take any action which would cause Seller to incur any obligation or liability (absolute or contingent) except liabilities and obligations incurred in the ordinary course of business or which will be paid at Closing;

7.4 Disposition of Assets. Not sell or transfer any of the Purchased Assets or any other tangible or intangible assets of Seller or cancel any debts or claims, except in each case in the ordinary course of business;

7.5 Executory Agreements. Except for modifications in connection with extensions of existing agreements in the ordinary course of business, not modify, amend, alter, or terminate (by written or oral agreement, or any manner of action or inaction), any of the executory agreements of Seller including, without limitation, any Fighter Contracts, agreements with vendors, televisions or media partners, event sponsors or event venue providers except as otherwise approved by Buyer in writing, which consent will not be unreasonably withheld or delayed;

7.6 Material Transactions. Not enter into any transaction material in nature or amount without the prior written consent of Buyer, except for transactions in the ordinary course of business;

7.7 Purchase or Sale Commitments. Not undertake any purchase or sale commitment that will result in purchases outside of customary requirements;

7.8 Preservation of Business. Use its best efforts to preserve the Purchased Assets, keep in faithful service the present officers and key employees of Seller (other than increasing compensation to do so) and preserve the goodwill of its suppliers, customers and others having business relations with Seller;

7 . 9 Investigation. Allow, during normal business hours, Buyer's personnel, attorneys, accountants and other authorized representatives free and full access to the plans, properties, books, records, documents and correspondence, and all of the work papers and other documents relating to Seller in the possession of Seller, its officers, directors, employees, auditors or counsel, in order that Buyer may have full opportunity to make such investigation as it may desire of the properties and Business of Seller;

7.10 Compliance with Laws. Comply in all material respects with all Laws applicable to Seller or to the conduct of its Business;

7.11 Notification of Material Changes. Provide Buyer's representatives with prompt written notice of any material and adverse change in the condition (financial or other) of Seller's assets, liabilities, earnings, prospects or business which has not been disclosed to Buyer in this Agreement; and

7 . 1 2 Cooperation. Cooperate fully, completely and promptly with Buyer in connection with (i) securing any approval, consent, authorization or clearance required hereunder, or (ii) satisfying any condition precedent to the Closing without additional cost and expense to Seller unless such action is otherwise the obligation of Seller.

7 . 1 3 Accounting Matters and Registration Statement. Cooperate fully, completely and promptly with Buyer, its counsel, and all auditors in connection with the Registration Statement, including using best efforts to provide Buyer at Seller's expense with all Seller financial statements required by Regulation S-X promulgated under the Securities Act for inclusion in the Registration Statement.

Nothing in this Agreement shall prohibit Seller from paying dividends and other distributions to the Members.

ARTICLE 8
CONDITIONS TO CLOSING

8 . 1 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Seller):

(a) Performance of Agreements and Conditions. All agreements and covenants to be performed and satisfied by Buyer hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Buyer in all material respects.

(b) Representations and Warranties True. The representations and warranties of Buyer contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Buyer contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller of the transactions contemplated by this Agreement taken as a whole, in each such case on and as of the Closing Date, with the same effect as though made on and as of the Closing Date, and there shall be delivered to Seller on the Closing Date a certificate, in form of Exhibit G attached hereto, executed by the Chief Executive Officer of Buyer to that effect (the "Buyer Officer's Certificate").

(c) Payment of Purchase Price. Buyer shall have paid the Purchase Price and assumed the Assumed Liabilities as provided in Section 4.2(b).

(d) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(e) Other Agreements. Buyer shall have delivered to Seller a duly executed copy of each of the Other Agreements.

(f) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

8.2 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Buyer):

(a) Performance of Agreements and Covenants. All agreements and covenants to be performed and satisfied by Seller and the Members hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Seller in all material respects.

(b) Representations and Warranties True. The representations and warranties of Seller and the Members contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Seller and the Members contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the Purchased Assets or the Business taken as a whole, in each such case on and as of the Closing Date with the same effect as though made on and as of the Closing Date (except for those representations and warranties that specifically refer to some other date), and there shall be delivered by Seller on the Closing Date a certificate, in form of Exhibit H attached hereto, executed by the Chief Executive Officer of Seller to that effect (the "Seller Officer's Certificate").

(c) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(d) Other Agreements. Seller and the Members shall have delivered to Buyer a duly executed copy of each of the Other Agreements to which it is a party.

(e) Material Adverse Change. There shall not have been a material adverse change in the Seller's business, financial condition, prospects, assets or operations relating to the Purchased Assets or the Business, taken as a whole, except to the extent such material adverse change arises from or relates to: (i) any change in economic, business or financial market conditions in the United States or regions in which the Business operates, (ii) changes in any Laws or in accounting rules or standards; (iii) any natural disaster, act of terrorism or war, or the outbreak of hostilities, or any other international or domestic calamity or crisis; (iv) any action taken or not taken with the prior written consent of the Purchaser or required or expressly permitted by the terms of this Agreement; (v) the pendency of this Agreement and the transactions contemplated hereby or (vi) any existing event, circumstance, change or effect with respect to which the Buyer has knowledge as of the date of this Agreement.

(f) Non-Competition and Non-Solicitation Agreements. The Members shall each have entered into a Non-Competition and Non-Solicitation Agreement with the Buyer in substantially the form attached hereto as Exhibit E.

(g) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

(h) IPO. Buyer shall have completed the IPO.

(i) Available Cash at Closing. The amount of cash acquired at Closing pursuant to Section 2.1(a) shall be at a minimum sufficient to conduct the Seller's next scheduled event consistent with past practice and utilizing solely the Purchased Assets.

(j) Satisfaction of Encumbrances. Seller shall deliver a payoff letter or similar documentation, in form reasonably acceptable to Buyer, terminating any Encumbrance on any of the Purchased Assets, together with executed UCC-2 or UCC-3 termination statements (or any other applicable termination statement) executed by each Person holding Encumbrances on any Purchased Asset.

ARTICLE 9
POST-CLOSING COVENANTS, OTHER AGREEMENTS

9.1 Availability of Records. After the Closing, Buyer, shall make available to Seller as reasonably requested by Seller, its agents and representatives, or as requested by any Governmental Authority, all information, records and documents relating to the Purchased Assets for all periods prior to Closing and shall preserve all such information, records and documents until the later of: (a) six (6) years after the Closing; (b) the expiration of all statutes of limitations for Taxes for periods prior to the Closing, or extensions thereof applicable to Seller and its shareholders for Tax information, records or documents; or (c) the required retention period for all government contract information, records or documents. Prior to destroying any records related to Seller for the period prior to the Closing, Buyer shall notify Seller ninety (90) days in advance of any such proposed destruction of its intent to destroy such records, and Buyer will permit Seller to retain any such records.

9.2 Tax Matters.

(a) Bifurcation of Taxes. Seller and its Affiliates shall be solely liable for all Taxes imposed upon Seller attributable to the Purchased Assets for all taxable periods ending on or before the Closing Date. Buyer and its Affiliates shall be solely liable for any Taxes imposed upon Buyer attributable to the Purchased Assets for any taxable year or taxable period commencing after the Closing Date.

(b) Transfer Taxes. Buyer and Seller shall each pay one-half of any and all sales, use, transfer and documentary Taxes and recording and filing fees applicable to the transfer of the Purchased Assets.

(c) Cooperation and Records. After the Closing Date, Buyer and Seller shall cooperate in the filing of any Tax returns or other Tax-related forms or reports, to the extent any such filing requires providing each other with necessary relevant records and documents relating to the Purchased Assets. Seller and Buyer shall cooperate in the same manner in defending or resolving any Tax audit, examination or Tax-related litigation. Buyer and Seller shall cooperate in the same manner to minimize any transfer, sales and use Taxes. Nothing in this Section shall give Buyer or Seller any right to review the other's Tax returns or Tax related forms or reports.

(d) Bulk Sales Laws. Seller and Buyer waive compliance with bulk sales laws for Tax purposes.

9.3 Post-Closing Delivery. Subject to the provisions of Section 4.2, Seller agrees to arrange for physical delivery to Buyer of the tangible Purchased Assets in Seller's possession. Buyer and Seller acknowledge that title and risk of loss with respect to all Purchased Assets shall pass to Buyer at Closing. Seller agrees to use commercially reasonable efforts to preserve and maintain the tangible Purchased Assets in good working condition and to protect such Purchased Assets against damage, deterioration and other wasting. All Intellectual Property (in particular all MMA video content) comprising the Purchased Assets will be delivered to Buyer in electronic form consistent with common industry practice.

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification by Seller and the Members. Seller and each Member hereby jointly and severally agree to indemnify, defend and hold Buyer harmless from and against any Losses (defined below) in respect of the following:

(a) Losses resulting in bodily injury, wrongful death, and/or property damages, including without limitation, actual, punitive, direct, indirect, or consequential damages and all attorney's fees and court costs recoverable by the injured party or parties arising out of litigation that is currently pending against Seller or arising from facts which occurred prior to Closing which, in the case of litigation, the defense of which is not being defended by Seller's insurance carrier or, if the same results in or has resulted in a verdict or damages to be paid, the same is not being paid by Seller's insurance company.

(b) Losses resulting from the breach of any representations, warranties, covenants or agreements made by Seller or any Member in this Agreement or the Other Agreements.

10.2 Indemnification by Buyer. Buyer hereby agrees to indemnify, defend and hold Seller and the Members harmless from and against any Losses in respect of the following:

(a) Losses resulting from any breach of any representations, warranties, covenants or agreements made by Buyer in this Agreement or the Other Agreements.

(b) Buyer's operation of the Business and ownership of the Purchased Assets after the Closing, including, without limitation, all sales and use Taxes, ad valorem Taxes, and products liability claims with respect to such post-Closing operations.

(c) The Assumed Liabilities, including all claims arising from the obligations assumed under the Assumed Contracts as set forth in Section 2.1(d).

10.3 Indemnification Procedure for Third-Party Claims.

(a) In the event that any party (the "Indemnified Person") desires to make a claim against any other party (the "Indemnifying Person") in connection with any Losses for which the Indemnified Person may seek indemnification hereunder in respect of a claim or demand made by any Person not a party to this Agreement against the Indemnified Person (a "Third-Party Claim"), such Indemnified Person must notify the Indemnifying Person in writing, of the Third-Party Claim (a "Third-Party Claim Notice") as promptly as reasonably possible after receipt, but in no event later than fifteen (15) calendar days after receipt, by such Indemnified Person of notice of the Third-Party Claim; provided, that failure to give a Third-Party Claim Notice on a timely basis shall not affect the indemnification provided hereunder except to the extent the Indemnifying Person shall have been actually and materially prejudiced as a result of such failure. Upon receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall be entitled, at the Indemnifying Person's election, to assume or participate in the defense of any Third-Party Claim at the cost of Indemnifying Person. In any case in which the Indemnifying Person assumes the defense of the Third-Party Claim, the Indemnifying Person shall give the Indemnified Person ten (10) calendar days' notice prior to executing any settlement agreement and the Indemnified Person shall have the right to approve or reject the settlement and related expenses; provided, however, that upon rejection of any settlement and related expenses, the Indemnified Person shall assume control of the defense of such Third-Party Claim and the liability of the Indemnifying Person with respect to such Third-Party Claim shall be limited to the amount or the monetary equivalent of the rejected settlement and related expenses.

(b) The Indemnified Person shall retain the right to employ its own counsel and to discuss matters with the Indemnifying Person related to the defense of any Third-Party Claim, the defense of which has been assumed by the Indemnifying Person pursuant to Section 10.3(a) of this Agreement, but the Indemnified Person shall bear and shall be solely responsible for its own costs and expenses in connection with such participation; provided, however, that, subject to Section 10.3(a) above, all decisions of the Indemnifying Person shall be final and the Indemnified Person shall cooperate with the Indemnifying Person in all respects in the defense of the Third-Party Claim, including refraining from taking any position adverse to the Indemnifying Person.

(c) If the Indemnifying Person fails to give notice of the assumption of the defense of any Third-Party Claim within a reasonable time period not to exceed forty-five (45) days after receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall no longer be entitled to assume (but shall continue to be entitled to participate in) such defense. The Indemnified Person may, at its option, continue to defend such Third-Party Claim and, in such event, the Indemnifying Person shall indemnify the Indemnified Person for all reasonable fees and expenses in connection therewith (provided it is a Third-Party Claim for which the Indemnifying Person is otherwise obligated to provide indemnification hereunder). The Indemnifying Person shall be entitled to participate at its own expense and with its own counsel in the defense of any Third-Party Claim the defense of which it does not assume. Prior to effectuating any settlement of such Third-Party Claim, the Indemnified Person shall furnish the Indemnifying Person with written notice of any proposed settlement in sufficient time to allow the Indemnifying Person to act thereon. Within fifteen (15) days after the giving of such notice, the Indemnified Person shall be permitted to effect such settlement unless the Indemnifying Person (a) reimburses the Indemnified Person in accordance with the terms of this Article 10 for all reasonable fees and expenses incurred by the Indemnified Person in connection with such Claim; (b) assumes the defense of such Third-Party Claim; and (c) takes such other actions as the Indemnified Person may reasonably request as assurance of the Indemnifying Person's ability to fulfill its obligations under this Article 10 in connection with such Third-Party Claim.

10.4 Indemnification Procedure for Other Claims. An Indemnified Party wishing to assert a claim for indemnification which is not a Third Party Claim subject to Section 10.3 (a "Claim") shall deliver to the Indemnifying Party a written notice (a "Claim Notice") which contains (i) a description and, if then known, the amount (the "Claimed Amount") of any Losses incurred by the Indemnified Party or the method of computation of the amount of such claim of any Losses, (ii) a statement that the Indemnified Party is entitled to indemnification under this Article 10 and a reasonable explanation of the basis therefor, and (iii) a demand for payment in the amount of such Losses. Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party shall deliver to the Indemnified Party a written response in which the Indemnifying Party shall: (A) agree that the Indemnified Party is entitled to receive all of the Claimed Amount, (B) agree in a "Counter Notice" that the Indemnified Party is entitled to receive part, but not all, of the Claimed Amount (the "Agreed Amount"), or (C) contest that the Indemnified Party is entitled to receive any of the Claimed Amount including the reasons therefor. If the Indemnifying Party in the Counter Notice or otherwise contests the payment of all or part of the Claimed Amount, the Indemnifying Party and the Indemnified Party shall use good faith efforts to resolve such dispute. If such dispute is not resolved within sixty (60) days following the delivery by the Indemnifying Party of such response, the Indemnifying Party and the Indemnified Party shall each have the right to submit such dispute to a court of competent jurisdiction in accordance with the provisions of Section 12.17.

10.5 Losses.

(a) For purposes of this Agreement, "Losses" shall mean all actual liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including, without limitation, reasonable attorneys', accountants' and consultants' fees and expenses and court costs, including punitive, indirect, consequential or other similar damages. Losses shall include punitive, indirect, consequential or similar damages only for claims brought by third parties.

(b) Any liability for indemnification under this Agreement shall be determined without duplication of recovery due to the facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement.

(c) The Indemnified Person agrees to use all reasonable efforts to obtain recovery from any and all third parties who are obligated respecting a Loss (e.g. parties to indemnification agreements, insurance companies, etc.) ("Collateral Sources") respecting any Claim pursuant to which the Indemnified Person is entitled to indemnification hereunder. If the amount to be netted hereunder from any payment from a Collateral Source is determined after payment of any amount otherwise required to be paid to an Indemnified Person under this Article 10, the Indemnified Person shall repay to the Indemnifying Person, promptly after such receipt from Collateral Source, any amount that the Indemnifying Person would not have had to pay pursuant to this Article 10 had such receipt from the Collateral Source occurred at the time of such payment.

(d) Each Indemnified Person shall (and shall cause its Affiliates to) use commercially reasonable efforts to mitigate any claim for Losses that an Indemnified Person asserts under this Article 10.

(e) The amount of any and all Losses (and other indemnification payments) under this Agreement shall be decreased by (A) any Tax benefits in excess of Tax detriments actually realized by the applicable Indemnified Person related to the Loss, including deductibility of any such Losses (or other items giving rise to such indemnification payment), and (B) the amount of any insurance proceeds or other amounts recoverable from Collateral Sources (netted against deductibles and other costs associated with making or pursuing any such claims, as applicable), received or to be received by the applicable Indemnified Person with respect to such Losses under any insurance policy maintained by the Indemnified Person or any other Person or from any other Collateral Source. The Indemnified Person will assign to the Indemnifying Person any rights or contribution or subrogation the Indemnified Person may have against or respecting any Collateral Source or other Persons related to such Loss which is indemnified by the Indemnifying Person hereunder.

10.6 Certain Limitations. Notwithstanding anything to the contrary contained in this Agreement: (i) Neither Seller and the Members nor Buyer shall be required to indemnify any party hereunder for their breach of any representation or warranty unless and until the aggregate amount of Losses arising from such types of breaches shall exceed $25,000.00 and at such time as the aggregate amount of Losses exceeds such amount the obligation to indemnify shall include all Losses including the first $25,000.00; and (ii) Seller and the Members shall not be liable to provide indemnification hereunder in an aggregate amount in excess of twenty percent (20%) of the Purchase Price.

10.7 Exclusive Remedies. Each of Buyer, Seller and the Members acknowledges and agrees that, from and after the Closing, its sole and exclusive remedy with respect to any and all Losses based upon, arising out of or otherwise in respect of the matters set forth in this Agreement and the Other Agreements shall be pursuant to the indemnification set forth in this Article 10, and such party shall have no other remedy or recourse with respect to any of the foregoing other than pursuant to, and subject to the terms and conditions of, this Article 10; provided, that the foregoing limitation shall not apply to claims seeking specific performance or other available equitable relief.

ARTICLE 11
TERMINATION AND SURVIVAL

11.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing Date as follows:

(a) with the mutual consent of Buyer and Seller;

(b) by Buyer, if it is not then in material breach of its obligations under this Agreement and if (A) any of Seller's or the Member's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.2(b) would not be satisfied, or (B) any of Seller's or the Member's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.2(a) would not be satisfied; provided, however, that Buyer shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Seller unless Seller fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Buyer of such inaccuracy or breach; or

(c) by Seller, if it is not then in material breach of its obligations under this Agreement and if (A) any of Buyer's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) would not be satisfied, or (B) any of Buyer's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) would not be satisfied; provided, however, that Seller shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Buyer unless Buyer fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Seller of such inaccuracy or breach.

(d) by Buyer or Seller if the Closing has not occurred on or prior to August 31, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

11.2 Procedure Upon Termination. In the event of termination and abandonment by Buyer or Seller, or both, pursuant to Section 11.1 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Buyer or Seller. If this Agreement is terminated as provided herein each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

11.3 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Buyer or Seller; provided, however, that the obligations of the parties set forth in Article 10, this Section 11.3 and Sections 12.2, 12.3, 12.4, 12.7, 12.9, 12.13, and 12.15 hereof shall survive any such termination and shall be enforceable hereunder.

(b) Nothing in this Section 11.3 shall relieve Buyer or Seller of any liability for a material breach of this Agreement prior to the date of termination, the damages recoverable by the non-breaching party shall include all attorneys' fees reasonably incurred by such party in connection with the transactions contemplated hereby.

11.4 Survival of Representations and Warranties. Except with respect to (a) the covenants of Buyer, Seller and the Members which are intended to survive the Closing, (b) Seller's and the Member's representations provided for in Section 5.2(a), 5.4 and 5.8 which survive indefinitely, (c) Seller's and Member's representations provided for in Sections 5.6, 5.11, 5.14, 5.16 and 5.22 which survive until the applicable statute of limitations expires with respect to claims arising under such Sections, and (d) Buyer's representation provided for in Section 6.2 which survives indefinitely, the representations and warranties of each of the parties hereto shall survive the Closing for a period of twenty-four (24) months.

ARTICLE 12
MISCELLANEOUS

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall be made by either party without the prior express written consent of the other party.

12.2 Risk of Loss. All risk of loss with respect to the Purchased Assets to be transferred hereunder shall remain with Seller until the transfer of the Purchased Assets and the Business on the Closing Date. Anything to the contrary in this Agreement notwithstanding, in the event there has been any material damage to or destruction of any of the Purchased Assets prior to the Closing Date and Buyer elects to consummate the transactions contemplated herein, at Closing, Seller shall assign to Buyer all of Seller's right to receive insurance proceeds toward the repair or replacement of such Purchased Assets, if any, and if no such insurance is in effect or the amount payable thereunder is insufficient to repair or replace any such Purchased Assets, the parties shall equitably adjust the Purchase Price; provided, however, if any such adjustment would result in a reduction in the Purchase Price of more than five percent (5%), Seller and the Member's shall have the option to terminate this Agreement.

12.3 Confidentiality. All information gained by either party concerning the other as a result of the transactions contemplated hereby ("Confidential Information"), including the execution and consummation of the transactions contemplated hereby and the terms thereof and information obtained by Buyer and its representatives in conducting due diligence respecting Seller and the Purchased Assets, will be kept in strict confidence. All Confidential Information will be used only for the purpose of consummating the transactions contemplated hereby. Following the Closing, all Confidential Information relating to the Business disclosed by Seller to Buyer shall become the Confidential Information of Buyer, subject to the restrictions on use and disclosure by Seller imposed under this Section 12.3. Neither Seller, the Members, nor Buyer shall, without having previously informed the other party about the form, content and timing of any such announcement, make any public disclosure with respect to the Confidential Information or transactions contemplated hereby, except:

(a) As may be required by the Securities Act for inclusion in the Registration Statement; or

(b) As may be required by applicable Law provided that, in any such event, the party required to make the disclosure will (I) provide the other party with prompt written notice of any such requirement so that such other party may seek a protective order or other appropriate remedy, (II) consult with and exercise in good faith all reasonable efforts to mutually agree with the other party regarding the nature, extent and form of such disclosure, (III) limit disclosure of Confidential Information to what is legally required to be disclosed, and (IV) exercise its best efforts to preserve the confidentiality of any such Confidential Information; or

(c) Buyer may disclose the terms of this Agreement and the transactions contemplated hereby to an actual or prospective underwriter, lender, investor, partner or agent, subject to a non-disclosure agreement pursuant to which such lender, investor, partner or agent agrees to be bound by the terms of this Section 12.3; or

(d) Disclosure to a party's representatives and advisors in connection with advising such party and preparing its Tax returns.

1 2 . 4 Expenses. Each party shall bear its own expenses with respect to the transactions contemplated by this Agreement. Notwithstanding the foregoing, and subject to the obligations of Seller to deliver to Buyer the financial statements required by Section 7.13, all legal, accounting and regulatory fees and expenses incident to the IPO, including preparation and filing of the Registration Statement will be borne by Buyer. Buyer will also cover the reasonable and customary legal fees of one securities counsel designated by the majority the Target Companies being acquired on the Closing Date.

1 2 . 5 Severability. Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

12.6 Entire Agreement. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all of the parties hereto. This Agreement and the Other Agreements contain the entire agreement of the parties hereto with respect to the transactions covered hereby, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof.

12.7 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied (including Article 10), shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

12.8 Waiver. The failure of any party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any waiver hereunder shall be effective only if delivered to the other party hereto in writing by the party making such waiver.

12.9 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

12.10 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

12.11 Counterparts. The parties may execute this Agreement in one or more counterparts, and each fully executed counterpart shall be deemed an original.

12.12 Further Documents. Each of Buyer, Seller and the Members shall, and shall cause its respective Affiliates to, at the request of another party, execute and deliver to such other party all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

12.13 Notices. All communications, notices and consents provided for herein shall be in writing and be given in person or by means of facsimile (with request for assurance of receipt in a manner typical with respect to communications of that type and confirmation by mail), by overnight courier or by registered or certified mail, and shall become effective: (a) on delivery if given in person; (b) on the date of transmission if sent by facsimile; (c) one (1) Business Day after delivery to the overnight service; or (d) four (4) Business Days after being mailed, with proper postage and documentation, for first-class registered or certified mail, prepaid.

Notices shall be addressed as follows:

If to Buyer, to:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

If to Seller or the Members, to:

CFFC Promotions, LLC
416 Kings Hwy, East
Haddonfield, NJ 08033
Attention: Robert J. Haydak and Michael V. Constantino
Phone: (856) 297-2465
Fax: (844) 329-2332

provided, however, at the time of mailing or within three (3) Business Days thereafter there is or occurs a labor dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any communication, notice or consent provided for herein shall be given in person or by means of facsimile or by overnight courier, and further provide that if any party shall have designated a different address by notice to the others, then to the last address so designated.

12.14 Schedules. Buyer and Seller agree that any disclosure in any Schedule attached hereto shall (a) constitute a disclosure only under such specific Schedule and shall not constitute a disclosure under any other Schedule referred to herein unless a specific cross-reference to another Schedule is provided or such disclosure is otherwise clear from the context of the disclosure in such Schedule and (b) not establish any threshold of materiality. Seller or Buyer may, from time to time prior to or at the Closing, by notice in accordance with the terms of this Agreement, supplement or amend any Schedule, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein. No such supplemental or amended Schedule shall be deemed to cure any breach for purposes of Section 8.2(b). If, however, the Closing occurs, any such supplement and amendment will be effective to cure and correct for all other purposes any breach of any representation, warranty, covenant or obligation which would have existed if Seller or Buyer had not made such supplement or amendment, and all references to any Schedule hereto which is supplemented or amended as provided in this Section 12.14 shall for all purposes at and after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

12.15 Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other gender as the context requires.

12.16 Knowledge. As used herein, Seller will be deemed to have knowledge of a particular fact or matter only if Robert J. Haydak and/or Michael V. Constantino are/is actually aware of the fact or matter, or with the exercise of reasonable diligence should have been aware of the fact or mater.

12.17 Submission to Jurisdiction. Each of Buyer, Seller and each Member (a) submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or any other federal or state court in the State of Delaware if it is determined that the Court of Chancery does not have jurisdiction over such action) in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined only in any such court, and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto. Either party may make service on the other party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 12.13. Nothing in this Section 12.17, however, shall affect the right of any Party to serve legal process in any other manner permitted by law.

12.18 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY MATTER WHICH IS THE SUBJECT OF THIS AGREEMENT, THE OTHER AGREEMENTS OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[*Signature Page to Asset Purchase Agreement Follows*]

[*Signature Page to Asset Purchase Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

CFFC PROMOTIONS, LLC

By: _____
Name: Robert J. Haydak
Title: CEO

MEMBERS:

_____
Robert J. Haydak

_____
Michael V. Constantino

BUYER:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXHIBITS AND SCHEDULES

Exhibits

Exhibit A:	Form of Assignment and Assumption Agreement
Exhibit B:	Form of Bill of Sale, Conveyance and Assignment
Exhibit C-1:	Executive Employment Agreement - Haydak
Exhibit C-2:	Executive Employment Agreement - Constantino
Exhibit D:	Form of Intellectual Property Transfer Agreement
Exhibit E	Form of Competition and Non-Solicitation Agreement
Exhibit F	Form of Trademark License Agreement
Exhibit G	Form of Buyer Officer's Certificate
Exhibit H	Form of Seller Officer's Certificate

Schedules

Schedule 2.1	Permitted Encumbrances
Schedule 2.1(c)	Equipment
Schedule 2.1(d)	Assumed Contracts
Schedule 2.1(e)	Real Estate Leases
Schedule 2.1(n)	Additional Assets
Schedule 2.2	Excluded Assets
Schedule 3.4	Allocation of Purchase Price
Schedule 5.3	Equipment and other Purchased Assets
Schedule 5.4	Title
Schedule 5.5	Intellectual Property
Schedule 5.6	Litigation
Schedule 5.7	Required Consents
Schedule 5.10	Contract Exceptions
Schedule 5.12	Scope of Rights in Purchased Assets
Schedule 5.13	Compliance with Laws
Schedule 5.14	Financial Statements
Schedule 5.15	Certain Changes
Schedule 5.16	Employee Plans
Schedule 5.17	Business Employees
Schedule 5.18	Labor Relations
Schedule 5.19	Customers and Suppliers
Schedule 5.20	Conflicts
Schedule 5.21	Certain Transactions Related to the Business
Schedule 6.3	Buyer Consents
Schedule 7.1	Compensation Covenant

Exhibit A

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of _____ __, 2016 is entered into by and among CFFC PROMOTIONS, LLC, a New Jersey limited liability company ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Seller, Buyer, Robert J. Haydak, an individual and resident of the State of New Jersey ("Haydak"), Michael V. Constantino, an individual and resident of the State of New Jersey ("Constantino", and together with Haydak, the "Members"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement the parties hereto together with the Members have agreed that at the Closing (which Closing is taking place as of the date hereof), Seller will transfer to Buyer and Buyer will accept and assume, only those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule 2.1(d) to the Asset Purchase Agreement.

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

As of the date hereof, Seller hereby transfers and assigns to Buyer, and Buyer hereby accepts and assumes those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule A attached hereto. With the exception of the liabilities and obligations to be assumed by Buyer pursuant to the preceding sentence, Buyer shall not assume and shall in no event be liable for any other debts, liabilities or obligations of Seller, whether fixed or contingent, known or unknown, liquidated or unliquidated, secured or unsecured, or otherwise and regardless of when they arose or arise. In the event of any inconsistency between the terms hereof and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

[*Signature Page for Assignment and Assumption Agreement to follow*]

[*Signature Page for Assignment and Assumption Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Assumption Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

CFFC PROMOTIONS, LLC

By: _____
Name: Robert J. Haydak
Title: CEO

ASSIGNEE:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

Schedule A

[List of Assumed Contracts]

Exhibit B

BILL OF SALE, CONVEYANCE AND ASSIGNMENT

THIS BILL OF SALE, CONVEYANCE AND ASSIGNMENT (this "Instrument") dated as of _____ __, 2016 is entered into by and among CFFC PROMOTIONS, LLC, a New Jersey limited liability company ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Seller, Buyer, Robert J. Haydak, an individual and resident of the State of New Jersey ("Haydak"), Michael V. Constantino, an individual and resident of the State of New Jersey ("Constantino", and together with Haydak, the "Members").

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

1. Seller does hereby sell, convey, transfer, assign and deliver to Buyer, all of its right, title and interest in and to the Purchased Assets.

2. Notwithstanding anything to the contrary in this Instrument, the Asset Purchase Agreement or in any other document delivered in connection herewith or therewith, the Purchased Assets subject to this Instrument shall expressly exclude the Excluded Assets.

3. From time to time, as and when reasonably requested by Buyer, Seller shall execute and deliver all such documents and instruments and shall take, or cause to be taken, all such further or other actions as Buyer may reasonably deem necessary or desirable to more effectively sell, transfer, convey and assign to Buyer all of Seller's right, title and interest in the Purchased Assets subject to this Instrument.

4. This Instrument shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of laws principles of such State.

5. To the extent that any provision of this Instrument is inconsistent or conflicts with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control. Nothing in this Instrument, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Asset Purchase Agreement.

6. This Instrument may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page to Bill of Sale, Conveyance and Assignment to Follow*]

[*Signature Page to Bill of Sale, Conveyance and Assignment*]

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

CFFC PROMOTIONS, LLC

By: _____
Name: Robert J. Haydak
Title: CEO

BUYER:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), entered into effective _____ __, 2016, by and between ALLIANCE MMA, INC., a Delaware corporation (the "Company") and Robert J. Haydak, an individual and resident of the State of New Jersey (the "Executive") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among CFFC PROMOTIONS, LLC, a New Jersey limited liability company ("Seller"), the Company, the Executive, Michael V. Constantino, an individual and resident of the State of New Jersey ("Constantino", and together with Haydak, the "Members"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1 . Employment. Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Executive as the Company's President, and Executive accepts such employment.

2 . Position. Executive agrees to serve as President of the Company and to perform such duties as are commensurate with such office, including the oversight and management of the employees and day-to-day operations of the Company and the Business. The Executive will devote substantially all his business time and efforts to the Company and the Company's business and will not engage in other business activities without the Company's prior consent, whether or not such business activity is pursued for profit, gain or other pecuniary advantage. Nothing herein will prevent Executive from engaging in investment activities unrelated to the Company's business for his own account. The Executive shall have all the duties and powers of an officer of the Company and shall report to the Company's Chief Executive Officer.

3 . Term. The term of this Agreement will begin on _____ __, 2016 (the "Effective Date") and will end on the three-year anniversary of such date (the "Term"). After such initial three-year period, the Term will renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least sixty (60) days prior to such date. The parties hereto agree that, upon the expiration of the Term, the Executive's employment with the Company will terminate and the Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. The Company will be under no obligation whatsoever to renew or continue the employment of the Executive beyond the Term.

4 . Salary; Bonus. Executive will receive a salary during the Term of One Hundred and Seventy Thousand ($170,000) per year ("Base Compensation"), pro-rated for partial years, payable at regular intervals in accordance with the Company's normal payroll practices in effect from time to time. Executive's Base Compensation will be reviewed annually by the Company's Board of Directors and Executive will be eligible for consideration for merit-based increases to Base Compensation as determined by the Board of Directors in its sole discretion. In addition to eligibility for consideration of merit-based increases in the discretion of the Board of Directors, Executive's Base Compensation will be increased effective January 1 of each year during the Term (commencing with January 1, 2017) by three percent (3%) to reflect anticipated increases in cost of living.

5. Benefit Programs. (a) During the Term, Executive will be entitled to participate in or receive benefits as follows:

(i) health and dental insurance pursuant to the Company's current or future plans and policies (premium for only Executive to be paid by Company);

(ii) participation in Company 401(k) plan with Company match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other Executive benefit plan of the Company provided to all employees of the Company on the same terms as other employees of the Company based on tenure and position.

All benefits will be pursuant to programs or arrangements made available by the Company on the date of this Agreement and from time to time in the future to the Company's other employees on a basis consistent with the terms, conditions and overall administration of the foregoing plans, programs or arrangements and with respect to which Executive is otherwise eligible to participate or receive benefits. Executive acknowledges such benefits are subject to change as and when changed by the Company generally.

(b) During the Term, the Company will provide Executive with a Company owned or leased computer and printer and supplies for Company purposes.

(c) During the Term, the Company will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of the Company.

(d) The items provided in connection with paragraphs (b) and (c) will be returned by Executive to the Company upon any termination of this Agreement.

6 . General Policies. (a) So long as the Executive is employed by the Company pursuant to this Agreement, Executive will receive reimbursement from the Company, as appropriate, for all reasonable business expenses incurred by Executive in accordance with Company policies and in the course of his employment by the Company, upon submission to the Company of written vouchers and statements for reimbursement.

(b) During the Term, the Executive will be entitled to three weeks of paid vacation, which will be utilized at such times when his absence will not materially impair the Company' s normal business functions. In addition to the vacation described above, Executive also will be entitled to all paid holidays customarily given by the Company to its employees.

(c) All other matters relating to the employment of Executive by the Company not specifically addressed in this Agreement will be subject to the general policies regarding employees of the Company in effect from time to time.

7 . Termination of Employment. Subject to the respective continuing obligations of the parties, including but not limited to those set forth in Sections 8 and 9 hereof, Executive's employment by the Company may be terminated prior to the expiration of the Term of this Agreement by either the Executive or the Company by delivering a written notice of termination two weeks in advance of such termination (the end of such two week period being the "Date of Termination").

8 . Termination of Employment. (a) In the event of termination of the Executive's employment pursuant to (i) expiration of the Term, (ii) the death or Disability (as defined below) of Executive, (iii) termination by Executive or (iv) termination by the Company with Cause (as defined below), compensation (including Base Compensation) will continue to be paid, and the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination in a manner consistent with the applicable terms of the governing plan documents.

(b) In the event of termination of Executive's employment by the Company without Cause, (i) compensation (including Base Compensation) will continue to be paid until the Date of Termination, (ii) the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination, and (iii) after the Date of Termination, Company will pay Executive an amount per month equal to the Base Compensation divided by twelve (12) (pro-rated for partial months) until the end of the Term.

(c) The following Terms will have the following meanings for purposes of this Agreement:

(i) "Cause" means termination of the Executive by the Company for:

(A) the commission of a felony or a crime involving moral turpitude or the commission of any other act or omission involving dishonesty or fraud with respect to the Company;

(B) conduct which brings the Company into public disgrace or disrepute;

(C) gross negligence or willful gross misconduct with respect to the Company;

(D) breach of a fiduciary duty to the Company;

(E) a breach of Section 9 of this Agreement;

(F) Executive's failure to cure a breach of any term of this Agreement (other than Section 9) within thirty (30) days after receipt of written notice from the Company specifying the act or omission that constitutes such breach.

(ii) "Disability" means the physical or mental incapacity of Executive for a period of more than ninety (90) consecutive days, the determination of which by the Company will be conclusive on the parties hereto.

9 . Non-Compeition and Confidentiality Covenants. Executive and Company are party to that certain Non-Comeptition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 9. The Non-Competition Agreement shall survive the termination of this Agreement pursuant to its terms.

10. Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

Robert J. Haydak
416 Kings Highway East
Haddonfield, New Jersey 08033
(856) 297-2465

If to the Company:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

11. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof, except to the extent that federal law will be deemed to apply.

12. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Company and the Executive. No waiver by any party hereto at any time of any breach by another party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a wavier of dissimilar provisions or conditions at the same or any prior subsequent time. No agreements or representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

13. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement which will remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

15. Assignment. This Agreement is personal in nature and Executive may not, without consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

16. Document Review. The Company and the Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants and financial and other advisors as it or he has deemed appropriate in connection with their respective execution of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

17. Entire Agreement This Agreement together with any understanding or modifications thereof as agreed to in writing by the parties, will constitute the entire agreement between the parties hereto.

[*Signature Page to Executive Employment Agreement Follows*]

[*Signature Page to Executive Employment Agreement*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first set forth above.

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

_____
Robert J. Haydak

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), entered into effective _____ __, 2016, by and between ALLIANCE MMA, INC., a Delaware corporation (the "Company") and Michael V. Constantino, an individual and resident of the State of New Jersey (the "Executive") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among CFFC PROMOTIONS, LLC, a New Jersey limited liability company ("Seller"), the Company, the Executive, and Robert J. Haydak, an individual and resident of the State of New Jersey ("Haydak", and together with the Executive, the "Members"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1 . Employment. Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Executive as the Company's Regional Vice President, and Executive accepts such employment.

2 . Position. Executive agrees to serve as Regional Vice President of the Company and to perform such duties as are commensurate with such office, including the oversight and management of the employees and day-to-day operations of the Business. The Executive will devote substantially all his business time and efforts to the Company and the Company's business and will not engage in other business activities without the Company's prior consent, whether or not such business activity is pursued for profit, gain or other pecuniary advantage. Nothing herein will prevent Executive from engaging in investment activities unrelated to the Company's business for his own account. The Executive shall have all the duties and powers of an officer of the Company and shall report to the Company's Chief Executive Officer.

3 . Term. The term of this Agreement will begin on _____ __, 2016 (the "Effective Date") and will end on the three-year anniversary of such date (the "Term"). After such initial three-year period, the Term will renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least sixty (60) days prior to such date. The parties hereto agree that, upon the expiration of the Term, the Executive's employment with the Company will terminate and the Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. The Company will be under no obligation whatsoever to renew or continue the employment of the Executive beyond the Term.

4 . Salary; Bonus. Executive will receive a salary during the Term of Seventy Five Thousand ($75,000) per year ("Base Compensation"), pro-rated for partial years, payable at regular intervals in accordance with the Company's normal payroll practices in effect from time to time. Executive's Base Compensation will be reviewed annually by the Company's Board of Directors and Executive will be eligible for consideration for merit-based increases to Base Compensation as determined by the Board of Directors in its sole discretion. In addition to eligibility for consideration of merit-based increases in the discretion of the Board of Directors, Executive's Base Compensation will be increased effective January 1 of each year during the Term (commencing with January 1, 2017) by three percent (3%) to reflect anticipated increases in cost of living.

5. Benefit Programs. (a) During the Term, Executive will be entitled to participate in or receive benefits as follows:

(i) health and dental insurance pursuant to the Company's current or future plans and policies (premium for only Executive to be paid by Company);

(ii) participation in Company 401(k) plan with Company match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other Executive benefit plan of the Company provided to all employees of the Company on the same terms as other employees of the Company based on tenure and position.

All benefits will be pursuant to programs or arrangements made available by the Company on the date of this Agreement and from time to time in the future to the Company's other employees on a basis consistent with the terms, conditions and overall administration of the foregoing plans, programs or arrangements and with respect to which Executive is otherwise eligible to participate or receive benefits. Executive acknowledges such benefits are subject to change as and when changed by the Company generally.

(b) During the Term, the Company will provide Executive with a Company owned or leased computer and printer and supplies for Company purposes.

(c) During the Term, the Company will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of the Company.

(d) The items provided in connection with paragraphs (b) and (c) will be returned by Executive to the Company upon any termination of this Agreement.

6 . General Policies. (a) So long as the Executive is employed by the Company pursuant to this Agreement, Executive will receive reimbursement from the Company, as appropriate, for all reasonable business expenses incurred by Executive in accordance with Company policies and in the course of his employment by the Company, upon submission to the Company of written vouchers and statements for reimbursement.

(b) During the Term, the Executive will be entitled to three weeks of paid vacation, which will be utilized at such times when his absence will not materially impair the Company' s normal business functions. In addition to the vacation described above, Executive also will be entitled to all paid holidays customarily given by the Company to its employees.

(c) All other matters relating to the employment of Executive by the Company not specifically addressed in this Agreement will be subject to the general policies regarding employees of the Company in effect from time to time.

7 . Termination of Employment. Subject to the respective continuing obligations of the parties, including but not limited to those set forth in Sections 8 and 9 hereof, Executive's employment by the Company may be terminated prior to the expiration of the Term of this Agreement by either the Executive or the Company by delivering a written notice of termination two weeks in advance of such termination (the end of such two week period being the "Date of Termination").

8 . Termination of Employment. (a) In the event of termination of the Executive's employment pursuant to (i) expiration of the Term, (ii) the death or Disability (as defined below) of Executive, (iii) termination by Executive or (iv) termination by the Company with Cause (as defined below), compensation (including Base Compensation) will continue to be paid, and the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination in a manner consistent with the applicable terms of the governing plan documents.

(b) In the event of termination of Executive's employment by the Company without Cause, (i) compensation (including Base Compensation) will continue to be paid until the Date of Termination, (ii) the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination, and (iii) after the Date of Termination, Company will pay Executive an amount per month equal to the Base Compensation divided by twelve (12) (pro-rated for partial months) until the end of the Term.

(c) The following Terms will have the following meanings for purposes of this Agreement:

(i) "Cause" means termination of the Executive by the Company for:

(A) the commission of a felony or a crime involving moral turpitude or the commission of any other act or omission involving dishonesty or fraud with respect to the Company;

(B) conduct which brings the Company into public disgrace or disrepute;

(C) gross negligence or willful gross misconduct with respect to the Company;

(D) breach of a fiduciary duty to the Company;

(E) a breach of Section 9 of this Agreement;

(F) Executive's failure to cure a breach of any term of this Agreement (other than Section 9) within thirty (30) days after receipt of written notice from the Company specifying the act or omission that constitutes such breach.

(ii) "Disability" means the physical or mental incapacity of Executive for a period of more than ninety (90) consecutive days, the determination of which by the Company will be conclusive on the parties hereto.

9. Non-Compeition and Confidentiality Covenants. Executive and Company are party to that certain Non-Comeptition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 9. The Non-Competition Agreement shall survive the termination of this Agreement pursuant to its terms.

10. Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

Michael V. Constantino
58 Essex Fells, New Jersey 07021
Phone: (973) 309-2600

If to the Company:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

11. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof, except to the extent that federal law will be deemed to apply.

12. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Company and the Executive. No waiver by any party hereto at any time of any breach by another party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a wavier of dissimilar provisions or conditions at the same or any prior subsequent time. No agreements or representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

13. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement which will remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

15. Assignment. This Agreement is personal in nature and Executive may not, without consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

16. Document Review. The Company and the Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants and financial and other advisors as it or he has deemed appropriate in connection with their respective execution of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

17. Entire Agreement This Agreement together with any understanding or modifications thereof as agreed to in writing by the parties, will constitute the entire agreement between the parties hereto.

[*Signature Page to Executive Employment Agreement Follows*]

[*Signature Page to Executive Employment Agreement*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first set forth above.

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

_____
Michael V. Constantino

Exhibit D

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AGREEMENT dated as of _____ __, 2016 is entered into by and among CFFC PROMOTIONS, LLC, a New Jersey limited liability company ("Assignor") and ALLIANCE MMA, INC., a Delaware corporation ("Assignee") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Assignor, Assignee, Robert J. Haydak, an individual and resident of the State of New Jersey ("Haydak"), Michael V. Constantino, an individual and resident of the State of New Jersey ("Constantino", and together with Haydak, the "Members").

WHEREAS, Assignor has good and marketable rights and title in and to the patent applications, issued patents, trademarks, trademark applications, copyrights and copyright applications listed on Schedule 1 attached hereto (the "Intellectual Property"); and

WHEREAS, Assignee desires to acquire Assignor's rights and title in and to the Intellectual Property and Assignor desires to assign to the Assignee its rights and title in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers, assigns and otherwise conveys to Assignee, all of Assignor's rights, title, and interest in, to, and under the following:

A. the patents included in the Intellectual Property, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including, without limitation, the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect;

B. the copyrights and applications for registration of copyrights included in the Intellectual Property, and all corresponding rights, including, without limitation, moral rights, that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect; and

C. all proceeds of the assets transferred pursuant to subsections 1(A) and 1(B) above, including, without limitation, the right to sue for, and collect on, (i) any claim by Assignor against third parties for past, present, or future infringement of the such transferred assets, and (ii) any income, royalties, or payments due or payable and related exclusively to such transferred assets as of the date of this assignment or thereafter.

2. Assignor authorizes the pertinent officials of the United States Patent and Trademark Office and the United States Copyright Office and the pertinent official of similar offices or governmental agencies in any applicable jurisdictions outside the United States to record the transfer of the patents, copyrights and related registrations and applications for registration set forth on Schedule A to Assignee as assignee of Assignor's entire rights, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect the assignment specified herein or to confirm Assignee's ownership of the Intellectual Property.

3. The terms of the Asset Purchase Agreement are incorporated herein by reference. Except as set forth herein, the rights and obligations of the Assignor and Assignee set forth in the Asset Purchase Agreement remain unmodified. Capitalized terms used herein or in the Schedule A hereto but not otherwise defined herein or in the Schedule 1 hereto shall have the respective meanings given to them in the Asset Purchase Agreement.

4. This Intellectual Property Transfer Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

5. This Intellectual Property Transfer Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page for Intellectual Property Transfer Agreement to follow*]

[*Signature Page for Intellectual Property Transfer Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Intellectual Property Transfer Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

CFFC PROMOTIONS, LLC

By: _____
Name: Robert J. Haydak
Title: CEO

ASSIGNEE:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

SCHEDULE A

PATENTS

[LIST]

COPYRIGHTS

[LIST]

Together with all other copyrights in and to all the copyrightable materials included in the Purchased Assets.

Exhibit E

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (the " Agreement"), dated as of _____ __, 2016 (the "Effective Date") is entered into by and between ALLIANCE MMA, INC., a Delaware corporation ("Company") and _____ an individual and resident of the State of _____ (the "Executive").

WHEREAS, the Company, CFFC PROMOTIONS, LLC, a New Jersey limited liability company ("Seller"), Robert J. Haydak, an individual and resident of the State of New Jersey ("Haydak"), Michael V. Constantino, an individual and resident of the State of New Jersey ("Constantino", and together with Haydak, the "Members") are parties to that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement") pursuant to which the Company acquired substantially all the assets of Seller's business (as more particularly defined in the Asset Purchase Agreement, the "Business");

WHEREAS, the execution and delivery of this Agreement by Executive was a condition to the purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement;

WHEREAS, also in connection with purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement, the Executive has been offered employment by the Company, and the Executive will have access to and be instrumental in developing and implementing critical aspects of the Company's strategic business plan; and

WHEREAS, the Executive is an owner of capital stock or options to acquire the capital stock of the Company and will otherwise personally benefit from the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of (i) the Company entering into the Asset Purchase Agreement, (ii) the employment or continued employment of the Executive by the Company, and (iii) the continued receipt and access to confidential, proprietary, and trade secret information associated with the Executive's position with the Company, the Executive and the Company agree as follows:

1 . Confidentiality. Executive understands and agrees that in the course of providing services to the Company, Executive may acquire confidential and/or proprietary information concerning the Company's operations, its future plans and its methods of doing business. Executive understands and agrees it would be extremely damaging to the Company if Executive disclosed such information to a competitor or made such information available to any other person. Executive understands and agrees that such information is divulged to Executive in strict confidence and Executive understands and agrees that Executive shall not use such information other than in connection with the Business and will keep such information secret and confidential unless disclosure is required by court order or otherwise by compulsion of law. In view of the nature of Executive's employment with the Company and the information that Executive has received during the course of Executive's employment, Executive also agrees that the Company would be irreparably harmed by any violation, or threatened violation of the agreements in this paragraph and that, therefore, the Company shall be entitled to an injunction prohibiting Executive from any violation or threatened violation of such agreements.

2 . Non-Competition and Non-Solicitation. The Executive acknowledges and agrees that the nature of the Company's confidential, proprietary, and trade secret information to which the Executive has, and will continue to have, access to derives value from the fact that it is not generally known and used by others in the highly competitive industry in which the Company competes. The Executive further acknowledges and agrees that, even in complete good faith, it would be impossible for the Executive to work in a similar capacity for a competitor of the Company without drawing upon and utilizing information gained during employment with the Company. Accordingly, at all times during the Executive's employment with the Company and for a period of three (3) years after termination, for any reason, of such employment, the Executive will not, directly or indirectly:

(a) Engage in any business or enterprise (whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than one percent (1%) of the outstanding capital stock of a company) that directly or indirectly competes with the Company's business or the business of any of its subsidiaries anywhere in the United States, including but not limited to any business or enterprise that develops, manufactures, markets, or sells any product or service that competes with any product or service developed, manufactured, marketed or sold, or planned to be developed, manufactured, marketed or sold, by the Company or any of its subsidiaries while the Executive was employed by the Seller or the Company; or

(b) Either alone or in association with others (i) solicit, or facilitate any organization with which the Executive is associated in soliciting, any employee of the Company or any of its subsidiaries to leave the employ of the Company or any of its subsidiaries; (ii) solicit for employment, hire or engage as an independent contractor, or facilitate any organization with which the Executive is associated in soliciting for employment, hire or engagement as a independent contractor, any person who was employed by the Company or any of its subsidiaries at any time during the term of the Executive's employment with the Seller or the Company or any of their respective subsidiaries (provided, that this clause (ii) shall not apply to any individual whose employment with the Seller, the Company or any of its subsidiaries has been terminated for a period of one year or longer); or (iii) solicit business from or perform services for any customer, supplier, licensee or business relation of the Seller or the Company or any of their respective subsidiaries, induce or attempt to induce, any such entity to cease doing business with the Company or any of its subsidiaries; or in any way interfere with the relationship between any such entity and the Company or any of its subsidiaries.

(c) Notwithstanding the foregoing, nothing contained in this Agreement shall preclude the Executive from managing or training mixed martial arts fighters or conducting single martial arts style (e.g., kick-boxing or boxing) promotional events even if such activities are arguably competitive with the business of the Company or any of its subsidiaries.

3 . Return of Property. Executive understands and agrees that all business information, files, research, records, memoranda, books, lists and other documents and tangible materials, including computer disks, and other hardware and software that he receives during his employment, whether confidential or not, are the property of the Company, and that, upon the termination of his services, for whatever reason, he will promptly deliver to the Company all such materials, including copies thereof, in his possession or under his control. Any analytical templates, books, presentations, reference materials, computer disks and other similar materials already rightfully owned by the Executive prior to the Effective Date shall remain the property of the Executive and any copies thereof obtained by or provided to the Company shall be returned or destroyed in a manner similar acceptable to the Executive.

4 . Not Employment Contract. The Executive acknowledges that this Non-Competition and Non-Solicitation Agreement does not constitute a contract of employment and, except as set forth in Executive Employment Agreement (to which this Agreement is ancillary), does not guarantee hat the Company or any of its subsidiaries will continue [his/her] employment for any period of time or otherwise change the at-will nature of [his/her] employment.

5 . Interpretation. If any restriction set forth in Section 2 is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to render the modified restriction valid, legal and enforceable. The parties intend that the non-competition and non-solicitation provisions contained in this Agreement shall be deemed to be a series of separate covenants, one for each and every county of each and every state of the United States of America where this provision is intended to be effective.

6 . Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7 . Waiver of Rights. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8 . Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and its subsidiaries and are considered by the Executive to be reasonable for such purpose. The Executive agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefore, in the event of any such breach, the Executive agrees that the Company, in addition to such other remedies that may be available, shall be entitled to specific performance and other injunctive relief.

9 . Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the State of Delaware (or, if appropriate, a federal court located within Delaware), and the Company and the Executive each consents to the jurisdiction of such a court.

10. Term. This Agreement shall be effective on the Effective Date. This Agreement shall expire on _____ __, 2019, provided the obligations of the Executive under Sections 2 shall survive for a period of three (3) years after expiration or termination. Notwithstanding the foregoing the obligations of the Executive under Sections 1 and 3 shall survive indefinitely.

THE EXECUTIVE ACKNOWLEDGES THAT [HE/SHE] HAS CAREFULLY READ THIS AGREEMENT, HAS SOUGHT INDEPENDENT COUNSEL TO ADVISE [HIM/HER] AS TO THE NATURE AND EXTENT OF [HIS/HER] OBLIGATIONS HEREUNDER AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

[*Signature Page to Non-Competition And Non-Solicitation Agreement Follows*]

[*Signature Page to Non-Competition And Non-Solicitation Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

COMPANY:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXECUTIVE:

By: _____

Exhibit F

TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT ("Agreement") dated as of _____ __, 2016 is entered into by and among CFFC PROMOTIONS, LLC, a New Jersey limited liability company ("Licensor") and ALLIANCE MMA, INC., a Delaware corporation ("Licensee") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Licensor, Licensee, Robert J. Haydak, an individual and resident of the State of New Jersey ("Haydak"), Michael V. Constantino, an individual and resident of the State of New Jersey ("Constantino", and together with Haydak, the "Members"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Licensor asserts that it is the sole and exclusive owner of the name "Cage Fury Fighting Championships" and "CFFC" and all logos, trademarks and service marks attendant thereto (the "Licensed Marks").

WHEREAS, in connection with the Asset Purchase Agreement, Licensor agreed to grant Licensee an exclusive license for use and exploitation of the Licensed Marks in connection with the Business as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
TERM AND TERMINATION

1 . 1 Term. The term of this Agreement and the rights granted and obligations assumed hereto, shall commence on the Closing Date and shall endure and remain in full force in perpetuity.

1.2 Termination. Notwithstanding anything contained in Section 1.1 to the contrary, this Agreement may be terminated at any time as follows:

(a) with the mutual consent of Licensor and Licensee;

(b) by Licensor upon termination by Licensee of any Executive Employment Agreement under circumstances other than for Cause;

(c) by Licensor, if it is not then in material breach of its obligations under the Asset Purchase Agreement and if (A) any of Licensee's representations and warranties contained in the Asset Purchase Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) of the Asset Purchase Agreement would not be satisfied, or (B) any of Licensee's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) of the Asset Purchase Agreement would not be satisfied; provided, however, that Licensor shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Licensee unless Licensee fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Licensor of such inaccuracy or breach.

ARTICLE 2
LICENSE GRANT AND RIGHTS

2.1 License.

(a) Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor, subject to the terms and conditions hereinafter set forth, a non-transferrable, exclusive, perpetual, royalty free, fully paid up, worldwide license to use and commercially exploit the Licensed Marks in connection with the Purchased Assets and the Business.

(b) The license granted in Section 2.1(a) above shall extent to the use of any of the Licensed Marks in connection with the distribution or other commercialization of any photograph, video, television broadcast, online distribution, electronic gamming, or other form of audio visual media format or transmission now known or in the future conceived, bearing the Licensed Marks.

2.2 Bankruptcy; Abandonment. As sole and exclusive owner of the Licensed Marks, Licensor agrees that in the event of bankruptcy, or appointment of a receiver or trustee for conserving or distributing its assets for the benefit of creditors the Licensed Marks shall, without notice, become the sole and exclusive property of Licensee, as of ninety-one (91) days prior to such event, and any and all rights of every kind and nature of Licensor in and to the Licensed Marks shall terminate.

ARTICLE 3
ENFORCEMENT OF RIGHTS

3.1 Joint Enforcement. Upon discovery of any infringement of the Licensed Marks at the option of either Licensor or Licensee, appropriate legal action in connection therewith shall be undertaken either jointly or separately by Licensor and Licensee. In the event that such action is taken jointly, each party shall contribute equally to the expenses of any such action. If any damages for infringement are awarded by a final decree or judgment to Licensor and Licensee, then after deducting all expenses arising from the litigation and reimbursing each contributing party for its contributions, the remainder shall be divided equally among the contributing parties.

3.2 Independent Enforcement. If one party shall not wish to join or continue in any such action, but the other party shall wish to institute or continue such action, said one party shall render all reasonable assistance to the other party in connection therewith at said other party's expense and said other party shall be entitled to retain all recoveries with respect to such action.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF LICENSOR

Licensor hereby represents and warrants to Licensee as follows:

4.1 Ownership. Licensor is the sole and exclusive owner of the Licensed Marks.

4.2 Authority. Licensor is authorized to grant the rights conferred hereby.

4 . 3 No Violation. The execution and delivery of this Agreement, the granting of the rights contained herein and the use of the Licensed Marks in accordance with the terms of this Agreement, will not violate any laws or regulations or violate or invalidate any agreement or documents to which Licensor is a party and by which Licensor is bound or to which the Licensed Marks is subject.

4.4 No Other Grants. To knowledge of Licensor, no person or entity is entitled to any claim for compensation from Licensee for the use of the Licensed Marks in accordance with the terms and conditions of this Agreement, and no Person or entity has been granted any right in or to the Licensed Marks or any part hereof, anywhere in the world.

4.5 Infringement. The Licensed Marks are not the subject of any pending adverse claim or, to the knowledge of Licensor, the subject of any threatened litigation or claim of infringement or misappropriation. To Licensor's knowledge, the Licensed Marks do not infringe on any Intellectual Property Rights of any third party.

ARTICLE 5
MISCELLANEOUS

5 . 1 Incorporation by Reference. Sections 12.1, 12.3, 12.5,12.7 through 12.13, 12.15, 12.17 and 12.18 of the Asset Purchase Agreement are hereby incorporate by reference provided that all references to Seller shall be deemed to refer to Licensor and all references to Buyer shall be deemed to refer to Licensee.

[*Signature Page to Trademark License Agreement Follows*]

[*Signature Page to Trademark License Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

LICENSOR:

CFFC PROMOTIONS, LLC

By: _____
Name: Robert J. Haydak
Title: CEO

LICENSEE:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

Exhibit G

OFFICER'S CERTIFICATE
OF
ALLIANCE MMA, INC.

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among CFFC PROMOTIONS, LLC, a New Jersey limited liability company ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), Robert J. Haydak, an individual and resident of the State of New Jersey ("Haydak"), Michael V. Constantino, an individual and resident of the State of New Jersey ("Constantino", and together with Haydak, the "Members"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Buyer on the Closing Date, that:

(a) he is the Chief Executive Officer of Buyer, and

(b) each of the conditions specified in clauses (a) through (f) of Section 8.1 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Buyer contained in Article 6 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller or the Members of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

ALLIANCE MMA, INC.

By: _____
Name:
Title: Chief Executive Officer

Exhibit H

OFFICER'S CERTIFICATE
OF
CFFC PROMOTIONS, LLC

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among CFFC PROMOTIONS, LLC, a New Jersey limited liability company ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), Robert J. Haydak, an individual and resident of the State of New Jersey ("Haydak"), Michael V. Constantino, an individual and resident of the State of New Jersey ("Constantino", and together with Haydak, the "Members"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Seller on the Closing Date, that:

(a) he is the Chief Executive Officer of Seller, and

(b) each of the conditions specified in clauses (a) through (j) of Section 8.2 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Seller and the Members contained in Article 5 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller and the Members contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Buyer of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

CFFC PROMOTIONS, LLC

By: _____
Name: Robert J. Haydak
Title: Chief Executive Officer

Exhibit 10.4

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date"), is entered into by and among PUNCH DRUNK, INC., a Washington corporation d/b/a COMBAT GAMES MMA (" Seller"), Joe DeRobbio, an individual and resident of the State of Washington ("DeRobbio"), and Jason Robinett, an individual and resident of the State of Washington ("Robinett" with each of DeRobbio and Robinett each a "Selling Stockholder" and collectively the "Selling Stockholders"), and ALLIANCE MMA, INC., a Delaware corporation ("Buyer").

WHEREAS, Seller is engaged in promoting and conducting mixed martial arts events at various venues under the "Combat Games MMA" brand (as more particularly defined herein, the "Business"); and

WHEREAS, the Buyer desires to purchase the assets of Seller and approximately six other companies (the "Target Companies") primarily engaged in the business of promoting and conducting mixed martial arts events throughout the United States or providing services related to such events; and

WHEREAS, the closing of the acquisition of the assets of the Target Companies, including the closing of the transactions contemplated by this Agreement (collectively, the " Target Company Transactions") will occur substantially contemporaneously with the consummation of an initial underwritten public offering of Buyer's common stock (as more particularly defined herein, the "IPO"); and

WHEREAS, the IPO and the Target Company Transactions will be described in a Registration Statement on Form S-1 of the Buyer (the "Registration Statement") that will be filed with the Securities and Exchange Commission ("Commission") pursuant to the Securities Act of 1933, as amended, and the rules and regulations thereunder ("Securities Act");

WHEREAS, the Selling Stockholders own all of the issued and outstanding equity interests of Seller; and

WHEREAS, the Selling Stockholders and the Seller wish to provide for the sale of substantially all of the assets and property rights now owned and held by the Seller that are used or usable in the Business to the Buyer on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. The following terms have the following meanings when used herein:

"Accounts Receivable" has the meaning set forth in Section 2.1(b).

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation that is pending by or before any Governmental Authority.

"Affiliate" shall mean a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, the terms "control," "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person and, in the case of an entity, shall require (i) in the case of a corporate entity, direct or indirect ownership of at least a majority of the securities having the right to vote for the election of directors, and (ii) in the case of a non-corporate entity, direct or indirect ownership of at least a majority of the equity interests with the power to direct the management and policies of such non-corporate entity.

"Agreement" means this Asset Purchase Agreement, including all Schedules and Exhibits hereto, as it may be amended from time to time in accordance with its terms.

"Assignment and Assumption Agreement" means the Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit A.

"Assumed Contracts" has the meaning set forth in Section 2.1(d).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Bill of Sale, Conveyance and Assignment" means the Bill of Sale, Conveyance and Assignment in substantially the form attached hereto as Exhibit B.

"Business" means the business of promoting, sponsoring and otherwise commercializing mixed martial arts events including live, televised and pay-per-view events and the commercial exploitation of related products and services at such events, under the "Combat Games MMA" brand, and for purposes of any non-compete or non-solicitation provision of this Agreement or any other Transaction Document, any similar business regardless of the name such business is conducted under. For purposes of clarification, the Business shall not be deemed to include the Gym Business or the Training Business.

"Business Day" means any day of the year on which national banking institutions in Washington are open to the public for conducting business and are not required or authorized to close.

"Business Employees" has the meaning set forth in Section 5.17.

"Buyer" has the meaning set forth in the preamble hereto.

"Claim" has the meaning set forth in Section 10.4.

"Claim Notice" has the meaning set forth in Section 10.4.

"Claimed Amount" has the meaning set forth in Section 10.4.

"Closing" means the closing of the purchase and sale of the Purchased Assets contemplated by this Agreement which shall occur substantially concurrently with the closing of the IPO.

"Closing Date" means the date set forth in Section 4.1.

"Code" has the meaning set forth in Section 3.4.

"Collateral Sources" has the meaning set forth in Section 10.5(c).

"Commission" means the U.S. Securities and Exchange Commission.

"Common Stock" means the common stock of Buyer $0.001 par value per share.

"Confidential Information" has the meaning set forth in Section 12.3.

"Employee Plan" has the meaning set forth In Section 5.16.

"Encumbrance" shall mean any interest, consensual or otherwise, in property, whether real, personal or mixed property or assets, tangible or intangible, securing an obligation owed to, or a claim by a third Person, or otherwise evidencing an interest of a Person other than the owner of the property, whether such interest is based on common law, statute or contract, and including, but not limited to, any security interest, security title or lien arising from a mortgage, recordation of abstract of judgment, deed of trust, deed to secure debt, encumbrance, restriction, charge, covenant, claim, exception, encroachment, easement, right of way, license, permit, pledge, conditional sale, option trust (constructive or otherwise) or trust receipt or a lease, consignment or bailment for security purposes and other title exceptions and encumbrances affecting the property.

"Equipment" has the meaning set forth in Section 2.1(c).

"Excluded Assets" has the meaning set forth in Section 2.2.

"Executive Employment Agreement" means the Executive Employment Agreement entered into by and between Buyer and DeRobbio in substantially the form attached hereto as Exhibit C.

"Fighter Contract" has the meaning set forth in Section 5.21.

"Final Purchase Price Allocation" has the meaning set forth in Section 3.4.

"Governmental Authority" means any government or governmental or regulatory, judicial or administrative, body thereof, or political subdivision thereof, whether foreign, federal, state, national, supranational or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Gross Profit" has the meaning set forth in Section 3.2.

"Gym Business" means the business of operating NorthShore MMA Academy located in Woodinville, WA which is owned by DeRobbio and any successor to such business.

"Indemnified Person" has the meaning set forth in Section 10.3(a).

"Indemnifying Person" has the meaning set forth in Section 10.3(a).

"Intellectual Property Rights" means all intellectual property and other proprietary rights, protected or protectable, under the laws of the United States or any political subdivision thereof, including, without limitation (i) copyrights (including but not limited to all copyrights in Seller's MMA event video library and fighter photographs and other copyrighted works); (ii) all computer software, trade secrets and market and other data, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other proprietary information, whether or not reduced to practice, and rights to limit the use or disclosure of any of the foregoing by any Person; (iii) all domestic and foreign patents and the registrations, applications, renewals, extensions, divisional applications and continuations (in whole or in part) thereof; and (iv) and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (i) through (iii) above. For purposes of clarification, Intellectual Property Rights shall not include any trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers together with all goodwill associated therewith which are licensed by Seller to Buyer pursuant to the Trademark License Agreement.

"Intellectual Property Transfer Agreement" means the Intellectual Property Transfer Agreement in substantially the form attached hereto as Exhibit D.

"Inventory" has the meaning set forth in Section 2.1(h).

"IPO" means an underwritten public offering of shares of Common Stock or other equity interests which generates cash proceeds sufficient to close on the Target Company Transactions pursuant to which the Common Stock or other equity interests will be listed or quoted on a Trading Market.

"IPO Price" means the price to the public reflected in the prospectus of the Buyer relating to the IPO that is first filed by the Buyer with the Commission pursuant to Rule 424(b) promulgated under the Securities Act.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation (including rules of any self-regulatory organization).

"Liability" has the meaning set forth in Section 2.3.

"Lock-Up Agreement" means that certain Lock-Up Agreement entered into by and among Selling Stockholder, the Buyer and the underwriters participating in the IPO in substantially the form executed by each Person serving as an officer, director or 1% shareholder of Buyer or being issued shares of Common Stock in connection with the Target Company Transactions restricting the sale, transfer (other than for estate planning purposes), or other disposition of Common Stock held by such Person for a period of 180 days from the Closing Date.

"Losses" has the meaning set forth in Section 10.4.

"Most Recent Financial Statements" has the meaning set forth in Section 5.14.

"Non-Competition and Non-Solicitation Agreement" means that certain Non-Competition and Non-Solicitation Agreement in substantially the form attached hereto as Exhibit E.

"Order" shall mean any: (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court or other Governmental Authority; or (b) agreement with any Governmental Authority entered into in connection with any Proceeding.

"Other Agreements" means, collectively, the Assignment and Assumption Agreement, the Bill of Sale, Conveyance and Assignment, the Intellectual Property Transfer Agreement, the Non-Competition and Non-Solicitation Agreement, the Executive Employment Agreement, and the Trademark License Agreement.

"Permits" means all material permits, licenses, franchises and other authorizations of any Governmental Authority possessed by or granted to Seller in connection with the Business.

"Permitted Encumbrances" means (i) Encumbrances set forth on Schedule 2.1, (ii) the Assumed Liabilities and any Encumbrances securing the same, (iii) any Encumbrance in favor of a Person claiming by or through Buyer, (iv) any Encumbrance which will be released at Closing, and (v) the lien for ad valorem taxes not yet due or payable.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, trust or unincorporated organization, governmental entity, government or any agency or political subdivision thereof.

"Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

"Purchase Price" has the meaning set forth in Section 3.1.

"Purchased Assets" has the meaning set forth in Section 2.1.

"Registration Statement" has the meaning set forth in the recitals.

"Seller" has the meaning set forth in the preamble hereto.

"Target Companies" has the meaning set forth in the recitals.

"Target Company Transactions" has the meaning set forth in the recitals.

"Trademark License Agreement" means that certain Trademark License Agreement in substantially the form attached hereto as Exhibit F.

"Training Business" means the business of training MMA fighters and other MMA professionals.

"Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the American Stock Exchange, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

"Taxes" shall mean all taxes, charges, fees, duties, levies or other assessments, including, without limitation, income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, goods and services, license, payroll, unemployment, environmental, customs duties, capital stock, disability, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational and interest equalization, windfall profits, severance and employees' income withholding, social security and similar employment taxes or any other taxes imposed by the United States or any other foreign country or by any state, municipality, subdivision or instrumentality of the Unites States or of any other foreign country or by any other tax authority, including all applicable penalties and interest, and such term shall include any interest, penalties or additions to tax attributable to such taxes.

"Third Party Claim" has the meaning set forth in Section 10.3(a).

"Third-Party Claim Notice" has the meaning set forth in Section 10.3(a).

"Transferred Intellectual Property" has the meaning set forth in Section 2.1(k).

"Unaudited Financial Statements" has the meaning set forth in Section 5.14.

"U.S. GAAP" means U.S. Generally Accepted Accounting Principles.

"1060 Forms" has the meaning set forth in Section 3.4.

ARTICLE 2
PURCHASE AND SALE

2 . 1 Agreements to Purchase and Sell. Subject to the terms and conditions contained herein, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, free and clear from all Encumbrances (except the Permitted Encumbrances), all of Seller's right, title and interest in and to all of the properties, assets, and other rights of every kind and nature, whether tangible or intangible, real or personal, owned, leased, licensed or otherwise held by Seller as of the Closing, in each case to the extent primarily relating to or used in the Business regardless of where such assets are located (collectively, the "Purchased Assets"), including but not limited to the following:

(a) all cash needed to conduct the Seller's first scheduled promotion following the Closing;

(b) all accounts receivable, notes and notes receivable and other receivables (whether or not billed) relating to the Business (collectively, the "Accounts Receivable") to the extent needed to satisfy Seller's cash outlays for its first scheduled promotion following the Closing;

(c) Other than as set forth on Schedule 2.1(c), all lighting, trusses, machinery, tools, spare parts, vehicles furniture, fixtures, fighter cages and other equipment and other tangible personal property (excluding Inventory) of the Business (collectively, the "Equipment"), including such Equipment identified on Schedule 2.1(c), and all transferrable warranties and guarantees, if any, express or implied, existing for the benefit of Seller in connection with the Equipment;

(d) all contracts and agreements of Seller, to the fullest extent assignable, including, without limitation, leases, licenses, sponsorship agreements, agreements with fighters and managers, employment agreements, non-competition and non-solicitation agreements, agreements with event venues, open quotations and bids from or to Seller's suppliers, customers or potential customers, and other agreements, whether oral or written, relating to or used in the Business, including those identified on Schedule 2.1(d) (collectively, the "Assumed Contracts");

(e) all rights under the all leases and subleases of real property relating to or used in the Business and listed on Schedule 2.1(e) ("Real Estate Leases");

(f) all deposits, prepayments and prepaid expenses or other similar current assets used in the Business;

(g) all transferable approvals, authorizations, certifications, consents, variances, permissions, licenses and Permits to or from, or filings, notices or recordings to or with, any Governmental Authority used in the Business;

(h) all inventory, including all raw materials, work-in-process, finished goods, packaging materials, office supplies, maintenance supplies, spare parts and similar items used or intended for use in connection with the Business ("Inventory");

(i) all leasehold improvements constructed by Seller or provided by landlords for Seller, subject to the rights and obligations under the Real Estate Leases;

(j) all sales and marketing information, including all customer records and sales history with respect to customers (including invoices), sales and marketing records, price lists, documents, correspondence, studies, reports, and all other books, ledgers, files, and records of every kind, tangible data, customer lists (including appropriate contact information), vendor and supplier lists, service provider lists, promotional literature and advertising materials, catalogs, data books and records, of the Seller, relating to the Business;

(k) all Intellectual Property Rights related to the Business, including the goodwill of the business related thereto (collectively, the "Transferred Intellectual Property");

(l) all records, reports and information files of Seller relating to the Business (including business development and development history files);

(m) all claims, warranties, guarantees, refunds, causes of action, defenses, counterclaims, rights of recovery, rights of set-off and rights of recoupment of every kind and nature (including rights to insurance proceeds) related to the Business, received after the Closing Date with respect to damage, non-conformance of or loss to the Purchased Assets, except for any of the foregoing to the extent they arise under the Excluded Assets;

(n) to the extent transferable, all telephone and facsimile numbers and Internet domain addresses, in each case related to the Purchased Assets, including, without limitation, those described on Schedule 2.1 (n);

(o) all other assets used in connection with the Business and not retained by Seller pursuant to Section 2.2.

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, Seller shall not sell, transfer or assign, and Buyer shall not purchase or otherwise acquire, the following assets of Seller (such assets being collectively referred to hereinafter as the "Excluded Assets"):

(a) all rights of Seller arising under this Agreement, the Other Agreements or from the consummation of the transactions contemplated hereby or thereby;

(b) all corporate minute books, stock records and Tax returns (including all work papers relating to such Tax returns) of Seller and such other similar corporate books and records of Seller as may exist on the Closing Date;

(c) all claims and rights to refunds of Taxes paid by or on behalf of Seller;

(d) all assets of any employee benefit plan, arrangement, or program maintained or contributed to by Seller;

(e) all licenses and approvals of any Governmental Authority related to the Business that are personal to Seller and non-transferrable (provided that all MMA promotion licenses needed to conduct the Business will be transferred to or associated with the Buyer to the extent permitted by the relevant Governmental Authority);

(f) all employee, personnel and other records that Seller is required by Law to retain in its possession;

(g) all capital stock held in treasury;

(h) notes receivable from employees or shareholders of Seller; and

(i) the items set forth on Schedule 2.2.

2.3 Liabilities of Seller; Assumed Liabilities. Buyer is not assuming and shall not be held responsible for nor shall be required to assume or be obligated to pay, discharge or perform, any debts, taxes, adverse claims, obligations or liabilities of Seller of any kind or nature or at any time existing or asserted, whether fixed, contingent or otherwise, whether in connection with the Purchased Assets, the Business or otherwise and whether arising before or after the consummation of the transactions contemplated by this Agreement, or bear any cost or charge with respect thereto, including without limitation, any accounts or notes payable, Taxes, warranty or personal injury claims accrued prior to the Closing, commissions, union contracts, unemployment contracts, profit sharing, retirement, pension, bonus, hospitalization, vacation or other employee benefits or any employment or old-age benefits relating to the employees of Seller. Notwithstanding the foregoing, on the Closing Date, Buyer shall assume and agrees to timely pay, perform and discharge the following Liabilities of Seller (collectively referred to as the "Assumed Liabilities"):

(a) all Liabilities and all obligations arising after the Closing Date under the Assumed Contracts, other than any Liability arising out of or relating to a breach of any Assigned Contract that occurred prior to the Closing Date; and

(b) all Liabilities or other claims related to the Business, that arise from acts performed by, or omissions of, Buyer after the Closing Date or that arise from ownership and operation of the Purchased Assets and Business after the Closing Date.

For purposes of this Agreement, "Liability" means any debt, obligation, duty or liability of any nature (including unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with U.S. GAAP and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

2.4 Procedures for Purchased Assets not Transferable. If any property or other rights included in the Purchased Assets are not assignable or transferable either by virtue of the provisions thereof or under applicable law without the consent of some third party or parties, Seller shall use its commercially reasonable efforts to obtain such consents after the execution of this Agreement, but prior to the Closing, and Buyer shall use its commercially reasonable efforts to assist in that endeavor. If any such consent cannot be obtained prior to the Closing and the Closing occurs, this Agreement, the Other Agreements and the related instruments of transfer shall not constitute an assignment or transfer of the Purchased Asset regarding which such consent was not obtained and Buyer shall not assume Seller's obligations with respect to such Purchased Asset, but Seller shall use its commercially reasonable efforts to obtain such consent as soon as reasonably possible after the Closing or otherwise obtain for Buyer the practical benefit of such property or rights and Buyer shall use its commercially reasonable efforts to assist in that endeavor. For purposes of this Section 2.4 only and not for the purposes of the rest of this Agreement, commercially reasonable efforts shall not include any requirement of either party to expend money, commence any litigation or offer or grant any accommodation (financial or otherwise) to any third party. So long as Seller and the Selling Stockholders satisfy their obligations under this Section 2.4 with regard to any property or rights not assignable or transferable and the Closing occurs, there shall be no offset or indemnification for (i) a failure of a third party to consent to an assignment, or (ii) any other cause outside Seller and Selling Stockholders control preventing assignment.

ARTICLE 3
PURCHASE PRICE

3 . 1 Purchase Price. The purchase price ("Purchase Price") for the Purchased Assets shall be $420,000, subject to the Earn Out adjustment pursuant to Section 3.2.

3 . 2 Adjustments to Purchase Price. To the extent the Gross Profit generated from the Purchased Assets exceeds $80,000 for the full calendar year following the Closing, the Purchase Price will be adjusted upward proportionately such that each additional dollar of Gross Profit in excess of $80,000 will increase the Purchase Price by seven (7) dollars (the "Earn Out"). The Earn Out will be computed by the Company and confirmed by its accountants in the quarter following the full calendar year following the Closing. The methodology (including allocations of corporate revenue and expenses to the Purchased Assets and the Business) for determining the Earn Out will be consistently applied by Buyer to each of the Target Companies. Buyer will apply an allocation of any corporate revenues that are generated in whole or in part by the Purchased Assets or the Business to the Purchased Assets and the Business, and such allocation shall be commercially reasonable and proportionate in relation to the other Target Companies. The Earn Out will be paid to the Selling Stockholders, in proportion to their ownership interests in Seller, in shares of Common Stock valued at the lesser of (i) the IPO Price and (ii) the trailing 20 day VWAP for the Common Stock on the Trading Market as reported by Bloomberg, L.P. as of the date Buyer reports its quarterly report on Form 10-Q for the quarter following the full calendar year following the Closing. As used in this Agreement and the Other Agreements, "Gross Profit" means total revenue minus the cost of revenue as determined by US GAAP, consistently applied. THE SELLER ACKNOWLEDGES THAT DEROBBIO'S SALARY WILL BE DEEMED AN EXPENSE OF THE BUSINESS AND SHALL BE INCLUDED IN COST OF REVENUE FOR PURPOSES OF DETERMINING THE EARN OUT.

3.3 Payment of Purchase Price. The Purchase Price shall be paid as follows :

(a) to the Selling Stockholders, in proportion to their ownership interests in Seller, eighty thousand dollars ($80,000) in cash; and

(b) to the Selling Stockholders in proportion to their ownership interests in Seller, the number of shares of Common Stock (rounded to the nearest whole number) equal to $340,000 divided by the IPO Price.

3 . 4 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets and the Assumed Liabilities in accordance with Schedule 3.4 (the "Final Purchase Price Allocation"), which has been prepared in accordance with the rules under Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent the Purchase Price is adjusted under Section 3.2, the parties shall adjust the Final Purchase Price Allocation consistent with Schedule 3.4 and the rules under Section 1060 of the Code to reflect such adjustment to the Purchase Price. The parties recognize that the Purchase Price does not include Buyer's acquisition expenses and that Buyer will allocate such expenses appropriately. The parties agree to act in accordance with the computations and allocations contained in the Final Purchase Price Allocation in any relevant Tax returns or filings (including any forms or reports required to be filed pursuant to Section 1060 of the Code or any provisions of local, state and foreign law ("1060 Forms")), and to cooperate in the preparation of any 1060 Forms and to file such 1060 Forms in the manner required by applicable law. Neither Buyer nor Seller shall take any position (whether in audits, Tax returns, or otherwise) that is inconsistent with the Final Purchase Price Allocation unless required to do so by applicable law.

ARTICLE 4
CLOSING

4.1 Closing Date. The Closing shall take place substantially concurrently with the closing of the IPO (such date, the "Closing Date") at a place and location to be agreed upon between Buyer and Seller, subject to the satisfaction or waiver of each of the conditions set forth in Article 8.

4.2 Transactions at Closing. At the Closing, subject to the terms and conditions hereof:

(a) Transfer of Purchased Assets and Seller's Closing Deliveries. Seller shall transfer and convey or cause to be transferred and conveyed to Buyer all of the Purchased Assets and Seller and Buyer shall execute and Seller shall deliver to Buyer each of the Other Agreements and such other good and sufficient instruments of transfer and conveyance as shall be necessary to vest in Buyer title to all of the Purchased Assets or as shall be reasonably requested by the Buyer. The Seller shall also deliver to Buyer the Seller Officer's Certificate required by Section 8.2(b) and all other documents required to be delivered by Seller at Closing pursuant hereto.

(b) Payment of Purchase Price, Assumption of Assumed Liabilities and Buyer's Closing Deliveries. In consideration for the transfer of the Purchased Assets and other transactions contemplated hereby Buyer shall deliver the Purchase Price to the Seller and shall execute and deliver to Seller the Bill of Sale, Conveyance and Assignment and the Assignment and Assumption Agreement, whereby Buyer assumes the Assumed Liabilities, and each of the Other Agreements, as well as the Buyer Officer's Certificate required by Section 8.1(b) and all other documents required to be delivered by Buyer at Closing pursuant hereto or as shall be reasonably requested by Seller.

(c) Notification of transfer of Purchased Assets. At or before the Closing, Seller will notify all parties to the contracts specified on Schedule 5.7 hereto of the transfer of the Purchased Assets to Buyer and provide copies of such notices to Buyer.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLER AND THE SELLING STOCKHOLDERS

Seller and the Selling Stockholders, jointly and severally, represent and warrant to Buyer as follows:

5 . 1 Organization. Seller is a corporation duly organized and validly existing in good standing under the laws of the State of Washington, duly qualified to transact business as a foreign entity in such jurisdictions where the nature of its Business makes such qualification necessary, except as to jurisdictions where the failure to qualify would not reasonably be expected to have a material adverse effect on the Business of the Seller or the Purchased Assets, and has all requisite corporate power and authority to own, lease and operate the Purchased Assets and to carry on its Business, as now being conducted.

5.2 Due Authorization.

(a) Seller has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements, and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Seller, including approval of this Agreement and the Other Agreements by the board of directors of the Seller.

(b) Subject to obtaining any consents of Persons listed on Schedule 5.7, the signing, delivery and performance of this Agreement and the Other Agreements by Seller is not prohibited or limited by, and will not result in the breach of or a default under, or conflict with any obligation of Seller with respect to the Purchased Assets under (i) any provision of its certificate of incorporation, by-laws or other organizational documentation of Seller, (ii) any material agreement or instrument to which Seller is a party or by which it or its properties are bound, (iii) any authorization, judgment, order, award, writ, injunction or decree of any Governmental Authority which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, or (iv) any applicable law, statute, ordinance, regulation or rule which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, and, will not result in the creation or imposition of any Encumbrance on any of the Purchased Assets. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Seller and constitutes, or, in the case of the Other Agreements, will constitute, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

5.3 Equipment and other Purchased Assets. Other than as set forth on Schedule 5.3, the Equipment and other Purchased Assets owned by, in the possession of, or used by Seller, in connection with the Business is in good condition and repair, ordinary wear and tear excepted, and is usable in the ordinary course of business.

5 . 4 Title. Other than as set forth on Schedule 5.4, the Purchased Assets are owned legally and beneficially by Seller with good and transferable title thereto, free and clear of all Encumbrances other than Permitted Encumbrances. At the Closing, Buyer will receive legal and beneficial title to all of the Purchased Assets, free and clear of all Encumbrances, except for the Permitted Encumbrances and Assumed Liabilities, and subject to obtaining any consents of Persons listed on Schedule 5.7.

5.5 Intellectual Property. Identified on Schedule 5.5 is a complete and accurate list of all Intellectual Property Rights used by Seller in the Business. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is owned free and clear of all Encumbrances or has been duly licensed for use by Seller and all pertinent licenses and their respective material terms are set forth on Schedule 5.5. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is not the subject of any pending adverse claim or, to Seller's knowledge, the subject of any threatened litigation or claim of infringement or misappropriation. Except as set forth on Schedule 5.5, the Seller has not violated the terms of any license pursuant to which any part of the Transferred Intellectual Property has been licensed by the Seller. To Seller's knowledge, except as set forth on Schedule 5.5, the Transferred Intellectual Property does not infringe on any Intellectual Property Rights of any third party. To the Seller's knowledge the Transferred Intellectual Property together with the rights granted under the Trademark License Agreement constitutes all of the Intellectual Property Rights necessary to conduct the Business as presently conducted. Except as set forth on Schedule 5.5, the Transferred Intellectual Property will continue to be available for use by Buyer from and after the Closing at no additional cost to Buyer.

5.6 Litigation. Except as set forth on Schedule 5.6, there is no suit (at law or in equity), claim, action, judicial or administrative proceeding, arbitration or governmental investigation now pending or, to the best knowledge of Seller threatened, (i) arising out of or relating to any aspect of the Business, or any part of the Purchased Assets, (ii) concerning the transactions contemplated by this Agreement, or (iii) involving Seller, its shareholders, or the officers, directors or employees of Seller in reference to actions taken by them in the conduct of any aspect of the Business.

5.7 Consents. Except as set forth on Schedule 5.7, no notice to, filing with, authorization of, exemption by, or consent of any Person is required for Seller to consummate the transactions contemplated hereby.

5.8 Brokers, Etc. No broker or investment banker acting on behalf of Seller or under the authority of Seller is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Seller.

5.9 Absence of Undisclosed Liabilities. To Seller's knowledge, Seller has not incurred any material liabilities or obligations with respect to the Purchased Assets (whether accrued, absolute, contingent or otherwise), which continue to be outstanding, except as otherwise expressly disclosed in this Agreement.

5.10 Assumed Contracts. All current and complete copies of all Assumed Contracts (which shall be deemed to include all Fighter Contracts) have been delivered to or made available to the Buyer. Except as set forth on Schedule 5.10, the Assumed Contracts are all in full force and effect and, to Seller's knowledge, there are no outstanding material defaults or violations under such Assumed Contracts on the part of the Seller or, to the knowledge of the Seller, on the part of any other party to such Assumed Contracts, except for such defaults as will not have a material adverse effect on the Business or Purchased Assets, taken as a whole. Except as set forth on Schedule 5.10, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any Assumed Contract, other than in connection with negotiations for renewals and amendments in the ordinary course of business.

5.11 Tax Matters. In each case except as would not reasonably be expected to have a material adverse effect on the Purchased Assets:

(a) No failure, if any, of the Seller to duly and timely pay all Taxes, including all installments on account of Taxes for the current year, that are due and payable by it will result in an Encumbrance on the Purchased Assets;

(b) There are no proceedings, investigations, audits or claims now pending or threatened against the Seller in respect of any Taxes, and there are no matters under discussion, audit or appeal with any governmental authority relating to Taxes, which will result in an Encumbrance on the Purchased Assets;

(c) The Seller has duly and timely withheld all Taxes and other amounts required by law to be withheld by it relating to the Purchased Assets (including Taxes and other amounts relating to the Purchased Assets required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the account or benefit of any Person, including any employees, officers or directors and any non-resident Person), and has duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required by law to be remitted by it; and

(d) The Seller has duly and timely collected all amounts on account of any sales or transfer Taxes, including goods and services, harmonized sales and provincial or territorial sales Taxes with respect to the Purchased Assets, required by law to be collected by it and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by law to be remitted by it.

5.12 Scope of Rights in Purchased Assets. Except as set forth on Schedule 5.12, the rights, properties, and assets included in the Purchased Assets include substantially all of the rights, properties, and assets, of every kind, nature and description, wherever located, that Seller believes are necessary to own, use or operate the Business.

5.13 Compliance with Laws. Seller is in compliance with all laws applicable to the Business, except where the failure to be in compliance would not have a material adverse effect on the Purchased Assets or the Business. Seller has not received any unresolved written notice of or been charged with the violation of any laws applicable to the Business except where such charge has been resolved. Except as set forth on Schedule 5.13, there are no pending or, to the knowledge of the Seller, threatened actions or proceedings by any Governmental Authority, which would prohibit or materially impede the Business.

5.14 Financial Statements. Seller has provided to Buyer for inclusion in the Registration Statement copies of the audited balance sheet of the Seller at December 31, 2013 and December 31, 2014 and the related statements of income and cash flows for the years then ended (collectively, the "Audited Financial Statements") together with the unaudited balance sheet of the Seller at September 30, 2015 and the related statements of income and cash flows for the nine months then ended (referred to as the "Most Recent Financial Statements". Except as set forth on Schedule 5.14, such Audited Financial Statements and Most Recent Financial Statements have been compiled in accordance with U.S. GAAP and fairly present, in all material respects, the net assets of the Business at December 31, 2014 and for the nine months ended September 30, 2015 and the operating profit or loss of the Business.

5.15 Absence of Certain Changes. Except as contemplated by this Agreement, reflected in the Most Recent Financial Statements or set forth on Schedule 5.15, since December 31, 2014, (i) the Business has been conducted in all material respects in the ordinary course of business and (ii) neither Seller nor the Selling Stockholders have taken any of the following actions:

(a) sold, assigned or transferred any material portion of the Purchased Assets other than (i) in the ordinary course of business or (ii) sales or other dispositions of obsolete or excess equipment or other assets not used in the Business;

(b) cancelled any indebtedness other than in the ordinary course of business, or waived or provided a release of any rights of material value to the Business or the Purchased Assets;

(c) except as required by Law, granted any rights to severance benefits, "stay pay", termination pay or transaction bonus to any Business Employee or increased benefits payable or potentially payable to any such Business Employee under any previously existing severance benefits, "stay-pay", termination pay or transaction bonus arrangements (in each case, other than grants or increases for which Buyer will not be obligated following the Closing);

(d) except in the ordinary course of business, made any capital expenditures or commitments therefor with respect to the Business in an amount in excess of $50,000 in the aggregate;

(e) acquired any entity or business (whether by the acquisition of stock, the acquisition of assets, merger or otherwise), other than acquisitions that have not or will not become integrated into the Business;

(f) amended the terms of any existing Employee Plan, except for amendments required by Law;

(g) changed the Tax or accounting principles, methods or practices of the Business, except in each case to conform to changes required by Tax Law, in U.S. GAAP or applicable local generally accepted accounting principles;

(h) amended, cancelled (or received notice of future cancellation of) or terminated any Assumed Contract which amendment, cancellation or termination is not in the ordinary course of business;

(i) materially increased the salary or other compensation payable by Seller to any Business Employee, or declared or paid, or committed to declare or pay, any bonus or other additional payment to and Business Employees, other than (A) payments for which Buyer shall not be liable after Closing, (B) customary compensation increases and (C) bonus awards or payments under existing bonus plans and arrangements awarded to Business Employees which have been awarded or paid in the ordinary course of business;

(j) failed to make any material payments under any Assumed Contracts or Permits as and when due (except where contested in good faith or cured by Seller) under the terms of such Assumed Contracts or Permits;

(k) suffered any material damage, destruction or loss relating to the Business or the Purchased Assets, not covered by insurance;

(l) incurred any material claims relating to the Business or the Purchased Assets not covered by applicable policies of liability insurance within the maximum insurable limits of such policies;

(m) mortgaged, sold, assigned, transferred, pledged or otherwise placed an Encumbrance on any Purchased Asset, except in the ordinary course of business, as otherwise set forth herein or that will be released at Closing;

(n) transferred, granted, licensed, assigned, terminated or otherwise disposed of, modified, changed or cancelled any material rights or obligations with respect to any of the Transferred Intellectual Property, except in the ordinary course of business; or

(o) entered into any agreement or commitment to take any of the actions set forth in paragraphs (a) through (n) of this Section 5.15.

5.16 Employee Benefit Plans. Attached on Schedule 5.16 is a list of all qualified and non-qualified pension and welfare benefit plans of Seller (the "Employee Plans"). Each of the Employee Plans has been operated in accordance with its terms, does not discriminate (as that term is defined in the Code) and will, along with all other bonus plans, incentive or compensation arrangements provided by Seller to or for its employees, be terminated by Seller immediately following Closing. All payments due from Seller pursuant thereto have been paid.

5.17 Business Employees. Attached on Schedule 5.17 is a list of all employees of Seller (collectively, the "Business Employees"), their current salaries or compensation, a listing of commission arrangements, a list of commitments for future salary or compensation increases, and the last salary raise with dates and amounts. Schedule 5.17 lists all individuals with whom Seller has employment, consulting, representative, labor, non-compete or any other restrictive agreements. Except as set forth on Schedule 5.17, Seller has not entered into any severance or similar arrangement with respect of any Business Employee (or any former employee or consultant) that will result in any obligation (absolute or contingent) of Buyer or Seller to make any payment to any Business Employee (or any former employee or consultant) following termination of employment. For the avoidance of doubt, no fighter under a Fighter Contract shall be deemed a Business Employee, nor shall such person be construed as an independent contractor, or agent of the Seller or any Selling Stockholder under this Agreement or any Other Agreement.

5.18 Labor Relations. Except as set forth on Schedule 5.18, Seller has complied in all material respects with all federal, state and local laws, rules and regulations relating to the employment of labor including those related to wages, hours and the payment of withholding and unemployment Taxes. Seller has withheld all amounts required by law or agreement to be withheld from the wages or salaries of its employees and is not liable for any arrearage of wages or any Taxes or penalties for failure to comply with any of the foregoing.

5.19 Sponsors, Vendors and Suppliers. Attached on Schedule 5.19 is a complete and accurate list of (i) the five (5) largest sponsors of Seller in terms of revenue during the period from January 1, 2014 through June 30, 2015, showing the approximate total amount of sponsorship revenue by Seller from each such sponsor during such period; and (ii) the five (5) largest vendors and suppliers (whether of production services, event venues, equipment, fighter managers, etc.) to Seller in terms of purchases or payments made by Seller to such vendor or supplier during the period from January 1, 2014 through June 30, 2015, showing the approximate total purchases or payments by Seller from each such supplier during such period. Except as set forth on Schedule 5.19 and to Seller's knowledge, as of the date of this Agreement there has been no adverse change in the business relationship of Seller with any sponsor or supplier named on Schedule 5.19 that is material to the Business or the financial condition of Seller.

5.20 Conflict of Interest. Except as set forth on Schedule 5.20, neither Seller nor the Selling Stockholders have any direct or indirect interest (except through ownership of less than five percent (5%) of the outstanding securities of corporations listed on a national securities exchange or registered under the Securities Exchange Act of 1934, as amended) in (i) any entity which does business with Seller or is competitive with the Business, or (ii) any property, asset or right which is used by Seller in the conduct of its Business.

5.21 Fighters Under Contract. Schedule 5.21 sets forth each agreement to which the Seller or Selling Stockholders is a party with any professional mixed martial arts fighter and the economic terms of each such agreement (each a "Fighter Contract"). Each Fighter Contract is in full force and effect and, to Seller's knowledge, there are no outstanding material defaults or violations under any such Fighter Contract on the part of the Seller or, to the knowledge of the Seller, on the part of any other party to such Fighter Contract, except for such defaults as will not have a material adverse effect on the Business or Purchased Assets, taken as a whole. Except as set forth on Schedule 5.21, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any Fighter Contract, other than in connection with negotiations for renewals and amendments in the ordinary course of business.

5.22 Inventories. All Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, has been purchased in the ordinary course of business, is free from material defects, consists of goods of the kind, quantity and quality regularly used and sold in the Business. The Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, is merchantable and fit for its intended purpose and Seller has not, is not contemplating, nor has any reason to believe that a recall of such items or any items previously sold by Seller is necessary or warranted.

5.23 Accounts Receivable. All of the Accounts Receivable are (and as of the Closing Date will be) bona fide receivables subject to no counterclaims or offsets and arose in the ordinary course of business. At the Closing and except for Permitted Encumbrances, no person or entity will have any lien on such Accounts Receivable or any part thereof, and no agreement for deduction, free goods, discount or other deferred price or quantity adjustment will have been made with respect to any such Accounts Receivable.

5.24 Insurance. Seller maintains (i) insurance on all the Purchased Assets covering property damage by fire or other casualty which it is customary for Seller to insure, (ii) insurance protection against all liabilities, claims, and risks against which it is customary for Seller to insure, and (iii) insurance for worker's compensation and unemployment, products liability, and general public liability. All of such policies are consistent with past practices of Seller. Seller is not in default under any of such policies or binders. Such policies and binders are in full force and effect on the date hereof and shall be kept in full force and effect through the Closing Date.

5.25 Payment of Debts. Except for those liabilities assumed by Buyer pursuant to Section 2.3, Seller has made adequate provisions for payments of the amount due to its creditors and shall pay the same at Closing or pursuant to their existing terms on or before the Closing.

5.26 Accuracy of Statements. No representation or warranty by Seller or Selling Stockholders in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Seller or Selling Stockholders that materially adversely affects the business, financial condition or affairs of the Business, Seller or Selling Stockholders. No representation made by a Selling Stockholders to Buyer during the due diligence process leading up to the execution of this Agreement on in connection with the other Target Company Transactions contained an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

5.27 Representations and Warranties of Buyer. Neither Seller nor any Selling Stockholder is aware of, or have discovered through due diligence, any breaches by Buyer of its representations and warranties made in Article 6 of this Agreement, which they have not disclosed to Buyer.

5.28 Sufficiency of Assets. Other than as set forth on Schedule 5.28, the Purchased Assets constitute all of the assets necessary to conduct the Business as it is conducted as of the date of this Agreement. Other than as set forth on Schedule 5.28 and/or as set forth explicitly in the terms of the Permit or Assumed Contracts, all Permits and Assumed Contracts, including those identified on Schedule 2.1(d) will be available for use by the Buyer on materially identical terms (i) as of the Closing and (ii) for one year following the Closing.

5.29 The Selling Stockholders.

(a) The Selling Stockholders have never (i) made a general assignment for the benefit of creditors, (ii) filed, or had filed against such Selling Stockholders, any bankruptcy petition or similar filing, (iii) suffered the attachment or other judicial seizure of all or a substantial portion of such Selling Stockholders' assets, (iv) admitted in writing such Selling Stockholders' inability to pay his or her debts as they become due, or (v) taken or been the subject of any action that may have an adverse effect on his ability to comply with or perform any of his covenants or obligations under any of the Other Agreements or which would require disclosure in the Registration Statement.

(b) Selling Stockholders are not subject to any Order or is bound by any agreement that may have an adverse effect on his ability to comply with or perform any of his or her covenants or obligations under any of the Other Agreements. There is no Proceeding pending, and no Person has threatened to commence any Proceeding, that may have an adverse effect on the ability of Selling Stockholders to comply with or perform any of his covenants or obligations under any of the Other Agreements. No event has occurred, and no claim, dispute or other condition or circumstance exists, that might directly or indirectly give rise to or serve as a basis for the commencement of any such Proceeding.

5.30 Investment Purposes.

(a) Seller and Selling Stockholders (i) understand that the shares of Common Stock to be issued to Seller pursuant to this Agreement have not been registered for sale under any federal or state securities Laws and that such shares are being offered and sold to Seller pursuant to an exemption from registration provided under Section 4(2) of the Securities Act, (ii) agree that Seller is acquiring such shares for its own account for investment purposes only and without a view to any distribution thereof other than to the Selling Stockholders as permitted by the Securities Act and subject to the Lock-Up Agreement, (iii) acknowledge that the representations and warranties set forth in this Section 5.30 are given with the intention that the Buyer rely on them for purposes of claiming such exemption from registration, and (iv) understand that they must bear the economic risk of the investment in such shares for an indefinite period of time as such shares cannot be sold unless subsequently registered under applicable federal and state securities Laws or unless an exemption from registration is available therefrom.

(b) Seller and Selling Stockholders agree (i) that the shares of Common Stock to be issued to Seller pursuant to this Agreement will not be sold or otherwise transferred for value unless (x) a registration statement covering such shares has become effective under applicable state and federal securities laws, including, without limitation, the Securities Act, or (y) there is presented to the Buyer an opinion of counsel satisfactory to the Buyer that such registration is not required, (ii) that any transfer agent for the Common Stock may be instructed not to transfer any such shares unless it receives satisfactory evidence of compliance with the foregoing provisions, and (iii) that there will be endorsed upon any certificate evidencing such shares an appropriate legend calling attention to the foregoing restrictions on transferability of such shares.

(c) Seller and Selling Stockholders (i) are aware of the business, affairs and financial condition of the Buyer and the other Target Companies, and have acquired sufficient information about the Buyer and the other Target Companies, the IPO and the Target Company Transactions to reach an informed and knowledgeable decision to acquire the shares of Common Stock to be issued to Seller pursuant to this Agreement, (ii) have discussed the Buyer's plans, operations and financial condition with the Buyer's officers, (iii) have received all such information as they have deemed necessary and appropriate to enable them to evaluate the financial risk inherent in making an investment in the shares of Common Stock to be issued pursuant to this Agreement, (iv) have sufficient knowledge and experience in financial and business matters and in the business of conducting mixed martial arts promotions so as to be capable of evaluating the merits and risks of their investment in Common Stock, and (v) are capable of bearing the economic risks of such investment.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller and the Selling Stockholders as follows:

6.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own its property and to carry on its business as it is now being conducted.

6 . 2 Due Authorization. Buyer has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Buyer. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Buyer and constitutes, or, in the case of the Other Agreements will constitute, the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

6.3 Consents. Except as set forth on Schedule 6.3, no notice to, filing with, authorization of, exemption by, or consent of, any Person is required for Buyer to consummate the transactions contemplated hereby.

6 . 4 No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in (i) a violation of or a conflict with any provision of the certificate of incorporation, by-laws or other organizational document of Buyer; (ii) a breach of, or a default under, any term of provision of any contract, agreement, indebtedness, lease, commitment, license, franchise, permit, authorization or concession to which Buyer is a party which breach or default would have a material adverse effect on the business or financial condition of Buyer or their ability to consummate the transactions contemplated hereby; or (iii) a violation by Buyer of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, which violation would have a material adverse effect on the business or financial condition of Buyer or its ability to consummate the transactions contemplated hereby.

6.5 Brokers, Etc. No broker or investment banker acting on behalf of Buyer or under the authority of Buyer is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Buyer. All underwriting discounts and fees incident to the IPO will be paid by Buyer.

6.6 Accuracy of Statements. No representation or warranty by Buyer in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Buyer that materially adversely affects the business, financial condition or affairs of the Buyer.

6 . 7 Representations and Warranties of Seller and the Selling Stockholders . Buyer is not aware of, nor has discovered through due diligence, any breaches by Seller or Selling Stockholders of their respective representations and warranties made in Article 5 of this Agreement, which it has not disclosed to Seller and the Selling Stockholders.

6.8 Capitalization. The authorized capital stock of the Buyer consists of (i) 45,000,000 shares of Common Stock, of which on the date hereof 2,366,250 shares are issued and outstanding, and (ii) 5,000,000 shares of preferred stock, $0.001 par value per share, of which on the date hereof and on the Closing Date no shares are issued and outstanding. Other than shares of Common Stock sold in the IPO or issued in connection with the Target Company Transactions, and set forth in the Registration Statement no subscription, warrant, option, convertible security or other right (contingent or otherwise) to purchase, acquire (including rights of first refusal, anti-dilution or pre-emptive rights) or register under the Securities Act any shares of capital stock of the Company is authorized or outstanding. The Company does not have any obligation to issue any subscription, warrant, option, convertible security or other such right or to issue or distribute to holders of any shares of its capital stock any evidence of indebtedness or assets of the Company. The Company does not have any obligation to purchase, redeem or otherwise acquire any shares of its capital stock or any interest therein or to pay any dividend or make any other distribution in respect thereof. There are no outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights with respect to the Company. At the Closing, the shares of Common Stock to be issued to Seller as consideration for the Purchase Price will be duly authorized, validly issued, fully paid and non-assessable.

6.9 Consideration to Target Companies. The majority of the consideration paid to each Target Company in the Target Company Transactions is shares of Common Stock. All rights, preferences, and privileges of each Target Company with respect to the Common Stock issued to each Target Company in the Target Company Transactions are identical. Other than restrictions on transfer imposed under the Securities Act or the Lock-Up Agreement, there are no restrictions on the sale or transfer of the Common Stock issued to the Selling Stockholders hereunder.

ARTICLE 7
COVENANTS AND CONDUCT OF SELLER
FROM THE DATE OF EXECUTION OF THIS AGREEMENT TO THE CLOSING DATE

Seller and the Selling Stockholders, jointly and severally, covenant that from the date of the execution of this Agreement to the Closing Date, Seller shall:

7 . 1 Compensation. Except in the ordinary course of business or as set forth on Schedule 7.1, not increase or commit to increase, the amount of compensation payable, or to become payable by Seller, or make, any bonus, profit-sharing or incentive payment to any of its officers, directors or relatives of any of the foregoing;

7.2 Encumbrance of Assets. Not cause any Encumbrance of any kind other than Permitted Encumbrances to be placed upon any of the Purchased Assets or other assets of Seller, exclusive of liens arising as a matter of law in the ordinary course of business as to which there is no known default;

7.3 Incur Liabilities. Not take any action which would cause Seller to incur any obligation or liability (absolute or contingent) except liabilities and obligations incurred in the ordinary course of business or which will be paid at Closing;

7.4 Disposition of Assets. Not sell or transfer any of the Purchased Assets or any other tangible or intangible assets of Seller or cancel any debts or claims, except in each case in the ordinary course of business;

7.5 Executory Agreements. Except for modifications in connection with extensions of existing agreements in the ordinary course of business, not modify, amend, alter, or terminate (by written or oral agreement, or any manner of action or inaction), any of the executory agreements of Seller including, without limitation, any Fighter Contracts, agreements with vendors, televisions or media partners, event sponsors or event venue providers except as otherwise approved by Buyer in writing, which consent will not be unreasonably withheld or delayed;

7.6 Material Transactions. Not enter into any transaction material in nature or amount without the prior written consent of Buyer, except for transactions in the ordinary course of business;

7.7 Purchase or Sale Commitments. Not undertake any purchase or sale commitment that will result in purchases outside of customary requirements;

7.8 Preservation of Business. Use its best efforts to preserve the Purchased Assets, keep in faithful service the present officers and key employees of Seller (other than increasing compensation to do so) and preserve the goodwill of its suppliers, customers and others having business relations with Seller;

7.9 Investigation. Allow, during normal business hours, Buyer's personnel, attorneys, accountants and other authorized representatives free and full access to the plans, properties, books, records, documents and correspondence, and all of the work papers and other documents relating to Seller in the possession of Seller, its officers, directors, employees, auditors or counsel, in order that Buyer may have full opportunity to make such investigation as it may desire of the properties and Business of Seller;

7.10 Compliance with Laws. Comply in all material respects with all Laws applicable to Seller or to the conduct of its Business;

7.11 Notification of Material Changes. Provide Buyer's representatives with prompt written notice of any material and adverse change in the condition (financial or other) of Seller's assets, liabilities, earnings, prospects or business which has not been disclosed to Buyer in this Agreement; and

7 . 1 2 Cooperation. Cooperate fully, completely and promptly with Buyer in connection with (i) securing any approval, consent, authorization or clearance required hereunder, or (ii) satisfying any condition precedent to the Closing without additional cost and expense to Seller unless such action is otherwise the obligation of Seller.

7.13 Accounting Matters and Registration Statement. Cooperate fully, completely and promptly with Buyer, its counsel, and all auditors in connection with the Registration Statement, including using best efforts to provide Buyer at Seller's expense with all Seller financial statements required by Regulation S-X promulgated under the Securities Act for inclusion in the Registration Statement.

Nothing in this Agreement shall prohibit Seller from paying dividends and other distributions to the Selling Stockholders.

ARTICLE 8
CONDITIONS TO CLOSING

8 . 1 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Seller):

(a) Performance of Agreements and Conditions. All agreements and covenants to be performed and satisfied by Buyer hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Buyer in all material respects.

(b) Representations and Warranties True . The representations and warranties of Buyer contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Buyer contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller of the transactions contemplated by this Agreement taken as a whole, in each such case on and as of the Closing Date, with the same effect as though made on and as of the Closing Date, and there shall be delivered to Seller on the Closing Date a certificate, in form of Exhibit G attached hereto, executed by the Chief Executive Officer of Buyer to that effect (the "Buyer Officer's Certificate").

(c) Payment of Purchase Price. Buyer shall have paid the Purchase Price and assumed the Assumed Liabilities as provided in Section 4.2(b).

(d) No Action or Proceeding . No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(e) Other Agreements. Buyer shall have delivered to Seller a duly executed copy of each of the Other Agreements.

(f) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

(g) IPO. Buyer shall have completed the IPO

8 . 2 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Buyer):

(a) Performance of Agreements and Covenants. All agreements and covenants to be performed and satisfied by Seller and the Selling Stockholders hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Seller in all material respects.

(b) Representations and Warranties True . The representations and warranties of Seller and the Selling Stockholders contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Seller and the Selling Stockholders contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the Purchased Assets or the Business taken as a whole, in each such case on and as of the Closing Date with the same effect as though made on and as of the Closing Date (except for those representations and warranties that specifically refer to some other date), and there shall be delivered by Seller on the Closing Date a certificate, in form of Exhibit H attached hereto, executed by the Chief Executive Officer of Seller to that effect (the "Seller Officer's Certificate").

(c) No Action or Proceeding . No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(d) Other Agreements. Seller and the Selling Stockholders shall have delivered to Buyer a duly executed copy of each of the Other Agreements to which it is a party.

(e) Material Adverse Change. There shall not have been a material adverse change in the Seller's business, financial condition, prospects, assets or operations relating to the Purchased Assets or the Business, taken as a whole, except to the extent such material adverse change arises from or relates to: (i) any change in economic, business or financial market conditions in the United States or regions in which the Business operates, (ii) changes in any Laws or in accounting rules or standards; (iii) any natural disaster, act of terrorism or war, or the outbreak of hostilities, or any other international or domestic calamity or crisis; (iv) any action taken or not taken with the prior written consent of the Purchaser or required or expressly permitted by the terms of this Agreement; (v) the pendency of this Agreement and the transactions contemplated hereby or (vi) any existing event, circumstance, change or effect with respect to which the Buyer has knowledge as of the date of this Agreement.

(f) Non-Competition and Non-Solicitation Agreements. The Selling Stockholders shall have entered into a Non-Competition and Non-Solicitation Agreement with the Buyer in substantially the form attached hereto as Exhibit F.

(g) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

(h) IPO. Buyer shall have completed the IPO.

(i) Available Cash at Closing. The amount of cash acquired at Closing pursuant to Section 2.1(a) shall be at a minimum sufficient to conduct the Seller's next scheduled event consistent with past practice and utilizing solely the Purchased Assets.

(j) Satisfaction of Encumbrances. Seller shall deliver a payoff letter or similar documentation, in form reasonably acceptable to Buyer, terminating any Encumbrance on any of the Purchased Assets, together with executed UCC-2 or UCC-3 termination statements (or any other applicable termination statement) executed by each Person holding Encumbrances on any Purchased Asset.

ARTICLE 9
POST-CLOSING COVENANTS, OTHER AGREEMENTS

9.1 Availability of Records. After the Closing, Buyer, shall make available to Seller as reasonably requested by Seller, its agents and representatives, or as requested by any Governmental Authority, all information, records and documents relating to the Purchased Assets for all periods prior to Closing and shall preserve all such information, records and documents until the later of: (a) six (6) years after the Closing; (b) the expiration of all statutes of limitations for Taxes for periods prior to the Closing, or extensions thereof applicable to Seller and its shareholders for Tax information, records or documents; or (c) the required retention period for all government contract information, records or documents. Prior to destroying any records related to Seller for the period prior to the Closing, Buyer shall notify Seller ninety (90) days in advance of any such proposed destruction of its intent to destroy such records, and Buyer will permit Seller to retain any such records.

9.2 Tax Matters.

(a) Bifurcation of Taxes. Seller and its Affiliates shall be solely liable for all Taxes imposed upon Seller attributable to the Purchased Assets for all taxable periods ending on or before the Closing Date. Buyer and its Affiliates shall be solely liable for any Taxes imposed upon Buyer attributable to the Purchased Assets for any taxable year or taxable period commencing after the Closing Date.

(b) Transfer Taxes. Buyer and Seller shall each pay one-half of any and all sales, use, transfer and documentary Taxes and recording and filing fees applicable to the transfer of the Purchased Assets.

(c) Cooperation and Records. After the Closing Date, Buyer and Seller shall cooperate in the filing of any Tax returns or other Tax-related forms or reports, to the extent any such filing requires providing each other with necessary relevant records and documents relating to the Purchased Assets. Seller and Buyer shall cooperate in the same manner in defending or resolving any Tax audit, examination or Tax-related litigation. Buyer and Seller shall cooperate in the same manner to minimize any transfer, sales and use Taxes. Nothing in this Section shall give Buyer or Seller any right to review the other's Tax returns or Tax related forms or reports.

(d) Bulk Sales Laws. Seller and Buyer waive compliance with bulk sales laws for Tax purposes.

9.3 Post-Closing Delivery. Subject to the provisions of Section 4.2, Seller agrees to arrange for physical delivery to Buyer, of the tangible Purchased Assets in Seller's possession. Buyer and Seller acknowledge that title and risk of loss with respect to all Purchased Assets shall pass to Buyer at Closing. Seller agrees to use commercially reasonable efforts to preserve and maintain the tangible Purchased Assets in good working condition and to protect such Purchased Assets against damage, deterioration and other wasting. All Intellectual Property (in particular all MMA video content) comprising the Purchased Assets will be delivered to Buyer in electronic form consistent with common industry practice.

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification by Seller and the Selling Stockholders. Seller and Selling Stockholders hereby jointly and severally agree to indemnify, defend and hold Buyer harmless from and against any Losses (defined below) in respect of the following:

(a) Losses resulting in bodily injury, wrongful death, and/or property damages, including without limitation, actual, punitive, direct, indirect, or consequential damages and all attorney's fees and court costs recoverable by the injured party or parties arising out of litigation that is currently pending against Seller or arising from facts which occurred prior to Closing which, in the case of litigation, the defense of which is not being defended by Seller's insurance carrier or, if the same results in or has resulted in a verdict or damages to be paid, the same is not being paid by Seller's insurance company.

(b) Losses resulting from the breach of any representations, warranties, covenants or agreements made by Seller or Selling Stockholders in this Agreement or the Other Agreements.

10.2 Indemnification by Buyer. Buyer hereby agrees to indemnify, defend and hold Seller and the Selling Stockholders harmless from and against any Losses in respect of the following:

(a) Losses resulting from any breach of any representations, warranties, covenants or agreements made by Buyer in this Agreement or the Other Agreements.

(b) Buyer's operation of the Business and ownership of the Purchased Assets, and acts and omissions after the Closing, including, without limitation, all sales and use Taxes, ad valorem Taxes, and products liability claims with respect to such post-Closing operations.

(c) The Assumed Liabilities, including all claims arising from the obligations assumed under the Assumed Contracts as set forth in Section 2.1(d).

10.3 Indemnification Procedure for Third-Party Claims.

(a) In the event that any party (the "Indemnified Person") desires to make a claim against any other party (the "Indemnifying Person") in connection with any Losses for which the Indemnified Person may seek indemnification hereunder in respect of a claim or demand made by any Person not a party to this Agreement against the Indemnified Person (a "Third-Party Claim"), such Indemnified Person must notify the Indemnifying Person in writing, of the Third-Party Claim (a "Third-Party Claim Notice") as promptly as reasonably possible after receipt, but in no event later than fifteen (15) calendar days after receipt, by such Indemnified Person of notice of the Third-Party Claim; provided, that failure to give a Third-Party Claim Notice on a timely basis shall not affect the indemnification provided hereunder except to the extent the Indemnifying Person shall have been actually and materially prejudiced as a result of such failure. Upon receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall be entitled, at the Indemnifying Person's election, to assume or participate in the defense of any Third-Party Claim at the cost of Indemnifying Person. In any case in which the Indemnifying Person assumes the defense of the Third-Party Claim, the Indemnifying Person shall give the Indemnified Person ten (10) calendar days' notice prior to executing any settlement agreement and the Indemnified Person shall have the right to approve or reject the settlement and related expenses; provided, however, that upon rejection of any settlement and related expenses, the Indemnified Person shall assume control of the defense of such Third-Party Claim and the liability of the Indemnifying Person with respect to such Third-Party Claim shall be limited to the amount or the monetary equivalent of the rejected settlement and related expenses.

(b) The Indemnified Person shall retain the right to employ its own counsel and to discuss matters with the Indemnifying Person related to the defense of any Third-Party Claim, the defense of which has been assumed by the Indemnifying Person pursuant to Section 10.3(a) of this Agreement, but the Indemnified Person shall bear and shall be solely responsible for its own costs and expenses in connection with such participation; provided, however, that, subject to Section 10.3(a) above, all decisions of the Indemnifying Person shall be final and the Indemnified Person shall cooperate with the Indemnifying Person in all respects in the defense of the Third-Party Claim, including refraining from taking any position adverse to the Indemnifying Person.

(c) If the Indemnifying Person fails to give notice of the assumption of the defense of any Third-Party Claim within a reasonable time period not to exceed forty-five (45) days after receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall no longer be entitled to assume (but shall continue to be entitled to participate in) such defense. The Indemnified Person may, at its option, continue to defend such Third-Party Claim and, in such event, the Indemnifying Person shall indemnify the Indemnified Person for all reasonable fees and expenses in connection therewith (provided it is a Third-Party Claim for which the Indemnifying Person is otherwise obligated to provide indemnification hereunder). The Indemnifying Person shall be entitled to participate at its own expense and with its own counsel in the defense of any Third-Party Claim the defense of which it does not assume. Prior to effectuating any settlement of such Third-Party Claim, the Indemnified Person shall furnish the Indemnifying Person with written notice of any proposed settlement in sufficient time to allow the Indemnifying Person to act thereon. Within fifteen (15) days after the giving of such notice, the Indemnified Person shall be permitted to effect such settlement unless the Indemnifying Person (a) reimburses the Indemnified Person in accordance with the terms of this Article 10 for all reasonable fees and expenses incurred by the Indemnified Person in connection with such Claim; (b) assumes the defense of such Third-Party Claim; and (c) takes such other actions as the Indemnified Person may reasonably request as assurance of the Indemnifying Person's ability to fulfill its obligations under this Article 10 in connection with such Third-Party Claim.

10.4 Indemnification Procedure for Other Claims. An Indemnified Party wishing to assert a claim for indemnification which is not a Third Party Claim subject to Section 10.3 (a "Claim") shall deliver to the Indemnifying Party a written notice (a "Claim Notice") which contains (i) a description and, if then known, the amount (the "Claimed Amount") of any Losses incurred by the Indemnified Party or the method of computation of the amount of such claim of any Losses, (ii) a statement that the Indemnified Party is entitled to indemnification under this Article 10 and a reasonable explanation of the basis therefor, and (iii) a demand for payment in the amount of such Losses. Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party shall deliver to the Indemnified Party a written response in which the Indemnifying Party shall: (A) agree that the Indemnified Party is entitled to receive all of the Claimed Amount, (B) agree in a "Counter Notice" that the Indemnified Party is entitled to receive part, but not all, of the Claimed Amount (the "Agreed Amount"), or (C) contest that the Indemnified Party is entitled to receive any of the Claimed Amount including the reasons therefor. If the Indemnifying Party in the Counter Notice or otherwise contests the payment of all or part of the Claimed Amount, the Indemnifying Party and the Indemnified Party shall use good faith efforts to resolve such dispute. If such dispute is not resolved within sixty (60) days following the delivery by the Indemnifying Party of such response, the Indemnifying Party and the Indemnified Party shall each have the right to submit such dispute to a court of competent jurisdiction in accordance with the provisions of Section 12.17.

10.5 Losses.

(a) For purposes of this Agreement, "Losses" shall mean all actual liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including, without limitation, reasonable attorneys', accountants' and consultants' fees and expenses and court costs, including punitive, indirect, consequential or other similar damages. Losses shall include punitive, indirect, consequential or similar damages only for claims brought by third parties.

(b) Any liability for indemnification under this Agreement shall be determined without duplication of recovery due to the facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement.

(c) The Indemnified Person agrees to use all reasonable efforts to obtain recovery from any and all third parties who are obligated respecting a Loss (e.g. parties to indemnification agreements, insurance companies, etc.) ("Collateral Sources") respecting any Claim pursuant to which the Indemnified Person is entitled to indemnification hereunder. If the amount to be netted hereunder from any payment from a Collateral Source is determined after payment of any amount otherwise required to be paid to an Indemnified Person under this Article 10, the Indemnified Person shall repay to the Indemnifying Person, promptly after such receipt from Collateral Source, any amount that the Indemnifying Person would not have had to pay pursuant to this Article 10 had such receipt from the Collateral Source occurred at the time of such payment.

(d) Each Indemnified Person shall (and shall cause its Affiliates to) use commercially reasonable efforts to mitigate any claim for Losses that an Indemnified Person asserts under this Article 10.

(e) The amount of any and all Losses (and other indemnification payments) under this Agreement shall be decreased by (A) any Tax benefits in excess of Tax detriments actually realized by the applicable Indemnified Person related to the Loss, including deductibility of any such Losses (or other items giving rise to such indemnification payment), and (B) the amount of any insurance proceeds or other amounts recoverable from Collateral Sources (netted against deductibles and other costs associated with making or pursuing any such claims, as applicable), received or to be received by the applicable Indemnified Person with respect to such Losses under any insurance policy maintained by the Indemnified Person or any other Person or from any other Collateral Source. The Indemnified Person will assign to the Indemnifying Person any rights or contribution or subrogation the Indemnified Person may have against or respecting any Collateral Source or other Persons related to such Loss which is indemnified by the Indemnifying Person hereunder.

1 0 . 6 Certain Limitations. Notwithstanding anything to the contrary contained in this Agreement: (i) Neither Seller and the Selling Stockholders nor Buyer shall be required to indemnify any party hereunder for their breach of any representation or warranty unless and until the aggregate amount of Losses arising from such types of breaches shall exceed $25,000.00 and at such time as the aggregate amount of Losses exceeds such amount the obligation to indemnify shall include all Losses including the first $25,000.00; and (ii) Seller and the Selling Stockholders shall not be liable to provide indemnification hereunder in an aggregate amount in excess of twenty percent (20%) of the Purchase Price.

10.7 Exclusive Remedies. Each of Buyer, Seller and the Selling Stockholders acknowledges and agrees that, from and after the Closing, its sole and exclusive remedy with respect to any and all Losses based upon, arising out of or otherwise in respect of the matters set forth in this Agreement and the Other Agreements shall be pursuant to the indemnification set forth in this Article 10, and such party shall have no other remedy or recourse with respect to any of the foregoing other than pursuant to, and subject to the terms and conditions of, this Article 10; provided, that the foregoing limitation shall not apply to claims seeking specific performance or other available equitable relief.

ARTICLE 11
TERMINATION AND SURVIVAL

11.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing Date as follows:

(a) with the mutual consent of Buyer and Seller;

(b) by Buyer, if it is not then in material breach of its obligations under this Agreement and if (A) any of Seller's or the Selling Stockholders' representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.2(b) would not be satisfied, or (B) any of Seller's or the Selling Stockholders' covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.2(a) would not be satisfied; provided, however, that Buyer shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Seller unless Seller fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Buyer of such inaccuracy or breach; or

(c) by Seller, if it is not then in material breach of its obligations under this Agreement and if (A) any of Buyer's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) would not be satisfied, or (B) any of Buyer's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) would not be satisfied; provided, however, that Seller shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Buyer unless Buyer fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Seller of such inaccuracy or breach.

(d) by Buyer or Seller if the Closing has not occurred on or prior to August 31, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

11.2 Procedure Upon Termination. In the event of termination and abandonment by Buyer or Seller, or both, pursuant to Section 11.1 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Buyer or Seller. If this Agreement is terminated as provided herein each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

11.3 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Buyer or Seller; provided, however, that the obligations of the parties set forth in Article 10, this Section 11.3 and Sections 12.2, 12.3, 12.4, 12.7, 12.9, 12.12, 12.13, 12.15, 12.17, 12.19 hereof shall survive any such termination and shall be enforceable hereunder.

(b) Nothing in this Section 11.3 shall relieve Buyer or Seller of any liability for a material breach of this Agreement prior to the date of termination, the damages recoverable by the non-breaching party shall include all attorneys' fees reasonably incurred by such party in connection with the transactions contemplated hereby.

11.4 Survival of Representations and Warranties. Except with respect to (a) the covenants of Buyer, Seller and the Selling Stockholders which are intended to survive the Closing, (b) Seller's and the Selling Stockholders' representations provided for in Section 5.2(a), 5.4 and 5.8 which survive indefinitely, (c) Seller's and Selling Stockholders' representations provided for in Sections 5.6, 5.11, 5.14, 5.16 and 5.22 which survive until the applicable statute of limitations expires with respect to claims arising under such Sections, and (d) Buyer's representation provided for in Section 6.2 which survives indefinitely, the representations and warranties of each of the parties hereto shall survive the Closing for a period of twenty-four (24) months.

ARTICLE 12
MISCELLANEOUS

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall be made by either party without the prior express written consent of the other party

12.2 Risk of Loss. All risk of loss with respect to the Purchased Assets to be transferred hereunder shall remain with Seller until the transfer of the Purchased Assets and the Business on the Closing Date. Anything to the contrary in this Agreement notwithstanding, in the event there has been any material damage to or destruction of any of the Purchased Assets prior to the Closing Date and Buyer elects to consummate the transactions contemplated herein, at Closing, Seller shall assign to Buyer all of Seller's right to receive insurance proceeds toward the repair or replacement of such Purchased Assets, if any, and if no such insurance is in effect or the amount payable thereunder is insufficient to repair or replace any such Purchased Assets, the parties shall equitably adjust the Purchase Price; provided, however, if any such adjustment would result in a reduction in the Purchase Price of more than five percent (5%), Seller and the Selling Stockholders shall have the option to terminate this Agreement.

12.3 Confidentiality. All information gained by either party concerning the other as a result of the transactions contemplated hereby ("Confidential Information"), including the execution and consummation of the transactions contemplated hereby and the terms thereof and information obtained by Buyer and its representatives in conducting due diligence respecting Seller, Selling Stockholders, and the Purchased Assets, will be kept in strict confidence. All Confidential Information will be used only for the purpose of consummating the transactions contemplated hereby. Following the Closing, all Confidential Information relating to the Business disclosed by Seller to Buyer shall become the Confidential Information of Buyer, subject to the restrictions on use and disclosure by Seller imposed under this Section 12.3. Neither Seller, the Selling Stockholders, nor Buyer shall, without having previously informed the other party about the form, content and timing of any such announcement, make any public disclosure with respect to the Confidential Information or transactions contemplated hereby, except:

(a) As may be required by the Securities Act for inclusion in the Registration Statement; or

(b) As may be required by applicable Law provided that, in any such event, the party required to make the disclosure will (I) provide the other party with prompt written notice of any such requirement so that such other party may seek a protective order or other appropriate remedy, (II) consult with and exercise in good faith all reasonable efforts to mutually agree with the other party regarding the nature, extent and form of such disclosure, (III) limit disclosure of Confidential Information to what is legally required to be disclosed, and (IV) exercise its best efforts to preserve the confidentiality of any such Confidential Information; or

(c) Buyer may disclose the terms of this Agreement and the transactions contemplated hereby to an actual or prospective underwriter, lender, investor, partner or agent, subject to a non-disclosure agreement pursuant to which such lender, investor, partner or agent agrees to be bound by the terms of this Section 12.3; or

(d) Disclosure to a party's representatives and advisors in connection with advising such party and preparing its Tax returns.

12.4 Expenses. Each party shall bear its own expenses with respect to the transactions contemplated by this Agreement. Notwithstanding the foregoing, and subject to the obligations of Seller to deliver to Buyer the financial statements required by Section 7.13, all legal, accounting and regulatory fees and expenses incident to the IPO, including preparation and filing of the Registration Statement will be borne by Buyer. Buyer will also cover the reasonable and customary legal fees of one securities counsel designated by the majority the Target Companies being acquired on the Closing Date.

12.5 Severability. Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

12.6 Entire Agreement. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all of the parties hereto. This Agreement and the Other Agreements contain the entire agreement of the parties hereto with respect to the transactions covered hereby, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof.

12.7 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied (including Article 10), shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

12.8 Waiver. The failure of any party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any waiver hereunder shall be effective only if delivered to the other party hereto in writing by the party making such waiver.

12.9 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

12.10 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

12.11 Counterparts. The parties may execute this Agreement in one or more counterparts, and each fully executed counterpart shall be deemed an original.

12.12 Further Documents. Each of Buyer, Seller and the Selling Stockholders shall, and shall cause its respective Affiliates to, at the request of another party, execute and deliver to such other party all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

12.13 Notices. All communications, notices and consents provided for herein shall be in writing and be given in person or by means of facsimile (with request for assurance of receipt in a manner typical with respect to communications of that type and confirmation by mail), by overnight courier or by registered or certified mail, and shall become effective: (a) on delivery if given in person; (b) on the date of transmission if sent by facsimile so long as a copy of the same is sent by email on date of transmission; (c) one (1) Business Day after delivery to the overnight service so long as a copy of the same is sent by email on date of dispatch; or (d) four (4) Business Days after being mailed, with proper postage and documentation, for first-class registered or certified mail, prepaid so long as a copy of the same is sent by email on date of dispatch.

Notices shall be addressed as follows:

If to Buyer, to:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
Washington, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

If to Seller or the Selling Stockholders, to:

Punch Drunk, Inc.
d/b/a Combat Games MMA
13122 NE 134th Place
Kirkland WA, 98034
Attention: Joe DeRobbio
Email: Joe@combatgamesmma.com
Phone: (206) 595-2348

with copies to:

Aric Bomsztyk
Attorney At Law
Barokas Martin & Tomlinson
1422 Bellevue Avenue
Seattle, WA 98122
P: 206.621.1871
F: 206.621.9907
Email: asb@bmatlaw.com

provided, however, at the time of mailing or within three (3) Business Days thereafter there is or occurs a labor dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any communication, notice or consent provided for herein shall be given in person or by means of facsimile or by overnight courier, and further provide that if any party shall have designated a different address by notice to the others, then to the last address so designated.

12.14 Schedules. Buyer and Seller agree that any disclosure in any Schedule attached hereto shall (a) constitute a disclosure only under such specific Schedule and shall not constitute a disclosure under any other Schedule referred to herein unless a specific cross-reference to another Schedule is provided or such disclosure is otherwise clear from the context of the disclosure in such Schedule and (b) not establish any threshold of materiality. Seller or Buyer may, from time to time prior to or at the Closing, by notice in accordance with the terms of this Agreement, supplement or amend any Schedule, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein. No such supplemental or amended Schedule shall be deemed to cure any breach for purposes of Section 8.2(b). If, however, the Closing occurs, any such supplement and amendment will be effective to cure and correct for all other purposes any breach of any representation, warranty, covenant or obligation which would have existed if Seller or Buyer had not made such supplement or amendment, and all references to any Schedule hereto which is supplemented or amended as provided in this Section 12.14 shall for all purposes at and after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

12.15 Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other gender as the context requires.

12.16 Knowledge. As used herein, Seller will be deemed to have knowledge of a particular fact or matter only if Joe DeRobbio is actually aware of the fact or matter, or with the exercise of reasonable diligence should have been aware of the fact or mater.

12.17 Submission to Jurisdiction. Each of Buyer, Seller and Selling Stockholders (a) submits to the exclusive jurisdiction of the courts of Washington State located in King County (including but not limited to the federal or state courts located in King County in the State of Washington) for any dispute, any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined only in the courts of Washington State located in King County (including but not limited to the federal or state courts located in King County in the State of Washington, and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto. Nothing in this Section 12.17, however, shall affect the right of any Party to serve legal process in any other manner permitted by law.

12.18 *Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY MATTER WHICH IS THE SUBJECT OF THIS AGREEMENT, THE OTHER AGREEMENTS OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.*

12.19 Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief that may be awarded.

[*Signature Page to Asset Purchase Agreement Follows*]

[*Signature Page to Asset Purchase Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

PUNCH DRUNK, INC.

By: _____
Name: Joe DeRobbio
Title: CEO

SELLING STOCKHOLDERS:

_____
Joe DeRobbio

_____
Jason Robinett

BUYER:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXHIBITS AND SCHEDULES

Exhibits

Exhibit A:	Form of Assignment and Assumption Agreement
Exhibit B:	Form of Bill of Sale, Conveyance and Assignment
Exhibit C:	Executive Employment Agreement
Exhibit D:	Form of Intellectual Property Transfer Agreement
Exhibit E	Form of Non-Competition and Non-Solicitation Agreement
Exhibit F	Form of Trademark License Agreement
Exhibit G	Form of Buyer Officer's Certificate
Exhibit H	Form of Seller Officer's Certificate

Schedules

Schedule 2.1	Permitted Encumbrances
Schedule 2.1(c)	Equipment
Schedule 2.1(d)	Assumed Contracts
Schedule 2.1(e)	Real Estate Leases
Schedule 2.1(n)	Additional Assets
Schedule 2.2	Excluded Assets
Schedule 3.4	Allocation of Purchase Price
Schedule 5.3	Equipment and other Purchased Assets
Schedule 5.4	Title
Schedule 5.5	Intellectual Property
Schedule 5.6	Litigation
Schedule 5.7	Required Consents
Schedule 5.10	Contract Exceptions
Schedule 5.12	Scope of Rights in Purchased Assets
Schedule 5.13	Compliance with Laws
Schedule 5.14	Financial Statements
Schedule 5.15	Certain Changes
Schedule 5.16	Employee Plans
Schedule 5.17	Business Employees
Schedule 5.18	Labor Relations
Schedule 5.19	Customers and Suppliers
Schedule 5.20	Conflicts
Schedule 5.21	Certain Transactions Related to the Business
Schedule 6.3	Buyer Consents
Schedule 7.1	Compensation Covenant

Exhibit A

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of _____ __, 2016 is entered into by and among PUNCH DRUNK, INC., d/b/a Combat Games MMA, a Washington corporation ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Seller, Buyer, Joe DeRobbio, an individual and resident of the State of Washington and Jason Robinett, an individual and resident of the State of Washington (DeRobbio and Robinett are hereby referred to as "Selling Stockholders"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement the parties hereto together with the Selling Stockholder have agreed that at the Closing (which Closing is taking place as of the date hereof), Seller will transfer to Buyer and Buyer will accept and assume, only those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule 2.1(d) to the Asset Purchase Agreement.

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

As of the date hereof, Seller hereby transfers and assigns to Buyer, and Buyer hereby accepts and assumes those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule A attached hereto. With the exception of the liabilities and obligations to be assumed by Buyer pursuant to the preceding sentence, Buyer shall not assume and shall in no event be liable for any other debts, liabilities or obligations of Seller, whether fixed or contingent, known or unknown, liquidated or unliquidated, secured or unsecured, or otherwise and regardless of when they arose or arise. In the event of any inconsistency between the terms hereof and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

[*Signature Page for Assignment and Assumption Agreement to follow*]

[*Signature Page for Assignment and Assumption Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Assumption Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

PUNCH DRUNK, INC.

By: _____
Name: Joe DeRobbio
Title: CEO

SELLING STOCKHOLDERS:

_____
Joe DeRobbio

_____
Jason Robinett

ASSIGNEE:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

Schedule A

[List of Assumed Contracts]

Exhibit B

BILL OF SALE, CONVEYANCE AND ASSIGNMENT

THIS BILL OF SALE, CONVEYANCE AND ASSIGNMENT (this "Instrument") dated as of _____ __, 2016 is entered into by and among PUNCH DRUNK, INC., a Washington corporation ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Seller, Buyer, and Joe DeRobbio, an individual and resident of the State of Washington and Jason Robinett, an individual and resident of the State of Washington (collectively the "Selling Stockholders").

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

1. Seller does hereby sell, convey, transfer, assign and deliver to Buyer, all of its right, title and interest in and to the Purchased Assets.

2. Notwithstanding anything to the contrary in this Instrument, the Asset Purchase Agreement or in any other document delivered in connection herewith or therewith, the Purchased Assets subject to this Instrument shall expressly exclude the Excluded Assets.

3. From time to time, as and when reasonably requested by Buyer, Seller shall execute and deliver all such documents and instruments and shall take, or cause to be taken, all such further or other actions as Buyer may reasonably deem necessary or desirable to more effectively sell, transfer, convey and assign to Buyer all of Seller's right, title and interest in the Purchased Assets subject to this Instrument.

4. This Instrument shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of laws principles of such State.

5. To the extent that any provision of this Instrument is inconsistent or conflicts with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control. Nothing in this Instrument, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Asset Purchase Agreement.

6. This Instrument may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page to Bill of Sale, Conveyance and Assignment to Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

PUNCH DRUNK, INC.

By: _____
Name: Joe DeRobbio
Title: CEO

BUYER:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

Exhibit C

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), entered into effective _____ __, 2016, by and between ALLIANCE MMA, INC., a Delaware corporation (the "Company") and Joe DeRobbio, an individual and resident of the State of Washington (the "Executive") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among PUNCH DRUNK, INC., a Washington corporation ("Seller"), the Company, and the Executive. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1 . Employment. Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Executive as the Company's Regional Vice President, and Executive accepts such employment.

2 . Position. Executive agrees to serve as Regional Vice President of the Company and to perform such duties as are commensurate with such office, including the oversight and management of the employees and day-to-day operations of the Company and the Business. The Executive will devote sufficient time and efforts to the Company and the Company's business consistent with past practice. The Executive shall have all the duties and powers of an officer of the Company and shall report to the Company's Chief Executive Officer.

3 . Term. The term of this Agreement will begin on _____ __, 2016 (the "Effective Date") and will end on the three-year anniversary of such date (the "Term"). After such initial three-year period, the Term will renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least sixty (60) days prior to such date. The parties hereto agree that, upon the expiration of the Term, the Executive's employment with the Company will terminate and the Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. The Company will be under no obligation whatsoever to renew or continue the employment of the Executive beyond the Term.

4 . Salary; Bonus. (a) Executive will receive a salary during the Term of Fifty Thousand and no/10 dollars ($50,000.00) per year ("Base Compensation"), pro-rated for partial years, payable at regular intervals in accordance with the Company's normal payroll practices in effect from time to time. Executive's Base Compensation will be reviewed annually by the Company's Board of Directors and Executive will be eligible for consideration for merit-based increases to Base Compensation and bonuses as determined by the Board of Directors in its sole discretion. In addition to eligibility for consideration of merit-based increases in the discretion of the Board of Directors, Executive's Base Compensation will be increased effective January 1 of each year during the Term (commencing with January 1, 2017) by three percent (3%) to reflect anticipated increases in cost of living.

5. Benefit Programs. (a) During the Term, Executive will be entitled to participate in or receive benefits as follows:

(i) health and dental insurance pursuant to the Company's current or future plans and policies (premium for only Executive to be paid by Company);

(ii) participation in Company 401(k) plan with Company match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other Executive benefit plan of the Company provided to all employees of the Company on the same terms as other employees of the Company based on tenure and position.

All benefits will be pursuant to programs or arrangements made available by the Company on the date of this Agreement and from time to time in the future to the Company's other employees on a basis consistent with the terms, conditions and overall administration of the foregoing plans, programs or arrangements and with respect to which Executive is otherwise eligible to participate or receive benefits. Executive acknowledges such benefits are subject to change as and when changed by the Company generally.

(b) During the Term, the Company will provide Executive with a Company owned or leased computer and printer and supplies for Company purposes.

(c) During the Term, the Company will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of the Company.

(d) The items provided in connection with paragraphs (b) and (c) will be returned by Executive to the Company upon any termination of this Agreement.

6 . General Policies. (a) So long as the Executive is employed by the Company pursuant to this Agreement, Executive will receive reimbursement from the Company, as appropriate, for all reasonable business expenses incurred by Executive in accordance with Company policies and in the course of his employment by the Company, upon submission to the Company of written vouchers and statements for reimbursement.

(b) During the Term, the Executive will be entitled to three weeks of paid vacation, which will be utilized at such times when his absence will not materially impair the Company' s normal business functions. In addition to the vacation described above, Executive also will be entitled to all paid holidays customarily given by the Company to its employees.

(c) All other matters relating to the employment of Executive by the Company not specifically addressed in this Agreement will be subject to the general policies regarding employees of the Company in effect from time to time.

7 . Termination of Employment. Subject to the respective continuing obligations of the parties, including but not limited to those set forth in Sections 8 and 9 hereof, Executive's employment by the Company may be terminated prior to the expiration of the Term of this Agreement by either the Executive or the Company by delivering a written notice of termination two weeks in advance of such termination (the end of such two week period being the "Date of Termination").

8 . Termination of Employment. (a) In the event of termination of the Executive's employment pursuant to (i) expiration of the Term, (ii) the death or Disability (as defined below) of Executive, (iii) termination by Executive or (iv) termination by the Company with Cause (as defined below), compensation (including Base Compensation) will continue to be paid, and the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination in a manner consistent with the applicable terms of the governing plan documents.

(b) In the event of termination of Executive's employment by the Company without Cause, (i) compensation (including Base Compensation) will continue to be paid until the Date of Termination, (ii) the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination, and (iii) after the Date of Termination, Company will pay Executive a lump sum severance payment equal to the sum of all payments remaining in the Term that have not been paid to Executive by the Date of Termination.

(c) The following Terms will have the following meanings for purposes of this Agreement:

(i) "Cause" means termination of the Executive by the Company for:

(A) the commission of a felony or a crime involving moral turpitude or the commission of any other act or omission involving dishonesty or fraud with respect to the Company;

(B) conduct which brings the Company into public disgrace or disrepute;

(C) gross negligence or willful gross misconduct with respect to the Company;

(D) breach of a fiduciary duty to the Company;

(E) a breach of Section 9 of this Agreement; or

(F) Executive's failure to cure a breach of any term of this Agreement (other than Section 9) within thirty (30) days after receipt of written notice from the Company specifying the act or omission that constitutes such breach.

(ii) "Disability" means the physical or mental incapacity of Executive for a period of more than ninety (90) consecutive days, the determination of which by the Company will be conclusive on the parties hereto.

9. Non-Compeition and Confidentiality Covenants. Executive and Company are party to that certain Non-Cometition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 9. The Non-Competition Agreement shall survive the termination of this Employment Agreement pursuant to its terms.

10. Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

Joe DeRobbio
13122 NE 134th Place
Kirkland WA, 98034
Email: Joe@combatgamesmma.com
Phone: (206) 595-2348

If to the Company:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
Washington, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

11. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Washington, without reference to the choice of law principles or rules thereof. The Parties to this Agreement agree that such action or proceeding may be heard and determined only in the courts of Washington State located in King County (including but not limited to the federal or state courts located in King County in the State of Washington) and hereby submit to the jurisdiction thereto.

12. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Company and the Executive. No waiver by any party hereto at any time of any breach by another party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a wavier of dissimilar provisions or conditions at the same or any prior subsequent time. No agreements or representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

13. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement which will remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Agreement.

15. Assignment. This Agreement is personal in nature and Executive may not, without consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

16. Document Review. The Company and the Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants and financial and other advisors as it or he has deemed appropriate in connection with their respective execution of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

17. Entire Agreement This Agreement together with any understanding or modifications thereof as agreed to in writing by the parties, will constitute the entire agreement between the parties hereto.

1 8 Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief that may be awarded.

[*Signature Page to Executive Employment Agreement Follows*]

[*Signature Page to Executive Employment Agreement*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first set forth above.

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

_____
Joe DeRobbio

Exhibit D

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AGREEMENT dated as of _____ __, 2016 is entered into by and among PUNCH DRUNK, INC., a Washington corporation ("Assignor") and ALLIANCE MMA, INC., a Delaware corporation ("Assignee") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the " Asset Purchase Agreement"), by and among Assignor, Assignee, and Joe DeRobbio, an individual and resident of the State of Washington and Jason Robinett, an individual and resident of the State of Washington (DeRobbio and Robinett are hereby referred to as "Selling Stockholders").

WHEREAS, Assignor has good and marketable rights and title in and to the patent applications, issued patents, trademarks, trademark applications, copyrights and copyright applications listed on Schedule 1 attached hereto (the "Intellectual Property"); and

WHEREAS, Assignee desires to acquire Assignor's rights and title in and to the Intellectual Property and Assignor desires to assign to the Assignee its rights and title in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers, assigns and otherwise conveys to Assignee, all of Assignor's rights, title, and interest in, to, and under the following:

A. the patents included in the Intellectual Property, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including, without limitation, the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect;

B. the copyrights and applications for registration of copyrights included in the Intellectual Property, and all corresponding rights, including, without limitation, moral rights, that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect; and

C. all proceeds of the assets transferred pursuant to subsections 1(A) and 1(B) above, including, without limitation, the right to sue for, and collect on, (i) any claim by Assignor against third parties for past, present, or future infringement of the such transferred assets, and (ii) any income, royalties, or payments due or payable and related exclusively to such transferred assets as of the date of this assignment or thereafter.

2. Assignor authorizes the pertinent officials of the United States Patent and Trademark Office and the United States Copyright Office and the pertinent official of similar offices or governmental agencies in any applicable jurisdictions outside the United States to record the transfer of the patents, copyrights and related registrations and applications for registration set forth on Schedule A to Assignee as assignee of Assignor's entire rights, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect the assignment specified herein or to confirm Assignee's ownership of the Intellectual Property.

3. The terms of the Asset Purchase Agreement are incorporated herein by reference. Except as set forth herein, the rights and obligations of the Assignor and Assignee set forth in the Asset Purchase Agreement remain unmodified. Capitalized terms used herein or in the Schedule A hereto but not otherwise defined herein or in the Schedule 1 hereto shall have the respective meanings given to them in the Asset Purchase Agreement.

4. This Intellectual Property Transfer Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

5. This Intellectual Property Transfer Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page for Intellectual Property Transfer Agreement to follow*]

[*Signature Page for Intellectual Property Transfer Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Intellectual Property Transfer Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

PUNCH DRUNK, INC.

By: _____
Name: Joe DeRobbio
Title: CEO

ASSIGNEE:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

SCHEDULE A

PATENTS

[LIST]

COPYRIGHTS

[LIST]

Together with all other copyrights in and to all the copyrightable materials included in the Purchased Assets.

Exhibit E

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (the " Agreement"), dated as of _____ __, 2016 (the "Effective Date") is entered into by and between ALLIANCE MMA, INC., a Delaware corporation ("Company") and _____ an individual and resident of the State of _____ (the "Executive").

WHEREAS, the Company, PUNCH DRUNK, INC., a Washington corporation (" Seller"), and Joe DeRobbio, an individual and resident of the State of Washington (the "Selling Stockholder") are parties to that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement") pursuant to which the Company acquired substantially all the assets of Seller's business (as more particularly defined in the Asset Purchase Agreement, the "Business");

WHEREAS, the execution and delivery of this Agreement by Executive was a condition to the purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement;

WHEREAS, also in connection with purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement, the Executive has been offered employment by the Company, and the Executive will have access to and be instrumental in developing and implementing critical aspects of the Company's strategic business plan; and

WHEREAS, the Executive is an owner of capital stock or options to acquire the capital stock of the Company and will otherwise personally benefit from the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of (i) the Company entering into the Asset Purchase Agreement, (ii) the employment or continued employment of the Executive by the Company, and (iii) the continued receipt and access to confidential, proprietary, and trade secret information associated with the Executive's position with the Company, the Executive and the Company agree as follows:

1. Confidentiality. Executive understands and agrees that in the course of providing services to the Company, Executive may acquire confidential and/or proprietary information concerning the Company's operations, its future plans and its methods of doing business. Executive understands and agrees it would be extremely damaging to the Company if Executive disclosed such information to a competitor or made such information available to any other person. Executive understands and agrees that such information is divulged to Executive in strict confidence and Executive understands and agrees that Executive shall not use such information other than in connection with the Business and will keep such information secret and confidential unless disclosure is required by court order or otherwise by compulsion of law. In view of the nature of Executive's employment with the Company and the information that Executive has received during the course of Executive's employment, Executive also agrees that the Company would be irreparably harmed by any violation, or threatened violation of the agreements in this paragraph and that, therefor, the Company shall be entitled to an injunction prohibiting Executive from any violation or threatened violation of such agreements. Notwithstanding the foregoing, confidential information does not include information which: (i) is or becomes publicly known through no wrongful act of Executive; (ii) is rightfully received from a third party without restriction on disclosure; or (iii) is approved for release upon a prior written consent of Company.

2. Non-Competition and Non-Solicitation. The Executive acknowledges and agrees that the nature of the Company's confidential, proprietary, and trade secret information to which the Executive has, and will continue to have, access to derives value from the fact that it is not generally known and used by others in the highly competitive industry in which the Company competes. The Executive further acknowledges and agrees that, even in complete good faith, it would be impossible for the Executive to work in a similar capacity for a competitor of the Company without drawing upon and utilizing information gained during employment with the Company. Accordingly, at all times during the Executive's employment with the Company and for a period of two (2) years after termination of such employment, other than for termination without Cause, the Executive will not, directly or indirectly:

(a) Engage in any business or enterprise (whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than one percent (1%) of the outstanding capital stock of a company) that directly or indirectly competes with the Company's business or the business of any of its subsidiaries anywhere in the United States, including but not limited to any business or enterprise that develops, manufactures, markets, or sells any product or service that competes with any product or service developed, manufactured, marketed or sold, or planned to be developed, manufactured, marketed or sold, by the Company or any of its subsidiaries while the Executive was employed by the Seller or the Company; or

(b) Either alone or in association with others (i) solicit, or facilitate any organization with which the Executive is associated in soliciting, any employee of the Company or any of its subsidiaries to leave the employ of the Company or any of its subsidiaries; (ii) solicit for employment, hire or engage as an independent contractor, or facilitate any organization with which the Executive is associated in soliciting for employment, hire or engagement as a independent contractor, any person who was employed by the Company or any of its subsidiaries at any time during the term of the Executive's employment with the Seller or the Company or any of their respective subsidiaries (provided, that this clause (ii) shall not apply to any individual whose employment with the Seller, the Company or any of its subsidiaries has been terminated for a period of one year or longer); or (iii) solicit business from or perform services for any customer, supplier, licensee or business relation of the Seller or the Company or any of their respective subsidiaries, induce or attempt to induce, any such entity to cease doing business with the Company or any of its subsidiaries; or in any way interfere with the relationship between any such entity and the Company or any of its subsidiaries.

(c) Notwithstanding the foregoing, nothing contained in this Agreement shall preclude the Executive from managing or training mixed martial arts fighters or conducting single martial arts style (e.g., kick-boxing or boxing) promotional events even if such activities are arguably competitive with the business of the Company or any of its subsidiaries. Notwithstanding the foregoing, nothing in contained in this Agreement, shall preclude the Executive from continuing to own and operate the Gym Business and the Training Business.

3 . Return of Property. Executive understands and agrees that all business information, files, research, records, memoranda, books, lists and other documents and tangible materials, including computer disks, and other hardware and software that he receives during his employment, whether confidential or not, are the property of the Company, and that, upon the termination of his services, for whatever reason, he will promptly deliver to the Company all such materials, including copies thereof, in his possession or under his control. Any analytical templates, books, presentations, reference materials, computer disks and other similar materials already rightfully owned by the Executive prior to the Effective Date shall remain the property of the Executive and any copies thereof obtained by or provided to the Company shall be returned or destroyed in a manner similar acceptable to the Executive.

4. Not Employment Contract. The Executive acknowledges that this Non-Competition and Non-Solicitation Agreement does not constitute a contract of employment and, except as set forth in Executive Employment Agreement (to which this Agreement is ancillary), does not guarantee that the Company or any of its subsidiaries will continue his employment for any period of time except pursuant to the Agreement.

5 . Interpretation. If any restriction set forth in Section 2 is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to render the modified restriction valid, legal and enforceable. The parties intend that the non-competition and non-solicitation provisions contained in this Agreement shall be deemed to be a series of separate covenants, one for each and every county of each and every state of the United States of America where this provision is intended to be effective.

6 . Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7 . Waiver of Rights. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8 . Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and its subsidiaries and are considered by the Executive to be reasonable for such purpose. The Executive agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefor, in the event of any such breach, the Executive agrees that the Company, in addition to such other remedies that may be available, shall be entitled to specific performance and other injunctive relief.

9 . Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of King County in the State of Washington (or, if appropriate, a federal court located within King County in the State of Washington), and the Company and the Executive each consents to the jurisdiction of such a court.

10. Term. This Agreement shall be effective on the Effective Date. Notwithstanding any expiration or termination, for any reason, the foregoing the obligations of the Executive under Sections 1 and 3 shall survive indefinitely.

11 . Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief that may be awarded.

THE EXECUTIVE ACKNOWLEDGES THAT [HE/SHE] HAS CAREFULLY READ THIS AGREEMENT, HAS SOUGHT INDEPENDENT COUNSEL TO ADVISE HIM AS TO THE NATURE AND EXTENT OF HIS OBLIGATIONS HEREUNDER AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

[*Signature Page to Non-Competition And Non-Solicitation Agreement Follows*]

[*Signature Page to Non-Competition And Non-Solicitation Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

COMPANY:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXECUTIVE:

By: _____

Exhibit F

TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT ("Agreement") dated as of _____ __, 2016 is entered into by and among PUNCH DRUNK, INC., a Washington corporation ("Licensor") and ALLIANCE MMA, INC., a Delaware corporation ("Licensee") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the " Asset Purchase Agreement"), by and among Licensor, Licensee, and Joe DeRobbio, an individual and resident of the State of Washington and Jason Robinett, an individual and resident of the State of Washington (DeRobbio and Robinett are hereby referred to as "Selling Stockholders"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Licensor asserts that it is the sole and exclusive owner of the name "Combat Games MMA" and all logos, trademarks and service marks attendant thereto (the "Licensed Marks").

WHEREAS, in connection with the Asset Purchase Agreement, Licensor agreed to grant Licensee an exclusive license for use and exploitation of the Licensed Marks in connection with the Business as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
TERM AND TERMINATION

1.1 Term. The term of this Agreement and the rights granted and obligations assumed hereto, shall commence on the Closing Date and shall endure and remain in full force in perpetuity.

1.2 Termination. Notwithstanding anything contained in Section 1.1 to the contrary, this Agreement may be terminated at any time as follows:

(a) with the mutual consent of Licensor and Licensee;

(b) by Licensor upon termination by Licensee of any Executive Employment Agreement under circumstances other than for Cause;

(c) by Licensor, if it is not then in material breach of its obligations under the Asset Purchase Agreement and if (A) any of Licensee's representations and warranties contained in the Asset Purchase Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) of the Asset Purchase Agreement would not be satisfied, or (B) any of Licensee's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) of the Asset Purchase Agreement would not be satisfied; provided, however, that Licensor shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Licensee unless Licensee fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Licensor of such inaccuracy or breach.

ARTICLE 2
LICENSE GRANT AND RIGHTS

2.1 License.

(a) Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor, subject to the terms and conditions hereinafter set forth, a non-transferrable, exclusive, perpetual, royalty free, fully paid up, worldwide license to use and commercially exploit the Licensed Marks in connection with the Purchased Assets and the Business.

(b) The license granted in Section 2.1(a) above shall extent to the use of any of the Licensed Marks in connection with the distribution or other commercialization of any photograph, video, television broadcast, online distribution, electronic gamming, or other form of audio visual media format or transmission now known or in the future conceived, bearing the Licensed Marks.

2.2 Bankruptcy; Abandonment. As sole and exclusive owner of the Licensed Marks, Licensor agrees that in the event of bankruptcy, or appointment of a receiver or trustee for conserving or distributing its assets for the benefit of creditors the Licensed Marks shall, without notice, become the sole and exclusive property of Licensee, as of ninety-one (91) days prior to such event, and any and all rights of every kind and nature of Licensor in and to the Licensed Marks shall terminate.

ARTICLE 3
ENFORCEMENT OF RIGHTS

3.1 Joint Enforcement. Upon discovery of any infringement of the Licensed Marks at the option of either Licensor or Licensee, appropriate legal action in connection therewith shall be undertaken either jointly or separately by Licensor and Licensee. In the event that such action is taken jointly, each party shall contribute equally to the expenses of any such action. If any damages for infringement are awarded by a final decree or judgment to Licensor and Licensee, then after deducting all expenses arising from the litigation and reimbursing each contributing party for its contributions, the remainder shall be divided equally among the contributing parties.

3.2 Independent Enforcement. If one party shall not wish to join or continue in any such action, but the other party shall wish to institute or continue such action, said one party shall render all reasonable assistance to the other party in connection therewith at said other party's expense and said other party shall be entitled to retain all recoveries with respect to such action.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF LICENSOR

Licensor hereby represents and warrants to Licensee as follows:

4.1 Ownership. Licensor is the sole and exclusive owner of the Licensed Marks.

4.2 Authority. Licensor is authorized to grant the rights conferred hereby.

4 . 3 No Violation. The execution and delivery of this Agreement, the granting of the rights contained herein and the use of the Licensed Marks in accordance with the terms of this Agreement, will not violate any laws or regulations or violate or invalidate any agreement or documents to which Licensor is a party and by which Licensor is bound or to which the Licensed Marks is subject.

4 . 4 No Other Grants. To knowledge of Licensor, no person or entity is entitled to any claim for compensation from Licensee for the use of the Licensed Marks in accordance with the terms and conditions of this Agreement, and no Person or entity has been granted any right in or to the Licensed Marks or any part hereof, anywhere in the world.

4 . 5 Infringement. The Licensed Marks are not the subject of any pending adverse claim or, to the knowledge of Licensor, the subject of any threatened litigation or claim of infringement or misappropriation. To Licensor's knowledge, the Licensed Marks do not infringe on any Intellectual Property Rights of any third party.

ARTICLE 5
MISCELLANEOUS

5.1 Incorporation by Reference. Sections 12.1, 12.3, 12.5,12.7 through 12.13, 12.15, 12.17 and 12.18 of the Asset Purchase Agreement are hereby incorporate by reference provided that all references to Seller shall be deemed to refer to Licensor and all references to Buyer shall be deemed to refer to Licensee.

[*Signature Page to Trademark License Agreement Follows*]

[*Signature Page to Trademark License Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

LICENSOR:

PUNCH DRUNK, INC.

By: _____
Name: Joe DeRobbio
Title: CEO

LICENSEE:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

Exhibit G

OFFICER'S CERTIFICATE
OF
ALLIANCE MMA, INC.

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among PUNCH DRUNK, INC., a Washington corporation ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), and Joe DeRobbio, an individual and resident of the State of Washington and Jason Robinett, an individual and resident of the State of Washington (DeRobbio and Robinett are hereby referred to as "Selling Stockholders"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Buyer on the Closing Date, that:

(a) he is the Chief Executive Officer of Buyer, and

(b) each of the conditions specified in clauses (a) through (g) of Section 8.1 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Buyer contained in Article 6 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller or the Selling Stockholder of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

ALLIANCE MMA, INC.

By: _____
Name:
Title: Chief Executive Officer

Exhibit H

OFFICER'S CERTIFICATE
OF
PUNCH DRUNK, INC.

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among PUNCH DRUNK, INC., a Washington corporation ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), and Joe DeRobbio, an individual and resident of the State of Washington and Jason Robinett, an individual and resident of the State of Washington (DeRobbio and Robinett are hereby referred to as "Selling Stockholders"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Seller on the Closing Date, that:

(a) he is the Chief Executive Officer of Seller, and

(b) each of the conditions specified in clauses (a) through (j) of Section 8.2 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Seller and the Selling Stockholder contained in Article 5 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller and the Selling Stockholder contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Buyer of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

PUNCH DRUNK, INC.

By: _____
Name: Joe DeRobbio
Title: Chief Executive Officer

Exhibit 10.5

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date"), is entered into by and among HOOSIER FIGHT CLUB PROMOTIONS, LLC, a Indiana limited liability company ("Seller"), Danielle L. Vale, an individual and resident of the State of Indiana ("Danielle"), and Paul Vale, an individual and resident of the State of Indiana ("Paul" and together with Danielle, the "Members"), and ALLIANCE MMA, INC., a Delaware corporation ("Buyer").

WHEREAS, Seller is engaged in promoting and conducting mixed martial arts events at various venues under the "Hoosier Fight Club" brand (the "Business"); and

WHEREAS, the Buyer desires to purchase the assets of Seller and approximately six other companies (the "Target Companies") primarily engaged in the business of promoting and conducting mixed martial arts events throughout the United States or providing services related to such events; and

WHEREAS, the closing of the acquisition of the assets of the Target Companies, including the closing of the transactions contemplated by this Agreement (collectively, the " Target Company Transactions") will occur substantially contemporaneously with the consummation of an initial underwritten public offering of Buyer's common stock (as more particularly defined herein, the "IPO"); and

WHEREAS, the IPO and the Target Company Transactions will be described in a Registration Statement on Form S-1 of the Buyer (the "Registration Statement") that will be filed with the Securities and Exchange Commission ("Commission") pursuant to the Securities Act of 1933, as amended, and the rules and regulations thereunder ("Securities Act");

WHEREAS, the Members own all of the issued and outstanding equity interests of Seller; and

WHEREAS, the Members and the Seller wish to provide for the sale of substantially all of the assets and property rights now owned and held by the Seller that are used or usable in the Business to the Buyer on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. The following terms have the following meanings when used herein:

"Accounts Receivable" has the meaning set forth in Section 2.1(b).

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation that is pending by or before any Governmental Authority.

"Affiliate" shall mean a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, the terms "control," "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person and, in the case of an entity, shall require (i) in the case of a corporate entity, direct or indirect ownership of at least a majority of the securities having the right to vote for the election of directors, and (ii) in the case of a non-corporate entity, direct or indirect ownership of at least a majority of the equity interests with the power to direct the management and policies of such non-corporate entity.

"Agreement" means this Asset Purchase Agreement, including all Schedules and Exhibits hereto, as it may be amended from time to time in accordance with its terms.

"Assignment and Assumption Agreement" means the Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit A.

"Assumed Contracts" has the meaning set forth in Section 2.1(d).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Bill of Sale, Conveyance and Assignment" means the Bill of Sale, Conveyance and Assignment in substantially the form attached hereto as Exhibit B.

"Business" means the business of promoting, sponsoring and otherwise commercializing mixed martial arts events including live, televised and pay-per-view events and the commercial exploitation of related products and services at such events.

"Business Day" means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

"Business Employees" has the meaning set forth in Section 5.17.

"Buyer" has the meaning set forth in the preamble hereto.

"Claim" has the meaning set forth in Section 10.4.

"Claim Notice" has the meaning set forth in Section 10.4.

"Claimed Amount" has the meaning set forth in Section 10.4.

"Closing" means the closing of the purchase and sale of the Purchased Assets contemplated by this Agreement which shall occur substantially concurrently with the closing of the IPO.

"Closing Date" means the date set forth in Section 4.1.

"Code" has the meaning set forth in Section 3.4.

"Collateral Sources" has the meaning set forth in Section 10.5(c).

"Commission" means the U.S. Securities and Exchange Commission.

"Common Stock" means the common stock of Buyer $0.001 par value per share.

"Confidential Information" has the meaning set forth in Section 12.3.

"Employee Plan" has the meaning set forth In Section 5.16.

"Encumbrance" shall mean any interest, consensual or otherwise, in property, whether real, personal or mixed property or assets, tangible or intangible, securing an obligation owed to, or a claim by a third Person, or otherwise evidencing an interest of a Person other than the owner of the property, whether such interest is based on common law, statute or contract, and including, but not limited to, any security interest, security title or lien arising from a mortgage, recordation of abstract of judgment, deed of trust, deed to secure debt, encumbrance, restriction, charge, covenant, claim, exception, encroachment, easement, right of way, license, permit, pledge, conditional sale, option trust (constructive or otherwise) or trust receipt or a lease, consignment or bailment for security purposes and other title exceptions and encumbrances affecting the property.

"Equipment" has the meaning set forth in Section 2.1(c).

"Excluded Assets" has the meaning set forth in Section 2.2.

"Executive Employment Agreement" means each of the Executive Employment Agreement entered into by and between Buyer and Danielle in substantially the form attached hereto as Exhibit C.

"Fighter Contract" has the meaning set forth in Section 5.21.

"Final Purchase Price Allocation" has the meaning set forth in Section 3.4.

"Governmental Authority" means any government or governmental or regulatory, judicial or administrative, body thereof, or political subdivision thereof, whether foreign, federal, state, national, supranational or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Gross Profit" has the meaning set forth in Section 3.2.

"Indemnified Person" has the meaning set forth in Section 10.3(a).

"Indemnifying Person" has the meaning set forth in Section 10.3(a).

"Intellectual Property Rights" means all intellectual property and other proprietary rights, protected or protectable, under the laws of the United States or any political subdivision thereof, including, without limitation (i) copyrights (including but not limited to all copyrights in Seller's mma event video library and fighter photographs and other copyrighted works); (ii) all computer software, trade secrets and market and other data, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other proprietary information, whether or not reduced to practice, and rights to limit the use or disclosure of any of the foregoing by any Person; (iii) all domestic and foreign patents and the registrations, applications, renewals, extensions, divisional applications and continuations (in whole or in part) thereof; and (iv) and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (i) through (iii) above. For purposes of clarification, Intellectual Property Rights shall not include any trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers together with all goodwill associated therewith which are licensed by Seller to Buyer pursuant to the Trademark License Agreement.

"Intellectual Property Transfer Agreement" means the Intellectual Property Transfer Agreement in substantially the form attached hereto as Exhibit D.

"Inventory" has the meaning set forth in Section 2.1(h).

"IPO" means an underwritten public offering of shares of Common Stock or other equity interests which generates cash proceeds sufficient to close on the Target Company Transactions pursuant to which the Common Stock or other equity interests will be listed or quoted on a Trading Market.

"IPO Price" means the price to the public reflected in the prospectus of the Buyer relating to the IPO that is first filed by the Buyer with the Commission pursuant to Rule 424(b) promulgated under the Securities Act.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation (including rules of any self-regulatory organization).

"Liability" has the meaning set forth in Section 2.3.

"Lock-Up Agreement" means that certain Lock-Up Agreement entered into by and among each Member, the Buyer and the underwriters participating in the IPO in substantially the form executed by each Person serving as an officer, director or 1% shareholder of Buyer or being issued shares of Common Stock in connection with the Target Company Transactions restricting the sale, transfer (other than for estate planning purposes), or other disposition of Common Stock held by such Person for a period of 180 days from the Closing Date.

"Losses" has the meaning set forth in Section 10.4.

"Most Recent Financial Statements" has the meaning set forth in Section 5.14.

"Non-Competition and Non-Solicitation Agreement" means that certain Non-Competition and Non-Solicitation Agreement in substantially the form attached hereto as Exhibit E.

"Order" shall mean any: (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court or other Governmental Authority; or (b) agreement with any Governmental Authority entered into in connection with any Proceeding.

"Other Agreements" means, collectively, the Assignment and Assumption Agreement, the Bill of Sale, Conveyance and Assignment, the Intellectual Property Transfer Agreement, the Non-Competition and Non-Solicitation Agreement, the Executive Employment Agreement, and the Trademark License Agreement.

"Permits" means all material permits, licenses, franchises and other authorizations of any Governmental Authority possessed by or granted to Seller in connection with the Business.

"Permitted Encumbrances" means (i) Encumbrances set forth on Schedule 2.1, (ii) the Assumed Liabilities and any Encumbrances securing the same, (iii) any Encumbrance in favor of a Person claiming by or through Buyer, (iv) any Encumbrance which will be released at Closing, and (v) the lien for ad valorem taxes not yet due or payable.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, trust or unincorporated organization, governmental entity, government or any agency or political subdivision thereof.

"Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

"Purchase Price" has the meaning set forth in Section 3.1.

"Purchased Assets" has the meaning set forth in Section 2.1.

"Registration Statement" has the meaning set forth in the recitals.

"Seller" has the meaning set forth in the preamble hereto.

"Target Companies" has the meaning set forth in the recitals.

"Target Company Transactions" has the meaning set forth in the recitals.

"Trademark License Agreement" means that certain Trademark License Agreement in substantially the form attached hereto as Exhibit F.

"Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the American Stock Exchange, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

"Taxes" shall mean all taxes, charges, fees, duties, levies or other assessments, including, without limitation, income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, goods and services, license, payroll, unemployment, environmental, customs duties, capital stock, disability, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational and interest equalization, windfall profits, severance and employees' income withholding, social security and similar employment taxes or any other taxes imposed by the United States or any other foreign country or by any state, municipality, subdivision or instrumentality of the Unites States or of any other foreign country or by any other tax authority, including all applicable penalties and interest, and such term shall include any interest, penalties or additions to tax attributable to such taxes.

"Third Party Claim" has the meaning set forth in Section 10.3(a).

"Third-Party Claim Notice" has the meaning set forth in Section 10.3(a).

"Transferred Intellectual Property" has the meaning set forth in Section 2.1(k).

"Unaudited Financial Statements" has the meaning set forth in Section 5.14.

"U.S. GAAP" means U.S. Generally Accepted Accounting Principles.

"1060 Forms" has the meaning set forth in Section 3.4.

ARTICLE 2
PURCHASE AND SALE

2.1 Agreements to Purchase and Sell. Subject to the terms and conditions contained herein, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, free and clear from all Encumbrances (except the Permitted Encumbrances), all of Seller's right, title and interest in and to all of the properties, assets, and other rights of every kind and nature, whether tangible or intangible, real or personal, owned, leased, licensed or otherwise held by Seller as of the Closing, in each case to the extent primarily relating to or used in the Business regardless of where such assets are located (collectively, the "Purchased Assets"), including but not limited to the following:

(a) all cash needed to conduct the Seller's first scheduled promotion following the Closing;

(b) all accounts receivable, notes and notes receivable and other receivables (whether or not billed) relating to the Business (collectively, the "Accounts Receivable") to the extent needed to satisfy Seller's cash outlays for its first scheduled promotion following the Closing;

(c) all lighting, trusses, machinery, tools, spare parts, vehicles, furniture, fixtures, fighter cages and other equipment and other tangible personal property (excluding Inventory) of the Business (collectively, the "Equipment"), including such Equipment identified on Schedule 2.1(c), and all transferrable warranties and guarantees, if any, express or implied, existing for the benefit of Seller in connection with the Equipment;

(d) all contracts and agreements of Seller including, without limitation, leases, licenses, sponsorship agreements, agreements with fighters and managers, employment agreements, non-competition and non-solicitation agreements, agreements with event venues, open quotations and bids from or to Seller's suppliers, customers or potential customers, and other agreements, whether oral or written, relating to or used in the Business, including those identified on Schedule 2.1(d) (collectively, the "Assumed Contracts");

(e) all rights under the all leases and subleases of real property relating to or used in the Business and listed on Schedule 2.1(e) ("Real Estate Leases");

(f) all deposits, prepayments and prepaid expenses or other similar current assets used in the Business;

(g) all transferable approvals, authorizations, certifications, consents, variances, permissions, licenses and Permits to or from, or filings, notices or recordings to or with, any Governmental Authority used in the Business;

(h) all inventory, including all raw materials, work-in-process, finished goods, packaging materials, office supplies, maintenance supplies, spare parts and similar items used or intended for use in connection with the Business ("Inventory");

(i) all leasehold improvements constructed by Seller or provided by landlords for Seller, subject to the rights and obligations under the Real Estate Leases;

(j) all sales and marketing information, including all customer records and sales history with respect to customers (including invoices), sales and marketing records, price lists, documents, correspondence, studies, reports, and all other books, ledgers, files, and records of every kind, tangible data, customer lists (including appropriate contact information), vendor and supplier lists, service provider lists, promotional literature and advertising materials, catalogs, data books and records, of the Seller, relating to the Business;

(k) all Intellectual Property Rights related to the Business, including the goodwill of the business related thereto (collectively, the "Transferred Intellectual Property");

(l) all records, reports and information files of Seller relating to the Business (including business development and development history files);

(m) all claims, warranties, guarantees, refunds, causes of action, defenses, counterclaims, rights of recovery, rights of set-off and rights of recoupment of every kind and nature (including rights to insurance proceeds) related to the Business, received after the Closing Date with respect to damage, non-conformance of or loss to the Purchased Assets, except for any of the foregoing to the extent they arise under the Excluded Assets;

(n) to the extent transferable, all telephone and facsimile numbers and Internet domain addresses, in each case related to the Purchased Assets, including, without limitation, those described on Schedule 2.1 (n);

(o) all other assets used in connection with the Business and not retained by Seller pursuant to Section 2.2.

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, Seller shall not sell, transfer or assign, and Buyer shall not purchase or otherwise acquire, the following assets of Seller (such assets being collectively referred to hereinafter as the "Excluded Assets"):

(a) all rights of Seller arising under this Agreement, the Other Agreements or from the consummation of the transactions contemplated hereby or thereby;

(b) all corporate minute books, stock records and Tax returns (including all work papers relating to such Tax returns) of Seller and such other similar corporate books and records of Seller as may exist on the Closing Date;

(c) all claims and rights to refunds of Taxes paid by or on behalf of Seller;

(d) all assets of any employee benefit plan, arrangement, or program maintained or contributed to by Seller;

(e) all licenses and approvals of any Governmental Authority related to the Business that are personal to Seller and non-transferrable;

(f) all employee, personnel and other records that Seller is required by Law to retain in its possession;

(g) all capital stock held in treasury;

(h) notes receivable from employees or shareholders of Seller; and

(i) the items set forth on Schedule 2.2.

2.3 Liabilities of Seller; Assumed Liabilities. Buyer is not assuming and shall not be held responsible for nor shall be required to assume or be obligated to pay, discharge or perform, any debts, taxes, adverse claims, obligations or liabilities of Seller of any kind or nature or at any time existing or asserted, whether fixed, contingent or otherwise, whether in connection with the Purchased Assets, the Business or otherwise and whether arising before or after the consummation of the transactions contemplated by this Agreement, or bear any cost or charge with respect thereto, including without limitation, any accounts or notes payable, Taxes, warranty or personal injury claims accrued prior to the Closing, commissions, union contracts, unemployment contracts, profit sharing, retirement, pension, bonus, hospitalization, vacation or other employee benefits or any employment or old-age benefits relating to the employees of Seller. Notwithstanding the foregoing, on the Closing Date, Buyer shall assume and agrees to timely pay, perform and discharge the following Liabilities of Seller (collectively referred to as the "Assumed Liabilities"):

(a) all Liabilities and all obligations arising after the Closing Date under the Assumed Contracts, other than any Liability arising out of or relating to a breach of any Assigned Contract that occurred prior to the Closing Date; and

(b) all Liabilities or other claims related to the Business, that arise from acts performed by Buyer after the Closing Date or that arise from ownership and operation of the Purchased Assets and Business after the Closing Date.

For purposes of this Agreement, "Liability" means any debt, obligation, duty or liability of any nature (including unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with U.S. GAAP and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

2 . 4 Procedures for Purchased Assets not Transferable. If any property or other rights included in the Purchased Assets are not assignable or transferable either by virtue of the provisions thereof or under applicable law without the consent of some third party or parties, Seller shall use its commercially reasonable efforts to obtain such consents after the execution of this Agreement, but prior to the Closing, and Buyer shall use its commercially reasonable efforts to assist in that endeavor. If any such consent cannot be obtained prior to the Closing and the Closing occurs, this Agreement, the Other Agreements and the related instruments of transfer shall not constitute an assignment or transfer of the Purchased Asset regarding which such consent was not obtained and Buyer shall not assume Seller's obligations with respect to such Purchased Asset, but Seller shall use its commercially reasonable efforts to obtain such consent as soon as reasonably possible after the Closing or otherwise obtain for Buyer the practical benefit of such property or rights and Buyer shall use its commercially reasonable efforts to assist in that endeavor. For purposes of this Section 2.4 only and not for the purposes of the rest of this Agreement, commercially reasonable efforts shall not include any requirement of either party to expend money, commence any litigation or offer or grant any accommodation (financial or otherwise) to any third party.

ARTICLE 3
PURCHASE PRICE

3 . 1 Purchase Price. The purchase price ("Purchase Price") for the Purchased Assets shall be $600,000, subject to the Make Good adjustment pursuant to Section 3.2.

3 . 2 Adjustments to Purchase Price. To the extent the Gross Profit generated from the Purchased Assets exceeds $100,000 for the full calendar year following the Closing, the Purchase Price will be adjusted upward proportionately such that each additional dollar of Gross Profit in excess of $100,000 will increase the Purchase Price by seven (7) dollars (the "Earn Out"). The Earn Out will be computed by the Company and confirmed by its accountants in the quarter following the full calendar year following the Closing. The methodology (including allocations of corporate revenue and expenses to the Purchased Assets and the Business) for determining the Earn Out will be consistently applied by Buyer to each of the Target Companies. Buyer will apply an allocation of any corporate revenues that are generated in whole or in part by the Purchased Assets or the Business to the Purchased Assets and the Business, and such allocation shall be commercially reasonable and proportionate in relation to the other Target Companies. The Earn Out will be paid to the Members in shares of Common Stock valued at the lesser of (i) the IPO Price and (ii) the trailing 20 day VWAP for the Common Stock on the Trading Market as reported by Bloomberg, L.P. as of the date Buyer reports its quarterly report on Form 10-Q for the quarter following the full calendar year following the Closing. As used in this Agreement and the Other Agreements, "Gross Profit" means total revenue minus the cost of revenue as determined by US GAAP, consistently applied. THE MEMBERS ACKNOWLEDGE THAT THE BASE SALARY FOR DANIELLE WILL BE DEEMED AN EXPENSE OF THE BUSINESS AND SHALL BE INCLUDED IN COST OF REVENUE FOR PURPOSES OF DETERMINING THE EARN OUT.

3.3 Payment of Purchase Price. The Purchase Price shall be paid at the Closing by delivery:

(a) to Seller of $120,000 in cash; and

(b) to Seller of the number of shares of Common Stock (rounded to the nearest whole number) equal to $480,000 divided by the IPO Price.

3.4 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets and the Assumed Liabilities in accordance with Schedule 3.4 (the "Final Purchase Price Allocation"), which has been prepared in accordance with the rules under Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent the Purchase Price is adjusted under Section 3.2, the parties shall adjust the Final Purchase Price Allocation consistent with Schedule 3.4 and the rules under Section 1060 of the Code to reflect such adjustment to the Purchase Price. The parties recognize that the Purchase Price does not include Buyer's acquisition expenses and that Buyer will allocate such expenses appropriately. The parties agree to act in accordance with the computations and allocations contained in the Final Purchase Price Allocation in any relevant Tax returns or filings (including any forms or reports required to be filed pursuant to Section 1060 of the Code or any provisions of local, state and foreign law ("1060 Forms")), and to cooperate in the preparation of any 1060 Forms and to file such 1060 Forms in the manner required by applicable law. Neither Buyer nor Seller shall take any position (whether in audits, Tax returns, or otherwise) that is inconsistent with the Final Purchase Price Allocation unless required to do so by applicable law.

ARTICLE 4
CLOSING

4.1 Closing Date. The Closing shall take place substantially concurrently with the closing of the IPO (such date, the "Closing Date") at a place and location to be agreed upon between Buyer and Seller, subject to the satisfaction or waiver of each of the conditions set forth in Article 8.

4.2 Transactions at Closing. At the Closing, subject to the terms and conditions hereof:

(a) Transfer of Purchased Assets and Seller's Closing Deliveries. Seller shall transfer and convey or cause to be transferred and conveyed to Buyer all of the Purchased Assets and Seller and Buyer shall execute and Seller shall deliver to Buyer each of the Other Agreements and such other good and sufficient instruments of transfer and conveyance as shall be necessary to vest in Buyer title to all of the Purchased Assets or as shall be reasonably requested by the Buyer. The Seller shall also deliver to Buyer the Seller Officer's Certificate required by Section 8.2(b) and all other documents required to be delivered by Seller at Closing pursuant hereto.

(b) Payment of Purchase Price, Assumption of Assumed Liabilities and Buyer's Closing Deliveries . In consideration for the transfer of the Purchased Assets and other transactions contemplated hereby Buyer shall deliver the Purchase Price to the Seller and shall execute and deliver to Seller the Bill of Sale, Conveyance and Assignment and the Assignment and Assumption Agreement, whereby Buyer assumes the Assumed Liabilities, and each of the Other Agreements, as well as the Buyer Officer's Certificate required by Section 8.1(b) and all other documents required to be delivered by Buyer at Closing pursuant hereto or as shall be reasonably requested by Seller.

(c) Notification of transfer of Purchased Assets. At or before the Closing, Seller will notify all parties to the contracts specified on Schedule 5.7 hereto of the transfer of the Purchased Assets to Buyer and provide copies of such notices to Buyer.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLER AND THE MEMBERS

Seller and the Members, jointly and severally, represent and warrant to Buyer as follows:

5.1 Organization. Seller is a corporation duly organized and validly existing in good standing under the laws of the State of Indiana, duly qualified to transact business as a foreign entity in such jurisdictions where the nature of its Business makes such qualification necessary, except as to jurisdictions where the failure to qualify would not reasonably be expected to have a material adverse effect on the Business of the Seller or the Purchased Assets, and has all requisite corporate power and authority to own, lease and operate the Purchased Assets and to carry on its Business, as now being conducted.

5.2 Due Authorization.

(a) Seller has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements, and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Seller, including approval of this Agreement and the Other Agreements by the board of directors of the Seller.

(b) Subject to obtaining any consents of Persons listed on Schedule 5.7, the signing, delivery and performance of this Agreement and the Other Agreements by Seller is not prohibited or limited by, and will not result in the breach of or a default under, or conflict with any obligation of Seller with respect to the Purchased Assets under (i) any provision of its certificate of incorporation, by-laws or other organizational documentation of Seller, (ii) any material agreement or instrument to which Seller is a party or by which it or its properties are bound, (iii) any authorization, judgment, order, award, writ, injunction or decree of any Governmental Authority which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, or (iv) any applicable law, statute, ordinance, regulation or rule which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, and, will not result in the creation or imposition of any Encumbrance on any of the Purchased Assets. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Seller and constitutes, or, in the case of the Other Agreements, will constitute, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

5.3 Equipment and other Purchased Assets. Other than as set forth on Schedule 5.3, the Equipment and other Purchased Assets owned by, in the possession of, or used by Seller, in connection with the Business is in good condition and repair, ordinary wear and tear excepted, and is usable in the ordinary course of business.

5 . 4 Title. Other than as set forth on Schedule 5.4, the Purchased Assets are owned legally and beneficially by Seller with good and transferable title thereto, free and clear of all Encumbrances other than Permitted Encumbrances. At the Closing, Buyer will receive legal and beneficial title to all of the Purchased Assets, free and clear of all Encumbrances, except for the Permitted Encumbrances and Assumed Liabilities, and subject to obtaining any consents of Persons listed on Schedule 5.7.

5.5 Intellectual Property. Identified on Schedule 5.5 is a complete and accurate list of all Intellectual Property Rights used by Seller in the Business. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is owned free and clear of all Encumbrances or has been duly licensed for use by Seller and all pertinent licenses and their respective material terms are set forth on Schedule 5.5. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is not the subject of any pending adverse claim or, to Seller's knowledge, the subject of any threatened litigation or claim of infringement or misappropriation. Except as set forth on Schedule 5.5, the Seller has not violated the terms of any license pursuant to which any part of the Transferred Intellectual Property has been licensed by the Seller. To Seller's knowledge, except as set forth on Schedule 5.5, the Transferred Intellectual Property does not infringe on any Intellectual Property Rights of any third party. To the Seller's knowledge the Transferred Intellectual Property together with the rights granted under the Trademark License Agreement constitutes all of the Intellectual Property Rights necessary to conduct the Business as presently conducted. Except as set forth on Schedule 5.5, the Transferred Intellectual Property will continue to be available for use by Buyer from and after the Closing at no additional cost to Buyer.

5 . 6 Litigation. Except as set forth on Schedule 5.6, there is no suit (at law or in equity), claim, action, judicial or administrative proceeding, arbitration or governmental investigation now pending or, to the best knowledge of Seller threatened, (i) arising out of or relating to any aspect of the Business, or any part of the Purchased Assets, (ii) concerning the transactions contemplated by this Agreement, or (iii) involving Seller, its shareholders, or the officers, directors or employees of Seller in reference to actions taken by them in the conduct of any aspect of the Business.

5.7 Consents. Except as set forth on Schedule 5.7, no notice to, filing with, authorization of, exemption by, or consent of any Person is required for Seller to consummate the transactions contemplated hereby.

5.8 Brokers, Etc. No broker or investment banker acting on behalf of Seller or under the authority of Seller is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Seller.

5 . 9 Absence of Undisclosed Liabilities. To Seller's knowledge, Seller has not incurred any material liabilities or obligations with respect to the Purchased Assets (whether accrued, absolute, contingent or otherwise), which continue to be outstanding, except as otherwise expressly disclosed in this Agreement.

5 . 1 0 Assumed Contracts. All current and complete copies of all Assumed Contracts (which shall be deemed to include all Fighter Contracts) have been delivered to or made available to the Buyer. Except as set forth on Schedule 5.10, the Assumed Contracts are all in full force and effect and, to Seller's knowledge, there are no outstanding material defaults or violations under such Assumed Contracts on the part of the Seller or, to the knowledge of the Seller, on the part of any other party to such Assumed Contracts, except for such defaults as will not have a material adverse effect on the Business or Purchased Assets, taken as a whole. Except as set forth on Schedule 5.10, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any Assumed Contract, other than in connection with negotiations for renewals and amendments in the ordinary course of business.

5.11 Tax Matters. In each case except as would not reasonably be expected to have a material adverse effect on the Purchased Assets:

(a) No failure, if any, of the Seller to duly and timely pay all Taxes, including all installments on account of Taxes for the current year, that are due and payable by it will result in an Encumbrance on the Purchased Assets;

(b) There are no proceedings, investigations, audits or claims now pending or threatened against the Seller in respect of any Taxes, and there are no matters under discussion, audit or appeal with any governmental authority relating to Taxes, which will result in an Encumbrance on the Purchased Assets;

(c) The Seller has duly and timely withheld all Taxes and other amounts required by law to be withheld by it relating to the Purchased Assets (including Taxes and other amounts relating to the Purchased Assets required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the account or benefit of any Person, including any employees, officers or directors and any non-resident Person), and has duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required by law to be remitted by it; and

(d) The Seller has duly and timely collected all amounts on account of any sales or transfer Taxes, including goods and services, harmonized sales and provincial or territorial sales Taxes with respect to the Purchased Assets, required by law to be collected by it and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by law to be remitted by it.

5.12 Scope of Rights in Purchased Assets. Except as set forth on Schedule 5.12, the rights, properties, and assets included in the Purchased Assets include substantially all of the rights, properties, and assets, of every kind, nature and description, wherever located, that Seller believes are necessary to own, use or operate the Business.

5.13 Compliance with Laws. Seller is in compliance with all laws applicable to the Business, except where the failure to be in compliance would not have a material adverse effect on the Purchased Assets or the Business. Seller has not received any unresolved written notice of or been charged with the violation of any laws applicable to the Business except where such charge has been resolved. Except as set forth on Schedule 5.13, there are no pending or, to the knowledge of the Seller, threatened actions or proceedings by any Governmental Authority, which would prohibit or materially impede the Business.

5.14 Financial Statements. Seller has provided to Buyer for inclusion in the Registration Statement copies of the audited balance sheet of the Seller at December 31, 2013 and December 31, 2014 and the related statements of income and cash flows for the years then ended (collectively, the "Audited Financial Statements") together with the unaudited balance sheet of the Seller at September 30, 2015 and the related statements of income and cash flows for the nine months then ended (referred to as the "Most Recent Financial Statements". Except as set forth on Schedule 5.14, such Audited Financial Statements and Most Recent Financial Statements have been compiled in accordance with U.S. GAAP and fairly present, in all material respects, the net assets of the Business at December 31, 2014 and for the nine months ended September 30, 2015 and the operating profit or loss of the Business.

5.15 Absence of Certain Changes. Except as contemplated by this Agreement, reflected in the Most Recent Financial Statements or set forth on Schedule 5.15, since December 31, 2014, (i) the Business has been conducted in all material respects in the ordinary course of business and (ii) neither Seller nor the Members have taken any of the following actions:

(a) sold, assigned or transferred any material portion of the Purchased Assets other than (i) in the ordinary course of business or (ii) sales or other dispositions of obsolete or excess equipment or other assets not used in the Business;

(b) cancelled any indebtedness other than in the ordinary course of business, or waived or provided a release of any rights of material value to the Business or the Purchased Assets;

(c) except as required by Law, granted any rights to severance benefits, "stay pay", termination pay or transaction bonus to any Business Employee or increased benefits payable or potentially payable to any such Business Employee under any previously existing severance benefits, "stay-pay", termination pay or transaction bonus arrangements (in each case, other than grants or increases for which Buyer will not be obligated following the Closing);

(d) except in the ordinary course of business, made any capital expenditures or commitments therefor with respect to the Business in an amount in excess of $50,000 in the aggregate;

(e) acquired any entity or business (whether by the acquisition of stock, the acquisition of assets, merger or otherwise), other than acquisitions that have not or will not become integrated into the Business;

(f) amended the terms of any existing Employee Plan, except for amendments required by Law;

(g) changed the Tax or accounting principles, methods or practices of the Business, except in each case to conform to changes required by Tax Law, in U.S. GAAP or applicable local generally accepted accounting principles;

(h) amended, cancelled (or received notice of future cancellation of) or terminated any Assumed Contract which amendment, cancellation or termination is not in the ordinary course of business;

(i) materially increased the salary or other compensation payable by Seller to any Business Employee, or declared or paid, or committed to declare or pay, any bonus or other additional payment to and Business Employees, other than (A) payments for which Buyer shall not be liable after Closing, (B) customary compensation increases and (C) bonus awards or payments under existing bonus plans and arrangements awarded to Business Employees which have been awarded or paid in the ordinary course of business;

(j) failed to make any material payments under any Assumed Contracts or Permits as and when due (except where contested in good faith or cured by Seller) under the terms of such Assumed Contracts or Permits;

(k) suffered any material damage, destruction or loss relating to the Business or the Purchased Assets, not covered by insurance;

(l) incurred any material claims relating to the Business or the Purchased Assets not covered by applicable policies of liability insurance within the maximum insurable limits of such policies;

(m) mortgaged, sold, assigned, transferred, pledged or otherwise placed an Encumbrance on any Purchased Asset, except in the ordinary course of business, as otherwise set forth herein or that will be released at Closing;

(n) transferred, granted, licensed, assigned, terminated or otherwise disposed of, modified, changed or cancelled any material rights or obligations with respect to any of the Transferred Intellectual Property, except in the ordinary course of business; or

(o) entered into any agreement or commitment to take any of the actions set forth in paragraphs (a) through (n) of this Section 5.15.

5.16 Employee Benefit Plans. Attached on Schedule 5.16 is a list of all qualified and non-qualified pension and welfare benefit plans of Seller (the "Employee Plans"). Each of the Employee Plans has been operated in accordance with its terms, does not discriminate (as that term is defined in the Code) and will, along with all other bonus plans, incentive or compensation arrangements provided by Seller to or for its employees, be terminated by Seller immediately following Closing. All payments due from Seller pursuant thereto have been paid.

5.17 Business Employees. Attached on Schedule 5.17 is a list of all employees of Seller (collectively, the "Business Employees"), their current salaries or compensation, a listing of commission arrangements, a list of commitments for future salary or compensation increases, and the last salary raise with dates and amounts. Schedule 5.17 lists all individuals with whom Seller has employment, consulting, representative, labor, non-compete or any other restrictive agreements. Except as set forth on Schedule 5.17, Seller has not entered into any severance or similar arrangement with respect of any Business Employee (or any former employee or consultant) that will result in any obligation (absolute or contingent) of Buyer or Seller to make any payment to any Business Employee (or any former employee or consultant) following termination of employment.

5.18 Labor Relations. Except as set forth on Schedule 5.18, Seller has complied in all material respects with all federal, state and local laws, rules and regulations relating to the employment of labor including those related to wages, hours and the payment of withholding and unemployment Taxes. Seller has withheld all amounts required by law or agreement to be withheld from the wages or salaries of its employees and is not liable for any arrearage of wages or any Taxes or penalties for failure to comply with any of the foregoing.

5.19 Sponsors, Vendors and Suppliers. Attached on Schedule 5.19 is a complete and accurate list of (i) the five (5) largest sponsors of Seller in terms of revenue during the period from January 1, 2014 through June 30, 2015, showing the approximate total amount of sponsorship revenue by Seller from each such sponsor during such period; and (ii) the five (5) largest vendors and suppliers (whether of production services, event venues, equipment, fighter managers, etc.) to Seller in terms of purchases or payments made by Seller to such vendor or supplier during the period from January 1, 2014 through June 30, 2015, showing the approximate total purchases or payments by Seller from each such supplier during such period. Except as set forth on Schedule 5.19 and to Seller's knowledge, as of the date of this Agreement there has been no adverse change in the business relationship of Seller with any sponsor or supplier named on Schedule 5.19 that is material to the Business or the financial condition of Seller.

5.20 Conflict of Interest. Except as set forth on Schedule 5.20, neither Seller nor the Members have any direct or indirect interest (except through ownership of less than five percent (5%) of the outstanding securities of corporations listed on a national securities exchange or registered under the Securities Exchange Act of 1934, as amended) in (i) any entity which does business with Seller or is competitive with the Business, or (ii) any property, asset or right which is used by Seller in the conduct of its Business.

5.21 Fighters Under Contract. Schedule 5.21 sets forth each agreement to which the Seller or any Member is a party with any professional mixed martial arts fighter and the economic terms of each such agreement (each a "Fighter Contract"). Each Fighter Contract is in full force and effect and, to Seller's knowledge, there are no outstanding material defaults or violations under any such Fighter Contract on the part of the Seller or, to the knowledge of the Seller, on the part of any other party to such Fighter Contract, except for such defaults as will not have a material adverse effect on the Business or Purchased Assets, taken as a whole. Except as set forth on Schedule 5.21, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any Fighter Contract, other than in connection with negotiations for renewals and amendments in the ordinary course of business.

5.22 Inventories. All Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, has been purchased in the ordinary course of business, is free from material defects, consists of goods of the kind, quantity and quality regularly used and sold in the Business. The Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, is merchantable and fit for its intended purpose and Seller has not, is not contemplating, nor has any reason to believe that a recall of such items or any items previously sold by Seller is necessary or warranted.

5.23 Accounts Receivable. All of the Accounts Receivable are (and as of the Closing Date will be) bona fide receivables subject to no counterclaims or offsets and arose in the ordinary course of business. At the Closing and except for Permitted Encumbrances, no person or entity will have any lien on such Accounts Receivable or any part thereof, and no agreement for deduction, free goods, discount or other deferred price or quantity adjustment will have been made with respect to any such Accounts Receivable.

5.24 Insurance. Seller maintains (i) insurance on all the Purchased Assets covering property damage by fire or other casualty which it is customary for Seller to insure, (ii) insurance protection against all liabilities, claims, and risks against which it is customary for Seller to insure, and (iii) insurance for worker's compensation and unemployment, products liability, and general public liability. All of such policies are consistent with past practices of Seller. Seller is not in default under any of such policies or binders. Such policies and binders are in full force and effect on the date hereof and shall be kept in full force and effect through the Closing Date.

5.25 Payment of Debts. Except for those liabilities assumed by Buyer pursuant to Section 2.3, Seller has made adequate provisions for payments of the amount due to its creditors and shall pay the same at Closing or pursuant to their existing terms on or before the Closing.

5.26 Accuracy of Statements. No representation or warranty by Seller or any Member in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Seller or any Member that materially adversely affects the business, financial condition or affairs of the Business, Seller or any Member. No representation made by a Member to Buyer during the due diligence process leading up to the execution of this Agreement on in connection with the other Target Company Transactions contained an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

5.27 Representations and Warranties of Buyer. Neither Seller nor any Member are aware of, or have discovered through due diligence, any breaches by Buyer of its representations and warranties made in Article 6 of this Agreement, which they have not disclosed to Buyer.

5.28 Sufficiency of Assets. Other than as set forth on Schedule 5.28, the Purchased Assets constitute all of the assets necessary to conduct the Business as it is conducted as of the date of this Agreement. Other than as set forth on Schedule 5.28, all Permits and Assumed Contracts, including those identified on Schedule 2.1(d) will be available for use by the Buyer on materially identical terms (i) as of the Closing and (ii) for one year following the Closing.

5.29 The Members.

(a) No Member has ever (i) made a general assignment for the benefit of creditors, (ii) filed, or had filed against such Member, any bankruptcy petition or similar filing, (iii) suffered the attachment or other judicial seizure of all or a substantial portion of such Member's assets, (iv) admitted in writing such Member's inability to pay his or her debts as they become due, or (v) taken or been the subject of any action that may have an adverse effect on his ability to comply with or perform any of his covenants or obligations under any of the Other Agreements or which would require disclosure in the Registration Statement.

(b) No Member is subject to any Order or is bound by any agreement that may have an adverse effect on his ability to comply with or perform any of his or her covenants or obligations under any of the Other Agreements. There is no Proceeding pending, and no Person has threatened to commence any Proceeding, that may have an adverse effect on the ability of any Member to comply with or perform any of his covenants or obligations under any of the Other Agreements. No event has occurred, and no claim, dispute or other condition or circumstance exists, that might directly or indirectly give rise to or serve as a basis for the commencement of any such Proceeding.

5.30 Investment Purposes.

(a) Seller and each Member (i) understand that the shares of Common Stock to be issued to Seller pursuant to this Agreement have not been registered for sale under any federal or state securities Laws and that such shares are being offered and sold to Seller pursuant to an exemption from registration provided under Section 4(2) of the Securities Act, (ii) agree that Seller is acquiring such shares for its own account for investment purposes only and without a view to any distribution thereof other than to the Members as permitted by the Securities Act and subject to the Lock-Up Agreement, (iii) acknowledge that the representations and warranties set forth in this Section 5.30 are given with the intention that the Buyer rely on them for purposes of claiming such exemption from registration, and (iv) understand that they must bear the economic risk of the investment in such shares for an indefinite period of time as such shares cannot be sold unless subsequently registered under applicable federal and state securities Laws or unless an exemption from registration is available therefrom.

(b) Seller and each Member agree (i) that the shares of Common Stock to be issued to Seller pursuant to this Agreement will not be sold or otherwise transferred for value unless (x) a registration statement covering such shares has become effective under applicable state and federal securities laws, including, without limitation, the Securities Act, or (y) there is presented to the Buyer an opinion of counsel satisfactory to the Buyer that such registration is not required, (ii) that any transfer agent for the Common Stock may be instructed not to transfer any such shares unless it receives satisfactory evidence of compliance with the foregoing provisions, and (iii) that there will be endorsed upon any certificate evidencing such shares an appropriate legend calling attention to the foregoing restrictions on transferability of such shares.

(c) Seller and each Member is an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act.

(d) Seller and each Member (i) are aware of the business, affairs and financial condition of the Buyer and the other Target Companies, and have acquired sufficient information about the Buyer and the other Target Companies, the IPO and the Target Company Transactions to reach an informed and knowledgeable decision to acquire the shares of Common Stock to be issued to Seller pursuant to this Agreement, (ii) have discussed the Buyer's plans, operations and financial condition with the Buyer's officers, (iii) have received all such information as they have deemed necessary and appropriate to enable them to evaluate the financial risk inherent in making an investment in the shares of Common Stock to be issued pursuant to this Agreement, (iv) have sufficient knowledge and experience in financial and business matters and in the business of conducting mixed martial arts promotions so as to be capable of evaluating the merits and risks of their investment in Common Stock, and (v) are capable of bearing the economic risks of such investment.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller and the Members as follows:

6.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own its property and to carry on its business as it is now being conducted.

6.2 Due Authorization. Buyer has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Buyer. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Buyer and constitutes, or, in the case of the Other Agreements will constitute, the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

6.3 Consents. Except as set forth on Schedule 6.3, no notice to, filing with, authorization of, exemption by, or consent of, any Person is required for Buyer to consummate the transactions contemplated hereby.

6.4 No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in (i) a violation of or a conflict with any provision of the certificate of incorporation, by-laws or other organizational document of Buyer; (ii) a breach of, or a default under, any term of provision of any contract, agreement, indebtedness, lease, commitment, license, franchise, permit, authorization or concession to which Buyer is a party which breach or default would have a material adverse effect on the business or financial condition of Buyer or their ability to consummate the transactions contemplated hereby; or (iii) a violation by Buyer of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, which violation would have a material adverse effect on the business or financial condition of Buyer or its ability to consummate the transactions contemplated hereby.

6.5 Brokers, Etc. No broker or investment banker acting on behalf of Buyer or under the authority of Buyer is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Buyer. All underwriting discounts and fees incident to the IPO will be paid by Buyer.

6.6 Accuracy of Statements. No representation or warranty by Buyer in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Buyer that materially adversely affects the business, financial condition or affairs of the Buyer.

6.7 Representations and Warranties of Seller and the Members. Buyer is not aware of, nor has discovered through due diligence, any breaches by Seller or any Member of their respective representations and warranties made in Article 5 of this Agreement, which it has not disclosed to Seller and the Members.

6.8 Capitalization. The authorized capital stock of the Buyer consists of (i) 45,000,000 shares of Common Stock, of which on the date hereof 2,366,250 shares are issued and outstanding, and (ii) 5,000,000 shares of preferred stock, $0.001 par value per share, of which on the date hereof and on the Closing Date no shares are issued and outstanding. Other than shares of Common Stock sold in the IPO or issued in connection with the Target Company Transactions, and set forth in the Registration Statement no subscription, warrant, option, convertible security or other right (contingent or otherwise) to purchase, acquire (including rights of first refusal, anti-dilution or pre-emptive rights) or register under the Securities Act any shares of capital stock of the Company is authorized or outstanding. The Company does not have any obligation to issue any subscription, warrant, option, convertible security or other such right or to issue or distribute to holders of any shares of its capital stock any evidence of indebtedness or assets of the Company. The Company does not have any obligation to purchase, redeem or otherwise acquire any shares of its capital stock or any interest therein or to pay any dividend or make any other distribution in respect thereof. There are no outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights with respect to the Company. At the Closing, the shares of Common Stock to be issued to Seller as consideration for the Purchase Price will be duly authorized, validly issued, fully paid and non-assessable.

ARTICLE 7
COVENANTS AND CONDUCT OF SELLER
FROM THE DATE OF EXECUTION OF THIS AGREEMENT TO THE CLOSING DATE

Seller and the Members, jointly and severally, covenant that from the date of the execution of this Agreement to the Closing Date, Seller shall:

7.1 Compensation. Except in the ordinary course of business or as set forth on Schedule 7.1, not increase or commit to increase, the amount of compensation payable, or to become payable by Seller, or make, any bonus, profit-sharing or incentive payment to any of its officers, directors or relatives of any of the foregoing;

7.2 Encumbrance of Assets. Not cause any Encumbrance of any kind other than Permitted Encumbrances to be placed upon any of the Purchased Assets or other assets of Seller, exclusive of liens arising as a matter of law in the ordinary course of business as to which there is no known default;

7.3 Incur Liabilities. Not take any action which would cause Seller to incur any obligation or liability (absolute or contingent) except liabilities and obligations incurred in the ordinary course of business or which will be paid at Closing;

7.4 Disposition of Assets. Not sell or transfer any of the Purchased Assets or any other tangible or intangible assets of Seller or cancel any debts or claims, except in each case in the ordinary course of business;

7.5 Executory Agreements. Except for modifications in connection with extensions of existing agreements in the ordinary course of business, not modify, amend, alter, or terminate (by written or oral agreement, or any manner of action or inaction), any of the executory agreements of Seller including, without limitation, any Fighter Contracts, agreements with vendors, televisions or media partners, event sponsors or event venue providers except as otherwise approved by Buyer in writing, which consent will not be unreasonably withheld or delayed;

7.6 Material Transactions. Not enter into any transaction material in nature or amount without the prior written consent of Buyer, except for transactions in the ordinary course of business;

7.7 Purchase or Sale Commitments. Not undertake any purchase or sale commitment that will result in purchases outside of customary requirements;

7.8 Preservation of Business. Use its best efforts to preserve the Purchased Assets, keep in faithful service the present officers and key employees of Seller (other than increasing compensation to do so) and preserve the goodwill of its suppliers, customers and others having business relations with Seller;

7 . 9 Investigation. Allow, during normal business hours, Buyer's personnel, attorneys, accountants and other authorized representatives free and full access to the plans, properties, books, records, documents and correspondence, and all of the work papers and other documents relating to Seller in the possession of Seller, its officers, directors, employees, auditors or counsel, in order that Buyer may have full opportunity to make such investigation as it may desire of the properties and Business of Seller;

7.10 Compliance with Laws. Comply in all material respects with all Laws applicable to Seller or to the conduct of its Business;

7.11 Notification of Material Changes. Provide Buyer's representatives with prompt written notice of any material and adverse change in the condition (financial or other) of Seller's assets, liabilities, earnings, prospects or business which has not been disclosed to Buyer in this Agreement; and

7 . 1 2 Cooperation. Cooperate fully, completely and promptly with Buyer in connection with (i) securing any approval, consent, authorization or clearance required hereunder, or (ii) satisfying any condition precedent to the Closing without additional cost and expense to Seller unless such action is otherwise the obligation of Seller.

7 . 1 3 Accounting Matters and Registration Statement. Cooperate fully, completely and promptly with Buyer, its counsel, and all auditors in connection with the Registration Statement, including using best efforts to provide Buyer at Seller's expense with all Seller financial statements required by Regulation S-X promulgated under the Securities Act for inclusion in the Registration Statement.

Nothing in this Agreement shall prohibit Seller from paying dividends and other distributions to the Members.

ARTICLE 8
CONDITIONS TO CLOSING

8 . 1 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Seller):

(a) Performance of Agreements and Conditions. All agreements and covenants to be performed and satisfied by Buyer hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Buyer in all material respects.

(b) Representations and Warranties True . The representations and warranties of Buyer contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Buyer contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller of the transactions contemplated by this Agreement taken as a whole, in each such case on and as of the Closing Date, with the same effect as though made on and as of the Closing Date, and there shall be delivered to Seller on the Closing Date a certificate, in form of Exhibit H attached hereto, executed by the Chief Executive Officer of Buyer to that effect (the "Buyer Officer's Certificate").

(c) Payment of Purchase Price. Buyer shall have paid the Purchase Price and assumed the Assumed Liabilities as provided in Section 4.2(b).

(d) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(e) Other Agreements. Buyer shall have delivered to Seller a duly executed copy of each of the Other Agreements.

(f) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

8.2 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Buyer):

(a) Performance of Agreements and Covenants. All agreements and covenants to be performed and satisfied by Seller and the Members hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Seller in all material respects.

(b) Representations and Warranties True. The representations and warranties of Seller and the Members contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Seller and the Members contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the Purchased Assets or the Business taken as a whole, in each such case on and as of the Closing Date with the same effect as though made on and as of the Closing Date (except for those representations and warranties that specifically refer to some other date), and there shall be delivered by Seller on the Closing Date a certificate, in form of Exhibit H attached hereto, executed by the Chief Executive Officer of Seller to that effect (the "Seller Officer's Certificate").

(c) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(d) Other Agreements. Seller and the Members shall have delivered to Buyer a duly executed copy of each of the Other Agreements to which it is a party.

(e) Material Adverse Change. There shall not have been a material adverse change in the Seller's business, financial condition, prospects, assets or operations relating to the Purchased Assets or the Business, taken as a whole, except to the extent such material adverse change arises from or relates to: (i) any change in economic, business or financial market conditions in the United States or regions in which the Business operates, (ii) changes in any Laws or in accounting rules or standards; (iii) any natural disaster, act of terrorism or war, or the outbreak of hostilities, or any other international or domestic calamity or crisis; (iv) any action taken or not taken with the prior written consent of the Purchaser or required or expressly permitted by the terms of this Agreement; (v) the pendency of this Agreement and the transactions contemplated hereby or (vi) any existing event, circumstance, change or effect with respect to which the Buyer has knowledge as of the date of this Agreement.

(f) Non-Competition and Non-Solicitation Agreements. The Members shall each have entered into a Non-Competition and Non-Solicitation Agreement with the Buyer in substantially the form attached hereto as Exhibit E.

(g) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

(h) IPO. Buyer shall have completed the IPO.

(i) Available Cash at Closing. The amount of cash acquired at Closing pursuant to Section 2.1(a) shall be at a minimum sufficient to conduct the Seller's next scheduled event consistent with past practice and utilizing solely the Purchased Assets.

(j) Satisfaction of Encumbrances. Seller shall deliver a payoff letter or similar documentation, in form reasonably acceptable to Buyer, terminating any Encumbrance on any of the Purchased Assets, together with executed UCC-2 or UCC-3 termination statements (or any other applicable termination statement) executed by each Person holding Encumbrances on any Purchased Asset.

ARTICLE 9
POST-CLOSING COVENANTS, OTHER AGREEMENTS

9.1 Availability of Records. After the Closing, Buyer, shall make available to Seller as reasonably requested by Seller, its agents and representatives, or as requested by any Governmental Authority, all information, records and documents relating to the Purchased Assets for all periods prior to Closing and shall preserve all such information, records and documents until the later of: (a) six (6) years after the Closing; (b) the expiration of all statutes of limitations for Taxes for periods prior to the Closing, or extensions thereof applicable to Seller and its shareholders for Tax information, records or documents; or (c) the required retention period for all government contract information, records or documents. Prior to destroying any records related to Seller for the period prior to the Closing, Buyer shall notify Seller ninety (90) days in advance of any such proposed destruction of its intent to destroy such records, and Buyer will permit Seller to retain any such records.

9.2 Tax Matters.

(a) Bifurcation of Taxes. Seller and its Affiliates shall be solely liable for all Taxes imposed upon Seller attributable to the Purchased Assets for all taxable periods ending on or before the Closing Date. Buyer and its Affiliates shall be solely liable for any Taxes imposed upon Buyer attributable to the Purchased Assets for any taxable year or taxable period commencing after the Closing Date.

(b) Transfer Taxes. Buyer and Seller shall each pay one-half of any and all sales, use, transfer and documentary Taxes and recording and filing fees applicable to the transfer of the Purchased Assets.

(c) Cooperation and Records. After the Closing Date, Buyer and Seller shall cooperate in the filing of any Tax returns or other Tax-related forms or reports, to the extent any such filing requires providing each other with necessary relevant records and documents relating to the Purchased Assets. Seller and Buyer shall cooperate in the same manner in defending or resolving any Tax audit, examination or Tax-related litigation. Buyer and Seller shall cooperate in the same manner to minimize any transfer, sales and use Taxes. Nothing in this Section shall give Buyer or Seller any right to review the other's Tax returns or Tax related forms or reports.

(d) Bulk Sales Laws. Seller and Buyer waive compliance with bulk sales laws for Tax purposes.

9.3 Post-Closing Delivery. Subject to the provisions of Section 4.2, Seller agrees to arrange for physical delivery to Buyer of the tangible Purchased Assets in Seller's possession. Buyer and Seller acknowledge that title and risk of loss with respect to all Purchased Assets shall pass to Buyer at Closing. Seller agrees to use commercially reasonable efforts to preserve and maintain the tangible Purchased Assets in good working condition and to protect such Purchased Assets against damage, deterioration and other wasting. All Intellectual Property (in particular all MMA video content) comprising the Purchased Assets will be delivered to Buyer in electronic form consistent with common industry practice.

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification by Seller and the Members. Seller and each Member hereby jointly and severally agree to indemnify, defend and hold Buyer harmless from and against any Losses (defined below) in respect of the following:

(a) Losses resulting in bodily injury, wrongful death, and/or property damages, including without limitation, actual, punitive, direct, indirect, or consequential damages and all attorney's fees and court costs recoverable by the injured party or parties arising out of litigation that is currently pending against Seller or arising from facts which occurred prior to Closing which, in the case of litigation, the defense of which is not being defended by Seller's insurance carrier or, if the same results in or has resulted in a verdict or damages to be paid, the same is not being paid by Seller's insurance company.

(b) Losses resulting from the breach of any representations, warranties, covenants or agreements made by Seller or any Member in this Agreement or the Other Agreements.

10.2 Indemnification by Buyer. Buyer hereby agrees to indemnify, defend and hold Seller and the Members harmless from and against any Losses in respect of the following:

(a) Losses resulting from any breach of any representations, warranties, covenants or agreements made by Buyer in this Agreement or the Other Agreements.

(b) Buyer's operation of the Business and ownership of the Purchased Assets after the Closing, including, without limitation, all sales and use Taxes, ad valorem Taxes, and products liability claims with respect to such post-Closing operations.

(c) The Assumed Liabilities, including all claims arising from the obligations assumed under the Assumed Contracts as set forth in Section 2.1(d).

10.3 Indemnification Procedure for Third-Party Claims.

(a) In the event that any party (the "Indemnified Person") desires to make a claim against any other party (the "Indemnifying Person") in connection with any Losses for which the Indemnified Person may seek indemnification hereunder in respect of a claim or demand made by any Person not a party to this Agreement against the Indemnified Person (a "Third-Party Claim"), such Indemnified Person must notify the Indemnifying Person in writing, of the Third-Party Claim (a "Third-Party Claim Notice") as promptly as reasonably possible after receipt, but in no event later than fifteen (15) calendar days after receipt, by such Indemnified Person of notice of the Third-Party Claim; provided, that failure to give a Third-Party Claim Notice on a timely basis shall not affect the indemnification provided hereunder except to the extent the Indemnifying Person shall have been actually and materially prejudiced as a result of such failure. Upon receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall be entitled, at the Indemnifying Person's election, to assume or participate in the defense of any Third-Party Claim at the cost of Indemnifying Person. In any case in which the Indemnifying Person assumes the defense of the Third-Party Claim, the Indemnifying Person shall give the Indemnified Person ten (10) calendar days' notice prior to executing any settlement agreement and the Indemnified Person shall have the right to approve or reject the settlement and related expenses; provided, however, that upon rejection of any settlement and related expenses, the Indemnified Person shall assume control of the defense of such Third-Party Claim and the liability of the Indemnifying Person with respect to such Third-Party Claim shall be limited to the amount or the monetary equivalent of the rejected settlement and related expenses.

(b) The Indemnified Person shall retain the right to employ its own counsel and to discuss matters with the Indemnifying Person related to the defense of any Third-Party Claim, the defense of which has been assumed by the Indemnifying Person pursuant to Section 10.3(a) of this Agreement, but the Indemnified Person shall bear and shall be solely responsible for its own costs and expenses in connection with such participation; provided, however, that, subject to Section 10.3(a) above, all decisions of the Indemnifying Person shall be final and the Indemnified Person shall cooperate with the Indemnifying Person in all respects in the defense of the Third-Party Claim, including refraining from taking any position adverse to the Indemnifying Person.

(c) If the Indemnifying Person fails to give notice of the assumption of the defense of any Third-Party Claim within a reasonable time period not to exceed forty-five (45) days after receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall no longer be entitled to assume (but shall continue to be entitled to participate in) such defense. The Indemnified Person may, at its option, continue to defend such Third-Party Claim and, in such event, the Indemnifying Person shall indemnify the Indemnified Person for all reasonable fees and expenses in connection therewith (provided it is a Third-Party Claim for which the Indemnifying Person is otherwise obligated to provide indemnification hereunder). The Indemnifying Person shall be entitled to participate at its own expense and with its own counsel in the defense of any Third-Party Claim the defense of which it does not assume. Prior to effectuating any settlement of such Third-Party Claim, the Indemnified Person shall furnish the Indemnifying Person with written notice of any proposed settlement in sufficient time to allow the Indemnifying Person to act thereon. Within fifteen (15) days after the giving of such notice, the Indemnified Person shall be permitted to effect such settlement unless the Indemnifying Person (a) reimburses the Indemnified Person in accordance with the terms of this Article 10 for all reasonable fees and expenses incurred by the Indemnified Person in connection with such Claim; (b) assumes the defense of such Third-Party Claim; and (c) takes such other actions as the Indemnified Person may reasonably request as assurance of the Indemnifying Person's ability to fulfill its obligations under this Article 10 in connection with such Third-Party Claim.

10.4 Indemnification Procedure for Other Claims. An Indemnified Party wishing to assert a claim for indemnification which is not a Third Party Claim subject to Section 10.3 (a "Claim") shall deliver to the Indemnifying Party a written notice (a "Claim Notice") which contains (i) a description and, if then known, the amount (the "Claimed Amount") of any Losses incurred by the Indemnified Party or the method of computation of the amount of such claim of any Losses, (ii) a statement that the Indemnified Party is entitled to indemnification under this Article 10 and a reasonable explanation of the basis therefor, and (iii) a demand for payment in the amount of such Losses. Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party shall deliver to the Indemnified Party a written response in which the Indemnifying Party shall: (A) agree that the Indemnified Party is entitled to receive all of the Claimed Amount, (B) agree in a "Counter Notice" that the Indemnified Party is entitled to receive part, but not all, of the Claimed Amount (the "Agreed Amount"), or (C) contest that the Indemnified Party is entitled to receive any of the Claimed Amount including the reasons therefor. If the Indemnifying Party in the Counter Notice or otherwise contests the payment of all or part of the Claimed Amount, the Indemnifying Party and the Indemnified Party shall use good faith efforts to resolve such dispute. If such dispute is not resolved within sixty (60) days following the delivery by the Indemnifying Party of such response, the Indemnifying Party and the Indemnified Party shall each have the right to submit such dispute to a court of competent jurisdiction in accordance with the provisions of Section 12.17.

10.5 Losses.

(a) For purposes of this Agreement, "Losses" shall mean all actual liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including, without limitation, reasonable attorneys', accountants' and consultants' fees and expenses and court costs, including punitive, indirect, consequential or other similar damages. Losses shall include punitive, indirect, consequential or similar damages only for claims brought by third parties.

(b) Any liability for indemnification under this Agreement shall be determined without duplication of recovery due to the facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement.

(c) The Indemnified Person agrees to use all reasonable efforts to obtain recovery from any and all third parties who are obligated respecting a Loss (e.g. parties to indemnification agreements, insurance companies, etc.) ("Collateral Sources") respecting any Claim pursuant to which the Indemnified Person is entitled to indemnification hereunder. If the amount to be netted hereunder from any payment from a Collateral Source is determined after payment of any amount otherwise required to be paid to an Indemnified Person under this Article 10, the Indemnified Person shall repay to the Indemnifying Person, promptly after such receipt from Collateral Source, any amount that the Indemnifying Person would not have had to pay pursuant to this Article 10 had such receipt from the Collateral Source occurred at the time of such payment.

(d) Each Indemnified Person shall (and shall cause its Affiliates to) use commercially reasonable efforts to mitigate any claim for Losses that an Indemnified Person asserts under this Article 10.

(e) The amount of any and all Losses (and other indemnification payments) under this Agreement shall be decreased by (A) any Tax benefits in excess of Tax detriments actually realized by the applicable Indemnified Person related to the Loss, including deductibility of any such Losses (or other items giving rise to such indemnification payment), and (B) the amount of any insurance proceeds or other amounts recoverable from Collateral Sources (netted against deductibles and other costs associated with making or pursuing any such claims, as applicable), received or to be received by the applicable Indemnified Person with respect to such Losses under any insurance policy maintained by the Indemnified Person or any other Person or from any other Collateral Source. The Indemnified Person will assign to the Indemnifying Person any rights or contribution or subrogation the Indemnified Person may have against or respecting any Collateral Source or other Persons related to such Loss which is indemnified by the Indemnifying Person hereunder.

10.6 Certain Limitations. Notwithstanding anything to the contrary contained in this Agreement: (i) Neither Seller and the Members nor Buyer shall be required to indemnify any party hereunder for their breach of any representation or warranty unless and until the aggregate amount of Losses arising from such types of breaches shall exceed $25,000.00 and at such time as the aggregate amount of Losses exceeds such amount the obligation to indemnify shall include all Losses including the first $25,000.00; and (ii) Seller and the Members shall not be liable to provide indemnification hereunder in an aggregate amount in excess of twenty percent (20%) of the Purchase Price.

10.7 Exclusive Remedies. Each of Buyer, Seller and the Members acknowledges and agrees that, from and after the Closing, its sole and exclusive remedy with respect to any and all Losses based upon, arising out of or otherwise in respect of the matters set forth in this Agreement and the Other Agreements shall be pursuant to the indemnification set forth in this Article 10, and such party shall have no other remedy or recourse with respect to any of the foregoing other than pursuant to, and subject to the terms and conditions of, this Article 10; provided, that the foregoing limitation shall not apply to claims seeking specific performance or other available equitable relief.

ARTICLE 11
TERMINATION AND SURVIVAL

11.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing Date as follows:

(a) with the mutual consent of Buyer and Seller;

(b) by Buyer, if it is not then in material breach of its obligations under this Agreement and if (A) any of Seller's or the Member's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.2(b) would not be satisfied, or (B) any of Seller's or the Member's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.2(a) would not be satisfied; provided, however, that Buyer shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Seller unless Seller fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Buyer of such inaccuracy or breach; or

(c) by Seller, if it is not then in material breach of its obligations under this Agreement and if (A) any of Buyer's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) would not be satisfied, or (B) any of Buyer's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) would not be satisfied; provided, however, that Seller shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Buyer unless Buyer fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Seller of such inaccuracy or breach.

(d) by Buyer or Seller if the Closing has not occurred on or prior to August 31, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

11.2 Procedure Upon Termination. In the event of termination and abandonment by Buyer or Seller, or both, pursuant to Section 11.1 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Buyer or Seller. If this Agreement is terminated as provided herein each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

11.3 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Buyer or Seller; provided, however, that the obligations of the parties set forth in Article 10, this Section 11.3 and Sections 12.2, 12.3, 12.4, 12.7, 12.9, 12.13, and 12.15 hereof shall survive any such termination and shall be enforceable hereunder.

(b) Nothing in this Section 11.3 shall relieve Buyer or Seller of any liability for a material breach of this Agreement prior to the date of termination, the damages recoverable by the non-breaching party shall include all attorneys' fees reasonably incurred by such party in connection with the transactions contemplated hereby.

11.4 Survival of Representations and Warranties. Except with respect to (a) the covenants of Buyer, Seller and the Members which are intended to survive the Closing, (b) Seller's and the Member's representations provided for in Section 5.2(a), 5.4 and 5.8 which survive indefinitely, (c) Seller's and Member's representations provided for in Sections 5.6, 5.11, 5.14, 5.16 and 5.22 which survive until the applicable statute of limitations expires with respect to claims arising under such Sections, and (d) Buyer's representation provided for in Section 6.2 which survives indefinitely, the representations and warranties of each of the parties hereto shall survive the Closing for a period of twenty-four (24) months.

ARTICLE 12
MISCELLANEOUS

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall be made by either party without the prior express written consent of the other party.

12.2 Risk of Loss. All risk of loss with respect to the Purchased Assets to be transferred hereunder shall remain with Seller until the transfer of the Purchased Assets and the Business on the Closing Date. Anything to the contrary in this Agreement notwithstanding, in the event there has been any material damage to or destruction of any of the Purchased Assets prior to the Closing Date and Buyer elects to consummate the transactions contemplated herein, at Closing, Seller shall assign to Buyer all of Seller's right to receive insurance proceeds toward the repair or replacement of such Purchased Assets, if any, and if no such insurance is in effect or the amount payable thereunder is insufficient to repair or replace any such Purchased Assets, the parties shall equitably adjust the Purchase Price; provided, however, if any such adjustment would result in a reduction in the Purchase Price of more than five percent (5%), Seller and the Member's shall have the option to terminate this Agreement.

12.3 Confidentiality. All information gained by either party concerning the other as a result of the transactions contemplated hereby ("Confidential Information"), including the execution and consummation of the transactions contemplated hereby and the terms thereof and information obtained by Buyer and its representatives in conducting due diligence respecting Seller and the Purchased Assets, will be kept in strict confidence. All Confidential Information will be used only for the purpose of consummating the transactions contemplated hereby. Following the Closing, all Confidential Information relating to the Business disclosed by Seller to Buyer shall become the Confidential Information of Buyer, subject to the restrictions on use and disclosure by Seller imposed under this Section 12.3. Neither Seller, the Members, nor Buyer shall, without having previously informed the other party about the form, content and timing of any such announcement, make any public disclosure with respect to the Confidential Information or transactions contemplated hereby, except:

(a) As may be required by the Securities Act for inclusion in the Registration Statement; or

(b) As may be required by applicable Law provided that, in any such event, the party required to make the disclosure will (I) provide the other party with prompt written notice of any such requirement so that such other party may seek a protective order or other appropriate remedy, (II) consult with and exercise in good faith all reasonable efforts to mutually agree with the other party regarding the nature, extent and form of such disclosure, (III) limit disclosure of Confidential Information to what is legally required to be disclosed, and (IV) exercise its best efforts to preserve the confidentiality of any such Confidential Information; or

(c) Buyer may disclose the terms of this Agreement and the transactions contemplated hereby to an actual or prospective underwriter, lender, investor, partner or agent, subject to a non-disclosure agreement pursuant to which such lender, investor, partner or agent agrees to be bound by the terms of this Section 12.3; or

(d) Disclosure to a party's representatives and advisors in connection with advising such party and preparing its Tax returns.

1 2 . 4 Expenses. Each party shall bear its own expenses with respect to the transactions contemplated by this Agreement. Notwithstanding the foregoing, and subject to the obligations of Seller to deliver to Buyer the financial statements required by Section 7.13, all legal, accounting and regulatory fees and expenses incident to the IPO, including preparation and filing of the Registration Statement will be borne by Buyer. Buyer will also cover the reasonable and customary legal fees of one securities counsel designated by the majority the Target Companies being acquired on the Closing Date.

1 2 . 5 Severability. Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

12.6 Entire Agreement. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all of the parties hereto. This Agreement and the Other Agreements contain the entire agreement of the parties hereto with respect to the transactions covered hereby, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof.

12.7 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied (including Article 10), shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

12.8 Waiver. The failure of any party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any waiver hereunder shall be effective only if delivered to the other party hereto in writing by the party making such waiver.

12.9 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

12.10 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

12.11 Counterparts. The parties may execute this Agreement in one or more counterparts, and each fully executed counterpart shall be deemed an original.

12.12 Further Documents. Each of Buyer, Seller and the Members shall, and shall cause its respective Affiliates to, at the request of another party, execute and deliver to such other party all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

12.13 Notices. All communications, notices and consents provided for herein shall be in writing and be given in person or by means of facsimile (with request for assurance of receipt in a manner typical with respect to communications of that type and confirmation by mail), by overnight courier or by registered or certified mail, and shall become effective: (a) on delivery if given in person; (b) on the date of transmission if sent by facsimile; (c) one (1) Business Day after delivery to the overnight service; or (d) four (4) Business Days after being mailed, with proper postage and documentation, for first-class registered or certified mail, prepaid.

Notices shall be addressed as follows:

If to Buyer, to:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

If to Seller or the Members, to:

Hoosier Fight Club Promotions, LLC
2600 Beech Street
Valparaiso, IN 46383
Attention: Danielle and Paul Vale
Phone: (219) 405-4722
Email: dvale@hoosierfightclub.com

provided, however, at the time of mailing or within three (3) Business Days thereafter there is or occurs a labor dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any communication, notice or consent provided for herein shall be given in person or by means of facsimile or by overnight courier, and further provide that if any party shall have designated a different address by notice to the others, then to the last address so designated.

12.14 Schedules. Buyer and Seller agree that any disclosure in any Schedule attached hereto shall (a) constitute a disclosure only under such specific Schedule and shall not constitute a disclosure under any other Schedule referred to herein unless a specific cross-reference to another Schedule is provided or such disclosure is otherwise clear from the context of the disclosure in such Schedule and (b) not establish any threshold of materiality. Seller or Buyer may, from time to time prior to or at the Closing, by notice in accordance with the terms of this Agreement, supplement or amend any Schedule, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein. No such supplemental or amended Schedule shall be deemed to cure any breach for purposes of Section 8.2(b). If, however, the Closing occurs, any such supplement and amendment will be effective to cure and correct for all other purposes any breach of any representation, warranty, covenant or obligation which would have existed if Seller or Buyer had not made such supplement or amendment, and all references to any Schedule hereto which is supplemented or amended as provided in this Section 12.14 shall for all purposes at and after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

12.15 Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other gender as the context requires.

12.16 Knowledge. As used herein, Seller will be deemed to have knowledge of a particular fact or matter only if Danielle L. Vale and/or Paul Vale are/is actually aware of the fact or matter, or with the exercise of reasonable diligence should have been aware of the fact or mater.

12.17 Submission to Jurisdiction. Each of Buyer, Seller and each Member (a) submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or any other federal or state court in the State of Delaware if it is determined that the Court of Chancery does not have jurisdiction over such action) in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined only in any such court, and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto. Either party may make service on the other party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 12.13. Nothing in this Section 12.17, however, shall affect the right of any Party to serve legal process in any other manner permitted by law.

12.18 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY MATTER WHICH IS THE SUBJECT OF THIS AGREEMENT, THE OTHER AGREEMENTS OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[*Signature Page to Asset Purchase Agreement Follows*]

[*Signature Page to Asset Purchase Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

HOOSIER FIGHT CLUB PROMOTIONS, LLC

By: _____
Name: Danielle L. Vale
Title: CEO and Managing Member

MEMBERS:

_____
Danielle L. Vale

_____
Paul Vale

BUYER:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXHIBITS AND SCHEDULES

Exhibits

Exhibit A:	Form of Assignment and Assumption Agreement
Exhibit B:	Form of Bill of Sale, Conveyance and Assignment
Exhibit C:	Executive Employment Agreement
Exhibit D:	Form of Intellectual Property Transfer Agreement
Exhibit E	Form of Non-Competition and Non-Solicitation Agreement
Exhibit F	Form of Trademark License Agreement
Exhibit G	Form of Buyer Officer's Certificate
Exhibit H	Form of Seller Officer's Certificate

Schedules

Schedule 2.1	Permitted Encumbrances
Schedule 2.1(c)	Equipment
Schedule 2.1(d)	Assumed Contracts
Schedule 2.1(e)	Real Estate Leases
Schedule 2.1(n)	Additional Assets
Schedule 2.2	Excluded Assets
Schedule 3.4	Allocation of Purchase Price
Schedule 5.3	Equipment and other Purchased Assets
Schedule 5.4	Title
Schedule 5.5	Intellectual Property
Schedule 5.6	Litigation
Schedule 5.7	Required Consents
Schedule 5.10	Contract Exceptions
Schedule 5.12	Scope of Rights in Purchased Assets
Schedule 5.13	Compliance with Laws
Schedule 5.14	Financial Statements
Schedule 5.15	Certain Changes
Schedule 5.16	Employee Plans
Schedule 5.17	Business Employees
Schedule 5.18	Labor Relations
Schedule 5.19	Customers and Suppliers
Schedule 5.20	Conflicts
Schedule 5.21	Certain Transactions Related to the Business
Schedule 6.3	Buyer Consents
Schedule 7.1	Compensation Covenant

Exhibit A

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of _____ __, 2016 is entered into by and among HOOSIER FIGHT CLUB PROMOTIONS, LLC, a Indiana limited liability company ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Seller, Buyer, Danielle L. Vale, an individual and resident of the State of Indiana ("Danielle"), and Paul Vale, an individual and resident of the State of Indiana ("Paul" and together with Danielle, the "Members"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement the parties hereto together with the Members have agreed that at the Closing (which Closing is taking place as of the date hereof), Seller will transfer to Buyer and Buyer will accept and assume, only those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule 2.1(d) to the Asset Purchase Agreement.

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

As of the date hereof, Seller hereby transfers and assigns to Buyer, and Buyer hereby accepts and assumes those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule A attached hereto. With the exception of the liabilities and obligations to be assumed by Buyer pursuant to the preceding sentence, Buyer shall not assume and shall in no event be liable for any other debts, liabilities or obligations of Seller, whether fixed or contingent, known or unknown, liquidated or unliquidated, secured or unsecured, or otherwise and regardless of when they arose or arise. In the event of any inconsistency between the terms hereof and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

[*Signature Page for Assignment and Assumption Agreement to follow*]

[*Signature Page for Assignment and Assumption Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Assumption Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

HOOSIER FIGHT CLUB PROMOTIONS, LLC

By: _____
Name: Danielle L. Vale
Title: CEO and Managing Member

ASSIGNEE:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

Schedule A

[List of Assumed Contracts]

Exhibit B

BILL OF SALE, CONVEYANCE AND ASSIGNMENT

THIS BILL OF SALE, CONVEYANCE AND ASSIGNMENT (this "Instrument") dated as of _____ __, 2016 is entered into by and among HOOSIER FIGHT CLUB PROMOTIONS, LLC, a Indiana limited liability company ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Seller, Buyer, Danielle L. Vale, an individual and resident of the State of Indiana ("Danielle"), and Paul Vale, an individual and resident of the State of Indiana ("Paul" and together with Danielle, the "Members").

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

1. Seller does hereby sell, convey, transfer, assign and deliver to Buyer, all of its right, title and interest in and to the Purchased Assets.

2. Notwithstanding anything to the contrary in this Instrument, the Asset Purchase Agreement or in any other document delivered in connection herewith or therewith, the Purchased Assets subject to this Instrument shall expressly exclude the Excluded Assets.

3. From time to time, as and when reasonably requested by Buyer, Seller shall execute and deliver all such documents and instruments and shall take, or cause to be taken, all such further or other actions as Buyer may reasonably deem necessary or desirable to more effectively sell, transfer, convey and assign to Buyer all of Seller's right, title and interest in the Purchased Assets subject to this Instrument.

4. This Instrument shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of laws principles of such State.

5. To the extent that any provision of this Instrument is inconsistent or conflicts with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control. Nothing in this Instrument, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Asset Purchase Agreement.

6. This Instrument may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page to Bill of Sale, Conveyance and Assignment to Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

HOOSIER FIGHT CLUB PROMOTIONS, LLC

By: _____
Name: Danielle L. Vale
Title: CEO and Managing Member

BUYER:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

Exhibit C

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), entered into effective _____ __, 2016, by and between ALLIANCE MMA, INC., a Delaware corporation (the "Company") and Danielle L. Vale, an individual and resident of the State of Indiana (the "Executive") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among HOOSIER FIGHT CLUB PROMOTIONS, LLC, a Indiana limited liability company ("Seller"), the Company, the Executive, and Paul Vale, an individual and resident of the State of Indiana (" Paul" and together with Danielle, the "Members"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1 . Employment. Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Executive as the Company's Regional Vice President, and Executive accepts such employment.

2 . Position. Executive agrees to serve as Regional Vice President of the Company and to perform such duties as are commensurate with such office, including the oversight and management of the employees and day-to-day operations of the Business. The Executive shall devote an amount of time to Buyer as she currently provides to Seller and sufficient to conduct the Business as it was conducted immediately prior to the Closing. The Executive shall have all the duties and powers of an officer of the Company and shall report to the Company's Chief Executive Officer.

3 . Term. The term of this Agreement will begin on _____ __, 2016 (the " Effective Date") and will end on the three-year anniversary of such date (the "Term"). After such initial three-year period, the Term will renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least sixty (60) days prior to such date. The parties hereto agree that, upon the expiration of the Term, the Executive's employment with the Company will terminate and the Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. The Company will be under no obligation whatsoever to renew or continue the employment of the Executive beyond the Term.

4 . Salary; Bonus. (a) Executive will receive a salary during the Term of Sixty Thousand and no/100 dollars ($60,000) per year ("Base Compensation"), pro-rated for partial years, payable at regular intervals in accordance with the Company's normal payroll practices in effect from time to time. Executive's Base Compensation will be reviewed annually by the Company's Board of Directors and Executive will be eligible for consideration for merit-based increases to Base Compensation as determined by the Board of Directors in its sole discretion. In addition to eligibility for consideration of merit-based increases in the discretion of the Board of Directors, Executive's Base Compensation will be increased effective January 1 of each year during the Term (commencing with January 1, 2017) by three percent (3%) to reflect anticipated increases in cost of living.

(b) The Executive will be entitled to performance based cash and equity based bonuses as determined by the Board of Directors of Buyer from time to time.

5. Benefit Programs. (a) During the Term, Executive will be entitled to participate in or receive benefits as follows:

(i) health and dental insurance pursuant to the Company's current or future plans and policies (premium for only Executive to be paid by Company);

(ii) participation in Company 401(k) plan with Company match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other Executive benefit plan of the Company provided to all employees of the Company on the same terms as other employees of the Company based on tenure and position.

All benefits will be pursuant to programs or arrangements made available by the Company on the date of this Agreement and from time to time in the future to the Company's other employees on a basis consistent with the terms, conditions and overall administration of the foregoing plans, programs or arrangements and with respect to which Executive is otherwise eligible to participate or receive benefits. Executive acknowledges such benefits are subject to change as and when changed by the Company generally.

(b) During the Term, the Company will provide Executive with a Company owned or leased computer and printer and supplies for Company purposes.

(c) During the Term, the Company will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of the Company.

(d) The items provided in connection with paragraphs (b) and (c) will be returned by Executive to the Company upon any termination of this Agreement.

6 . General Policies. (a) So long as the Executive is employed by the Company pursuant to this Agreement, Executive will receive reimbursement from the Company, as appropriate, for all reasonable business expenses incurred by Executive in accordance with Company policies and in the course of his employment by the Company, upon submission to the Company of written vouchers and statements for reimbursement.

(b) During the Term, the Executive will be entitled to three weeks of paid vacation, which will be utilized at such times when his absence will not materially impair the Company' s normal business functions. In addition to the vacation described above, Executive also will be entitled to all paid holidays customarily given by the Company to its employees.

(c) All other matters relating to the employment of Executive by the Company not specifically addressed in this Agreement will be subject to the general policies regarding employees of the Company in effect from time to time.

7 . Termination of Employment. Subject to the respective continuing obligations of the parties, including but not limited to those set forth in Sections 8 and 9 hereof, Executive's employment by the Company may be terminated prior to the expiration of the Term of this Agreement by either the Executive or the Company by delivering a written notice of termination two weeks in advance of such termination (the end of such two week period being the "Date of Termination").

8 . Termination of Employment. (a) In the event of termination of the Executive's employment pursuant to (i) expiration of the Term, (ii) the death or Disability (as defined below) of Executive, (iii) termination by Executive or (iv) termination by the Company with Cause (as defined below), compensation (including Base Compensation) will continue to be paid, and the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination in a manner consistent with the applicable terms of the governing plan documents.

(b) In the event of termination of Executive's employment by the Company without Cause, (i) compensation (including Base Compensation) will continue to be paid until the Date of Termination, (ii) the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination, and (iii) after the Date of Termination, Company will pay Executive an amount per month equal to the Base Compensation divided by twelve (12) (pro-rated for partial months) until the end of the Term.

(c) The following Terms will have the following meanings for purposes of this Agreement:

(i) "Cause" means termination of the Executive by the Company for:

(A) the commission of a felony or a crime involving moral turpitude or the commission of any other act or omission involving dishonesty or fraud with respect to the Company;

(B) conduct which brings the Company into public disgrace or disrepute;

(C) gross negligence or willful gross misconduct with respect to the Company;

(D) breach of a fiduciary duty to the Company;

(E) a breach of Section 9 of this Agreement; or

(F) Executive's failure to cure a breach of any term of this Agreement (other than Section 9) within thirty (30) days after receipt of written notice from the Company specifying the act or omission that constitutes such breach.

(ii) "Disability" means the physical or mental incapacity of Executive for a period of more than ninety (90) consecutive days, the determination of which by the Company will be conclusive on the parties hereto.

9 . Non-Compeition and Confidentiality Covenants. Executive and Company are party to that certain Non-Cometition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 9. The Non-Competition Agreement shall survive the termination of this Agreement pursuant to its terms.

10. Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

Hoosier Fight Club Promotions, LLC
2600 Beech Street
Valparaiso, IN 46383
Attention: Danielle L. Vale
Phone: (219) 405-4722
Email: dvale@hoosierfightclub.com

If to the Company:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

11. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof, except to the extent that federal law will be deemed to apply.

12. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Company and the Executive. No waiver by any party hereto at any time of any breach by another party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a wavier of dissimilar provisions or conditions at the same or any prior subsequent time. No agreements or representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

13. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement which will remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

15. Assignment. This Agreement is personal in nature and Executive may not, without consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

16. Document Review. The Company and the Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants and financial and other advisors as it or he has deemed appropriate in connection with their respective execution of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

17. Entire Agreement This Agreement together with any understanding or modifications thereof as agreed to in writing by the parties, will constitute the entire agreement between the parties hereto.

[*Signature Page to Executive Employment Agreement Follows*]

[*Signature Page to Executive Employment Agreement*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first set forth above.

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

_____
Danielle L. Vale

Exhibit D

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AGREEMENT dated as of _____ __, 2016 is entered into by and among HOOSIER FIGHT CLUB PROMOTIONS, LLC, a Indiana limited liability company ("Assignor") and ALLIANCE MMA, INC., a Delaware corporation ("Assignee") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Assignor, Assignee, Danielle L. Vale, an individual and resident of the State of Indiana ("Danielle"), and Paul Vale, an individual and resident of the State of Indiana ("Paul" and together with Danielle, the "Members").

WHEREAS, Assignor has good and marketable rights and title in and to the patent applications, issued patents, trademarks, trademark applications, copyrights and copyright applications listed on Schedule 1 attached hereto (the "Intellectual Property"); and

WHEREAS, Assignee desires to acquire Assignor's rights and title in and to the Intellectual Property and Assignor desires to assign to the Assignee its rights and title in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers, assigns and otherwise conveys to Assignee, all of Assignor's rights, title, and interest in, to, and under the following:

A. the patents included in the Intellectual Property, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including, without limitation, the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect;

B. the copyrights and applications for registration of copyrights included in the Intellectual Property, and all corresponding rights, including, without limitation, moral rights, that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect; and

C. all proceeds of the assets transferred pursuant to subsections 1(A) and 1(B) above, including, without limitation, the right to sue for, and collect on, (i) any claim by Assignor against third parties for past, present, or future infringement of the such transferred assets, and (ii) any income, royalties, or payments due or payable and related exclusively to such transferred assets as of the date of this assignment or thereafter.

2. Assignor authorizes the pertinent officials of the United States Patent and Trademark Office and the United States Copyright Office and the pertinent official of similar offices or governmental agencies in any applicable jurisdictions outside the United States to record the transfer of the patents, copyrights and related registrations and applications for registration set forth on Schedule A to Assignee as assignee of Assignor's entire rights, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect the assignment specified herein or to confirm Assignee's ownership of the Intellectual Property.

3. The terms of the Asset Purchase Agreement are incorporated herein by reference. Except as set forth herein, the rights and obligations of the Assignor and Assignee set forth in the Asset Purchase Agreement remain unmodified. Capitalized terms used herein or in the Schedule A hereto but not otherwise defined herein or in the Schedule 1 hereto shall have the respective meanings given to them in the Asset Purchase Agreement.

4. This Intellectual Property Transfer Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

5. This Intellectual Property Transfer Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page for Intellectual Property Transfer Agreement to follow*]

[*Signature Page for Intellectual Property Transfer Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Intellectual Property Transfer Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

HOOSIER FIGHT CLUB PROMOTIONS, LLC

By: _____
Name: Danielle L. Vale
Title: CEO and Managing Member

ASSIGNEE:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

SCHEDULE A

PATENTS

[LIST]

COPYRIGHTS

[LIST]

Together with all other copyrights in and to all the copyrightable materials included in the Purchased Assets.

Exhibit E

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (the " Agreement"), dated as of _____ __, 2016 (the "Effective Date") is entered into by and between ALLIANCE MMA, INC., a Delaware corporation ("Company") and _____ an individual and resident of the State of _____ (the "Executive").

WHEREAS, the Company, HOOSIER FIGHT CLUB PROMOTIONS, LLC, a Indiana limited liability company ("Seller"), Danielle L. Vale, an individual and resident of the State of Indiana ("Danielle"), and Paul Vale, an individual and resident of the State of Indiana ("Paul" and together with Danielle, the "Members") are parties to that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement") pursuant to which the Company acquired substantially all the assets of Seller's business (as more particularly defined in the Asset Purchase Agreement, the "Business");

WHEREAS, the execution and delivery of this Agreement by Executive was a condition to the purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement;

WHEREAS, also in connection with purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement, the Executive has been offered employment by the Company, and the Executive will have access to and be instrumental in developing and implementing critical aspects of the Company's strategic business plan; and

WHEREAS, the Executive is an owner of capital stock or options to acquire the capital stock of the Company and will otherwise personally benefit from the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of (i) the Company entering into the Asset Purchase Agreement, (ii) the employment or continued employment of the Executive by the Company, and (iii) the continued receipt and access to confidential, proprietary, and trade secret information associated with the Executive's position with the Company, the Executive and the Company agree as follows:

1 . Confidentiality. Executive understands and agrees that in the course of providing services to the Company, Executive may acquire confidential and/or proprietary information concerning the Company's operations, its future plans and its methods of doing business. Executive understands and agrees it would be extremely damaging to the Company if Executive disclosed such information to a competitor or made such information available to any other person. Executive understands and agrees that such information is divulged to Executive in strict confidence and Executive understands and agrees that Executive shall not use such information other than in connection with the Business and will keep such information secret and confidential unless disclosure is required by court order or otherwise by compulsion of law. In view of the nature of Executive's employment with the Company and the information that Executive has received during the course of Executive's employment, Executive also agrees that the Company would be irreparably harmed by any violation, or threatened violation of the agreements in this paragraph and that, therefore, the Company shall be entitled to an injunction prohibiting Executive from any violation or threatened violation of such agreements.

2 . Non-Competition and Non-Solicitation. The Executive acknowledges and agrees that the nature of the Company's confidential, proprietary, and trade secret information to which the Executive has, and will continue to have, access to derives value from the fact that it is not generally known and used by others in the highly competitive industry in which the Company competes. The Executive further acknowledges and agrees that, even in complete good faith, it would be impossible for the Executive to work in a similar capacity for a competitor of the Company without drawing upon and utilizing information gained during employment with the Company. Accordingly, at all times during the Executive's employment with the Company and for a period of three (3) years after termination, for any reason, of such employment, the Executive will not, directly or indirectly:

(a) Engage in any business or enterprise (whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than one percent (1%) of the outstanding capital stock of a company) that directly or indirectly competes with the Company's business or the business of any of its subsidiaries anywhere in the United States, including but not limited to any business or enterprise that develops, manufactures, markets, or sells any product or service that competes with any product or service developed, manufactured, marketed or sold, or planned to be developed, manufactured, marketed or sold, by the Company or any of its subsidiaries while the Executive was employed by the Seller or the Company; or

(b) Either alone or in association with others (i) solicit, or facilitate any organization with which the Executive is associated in soliciting, any employee of the Company or any of its subsidiaries to leave the employ of the Company or any of its subsidiaries; (ii) solicit for employment, hire or engage as an independent contractor, or facilitate any organization with which the Executive is associated in soliciting for employment, hire or engagement as a independent contractor, any person who was employed by the Company or any of its subsidiaries at any time during the term of the Executive's employment with the Seller or the Company or any of their respective subsidiaries (provided, that this clause (ii) shall not apply to any individual whose employment with the Seller, the Company or any of its subsidiaries has been terminated for a period of one year or longer); or (iii) solicit business from or perform services for any customer, supplier, licensee or business relation of the Seller or the Company or any of their respective subsidiaries, induce or attempt to induce, any such entity to cease doing business with the Company or any of its subsidiaries; or in any way interfere with the relationship between any such entity and the Company or any of its subsidiaries.

(c) Notwithstanding the foregoing, nothing contained in this Agreement shall preclude the Executive from managing or training mixed martial arts fighters or conducting single martial arts style (e.g., kick-boxing or boxing) promotional events even if such activities are arguably competitive with the business of the Company or any of its subsidiaries.

3 . Return of Property. Executive understands and agrees that all business information, files, research, records, memoranda, books, lists and other documents and tangible materials, including computer disks, and other hardware and software that he receives during his employment, whether confidential or not, are the property of the Company, and that, upon the termination of his services, for whatever reason, he will promptly deliver to the Company all such materials, including copies thereof, in his possession or under his control. Any analytical templates, books, presentations, reference materials, computer disks and other similar materials already rightfully owned by the Executive prior to the Effective Date shall remain the property of the Executive and any copies thereof obtained by or provided to the Company shall be returned or destroyed in a manner similar acceptable to the Executive.

4 . Not Employment Contract. The Executive acknowledges that this Non-Competition and Non-Solicitation Agreement does not constitute a contract of employment and, except as set forth in Executive Employment Agreement (to which this Agreement is ancillary), does not guarantee hat the Company or any of its subsidiaries will continue [his/her] employment for any period of time or otherwise change the at-will nature of [his/her] employment.

5 . Interpretation. If any restriction set forth in Section 2 is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to render the modified restriction valid, legal and enforceable. The parties intend that the non-competition and non-solicitation provisions contained in this Agreement shall be deemed to be a series of separate covenants, one for each and every county of each and every state of the United States of America where this provision is intended to be effective.

6 . Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7 . Waiver of Rights. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8. Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and its subsidiaries and are considered by the Executive to be reasonable for such purpose. The Executive agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefore, in the event of any such breach, the Executive agrees that the Company, in addition to such other remedies that may be available, shall be entitled to specific performance and other injunctive relief.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the State of Delaware (or, if appropriate, a federal court located within Delaware), and the Company and the Executive each consents to the jurisdiction of such a court.

10. Term. This Agreement shall be effective on the Effective Date. This Agreement shall expire on _____ __, 2019, provided the obligations of the Executive under Sections 2 shall survive for a period of three (3) years after expiration or termination. Notwithstanding the foregoing the obligations of the Executive under Sections 1 and 3 shall survive indefinitely.

THE EXECUTIVE ACKNOWLEDGES THAT [HE/SHE] HAS CAREFULLY READ THIS AGREEMENT, HAS SOUGHT INDEPENDENT COUNSEL TO ADVISE [HIM/HER] AS TO THE NATURE AND EXTENT OF [HIS/HER] OBLIGATIONS HEREUNDER AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

[*Signature Page to Non-Competition And Non-Solicitation Agreement Follows*]

[*Signature Page to Non-Competition And Non-Solicitation Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

COMPANY:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXECUTIVE:

By: _____

Exhibit F

TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT ("Agreement") dated as of _____ __, 2016 is entered into by and among HOOSIER FIGHT CLUB PROMOTIONS, LLC, a Indiana limited liability company ("Licensor") and ALLIANCE MMA, INC., a Delaware corporation ("Licensee") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Licensor, Licensee, Danielle L. Vale, an individual and resident of the State of Indiana ("Danielle"), and Paul Vale, an individual and resident of the State of Indiana ("Paul" and together with Danielle, the "Members"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Licensor asserts that it is the sole and exclusive owner of the name "Hoosier Fight Club" and all logos, trademarks and service marks attendant thereto (the "Licensed Marks").

WHEREAS, in connection with the Asset Purchase Agreement, Licensor agreed to grant Licensee an exclusive license for use and exploitation of the Licensed Marks in connection with the Business as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
TERM AND TERMINATION

1 . 1 Term. The term of this Agreement and the rights granted and obligations assumed hereto, shall commence on the Closing Date and shall endure and remain in full force in perpetuity.

1.2 Termination. Notwithstanding anything contained in Section 1.1 to the contrary, this Agreement may be terminated at any time as follows:

(a) with the mutual consent of Licensor and Licensee;

(b) by Licensor upon termination by Licensee of any Executive Employment Agreement under circumstances other than for Cause;

(c) by Licensor, if it is not then in material breach of its obligations under the Asset Purchase Agreement and if (A) any of Licensee's representations and warranties contained in the Asset Purchase Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) of the Asset Purchase Agreement would not be satisfied, or (B) any of Licensee's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) of the Asset Purchase Agreement would not be satisfied; provided, however, that Licensor shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Licensee unless Licensee fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Licensor of such inaccuracy or breach;

(d) by Licensor, in the event the Common Stock is not listed or eligible for quotation on the Nasdaq Capital Market or the New York Stock Exchange;

(e) by Licensor, in the event the Company shall be subject to a Bankruptcy Event. As used in this Agreement a "Bankruptcy Event" means any of the following events with respect to Licensee or Licensor, as the case may be: (a) there is the commencement of a case or other proceeding under any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction relating to such party, (b) there is commenced against such party any such case or proceeding that is not dismissed within 60 days after commencement, (c) such party is adjudicated insolvent or bankrupt or any order of relief or other order approving any such case or proceeding is entered, (d) such party suffers any appointment of any custodian or the like for it or any substantial part of its property that is not discharged or stayed within 60 calendar days after such appointment, or (e) the party makes a general assignment for the benefit of creditors.

ARTICLE 2
LICENSE GRANT AND RIGHTS

2.1 License.

(a) Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor, subject to the terms and conditions hereinafter set forth, a non-transferrable, exclusive, perpetual, royalty free, fully paid up, worldwide license to use and commercially exploit the Licensed Marks in connection with the Purchased Assets and the Business.

(b) The license granted in Section 2.1(a) above shall extent to the use of any of the Licensed Marks in connection with the distribution or other commercialization of any photograph, video, television broadcast, online distribution, electronic gamming, or other form of audio visual media format or transmission now known or in the future conceived, bearing the Licensed Marks.

2.2 Bankruptcy; Abandonment. As sole and exclusive owner of the Licensed Marks, Licensor agrees that in the event of bankruptcy, or appointment of a receiver or trustee for conserving or distributing its assets for the benefit of creditors the Licensed Marks shall, without notice, become the sole and exclusive property of Licensee, as of ninety-one (91) days prior to such event, and any and all rights of every kind and nature of Licensor in and to the Licensed Marks shall terminate.

ARTICLE 3
ENFORCEMENT OF RIGHTS

3 . 1 Joint Enforcement. Upon discovery of any infringement of the Licensed Marks at the option of either Licensor or Licensee, appropriate legal action in connection therewith shall be undertaken either jointly or separately by Licensor and Licensee. In the event that such action is taken jointly, each party shall contribute equally to the expenses of any such action. If any damages for infringement are awarded by a final decree or judgment to Licensor and Licensee, then after deducting all expenses arising from the litigation and reimbursing each contributing party for its contributions, the remainder shall be divided equally among the contributing parties.

3 . 2 Independent Enforcement. If one party shall not wish to join or continue in any such action, but the other party shall wish to institute or continue such action, said one party shall render all reasonable assistance to the other party in connection therewith at said other party's expense and said other party shall be entitled to retain all recoveries with respect to such action.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF LICENSOR

Licensor hereby represents and warrants to Licensee as follows:

4.1 Ownership. Licensor is the sole and exclusive owner of the Licensed Marks.

4.2 Authority. Licensor is authorized to grant the rights conferred hereby.

4 . 3 No Violation. The execution and delivery of this Agreement, the granting of the rights contained herein and the use of the Licensed Marks in accordance with the terms of this Agreement, will not violate any laws or regulations or violate or invalidate any agreement or documents to which Licensor is a party and by which Licensor is bound or to which the Licensed Marks is subject.

4 . 4 No Other Grants. To knowledge of Licensor, no person or entity is entitled to any claim for compensation from Licensee for the use of the Licensed Marks in accordance with the terms and conditions of this Agreement, and no Person or entity has been granted any right in or to the Licensed Marks or any part hereof, anywhere in the world.

4.5 Infringement. The Licensed Marks are not the subject of any pending adverse claim or, to the knowledge of Licensor, the subject of any threatened litigation or claim of infringement or misappropriation. To Licensor's knowledge, the Licensed Marks do not infringe on any Intellectual Property Rights of any third party.

ARTICLE 5
MISCELLANEOUS

5 . 1 Incorporation by Reference. Sections 12.1, 12.3, 12.5,12.7 through 12.13, 12.15, 12.17 and 12.18 of the Asset Purchase Agreement are hereby incorporate by reference provided that all references to Seller shall be deemed to refer to Licensor and all references to Buyer shall be deemed to refer to Licensee.

[*Signature Page to Trademark License Agreement Follows*]

[*Signature Page to Trademark License Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

LICENSOR:

HOOSIER FIGHT CLUB PROMOTIONS, LLC

By: _____
Name: Danielle L. Vale
Title: CEO and Managing Member

LICENSEE:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

Exhibit G

OFFICER'S CERTIFICATE
OF
ALLIANCE MMA, INC.

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among HOOSIER FIGHT CLUB PROMOTIONS, LLC, a Indiana limited liability company ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), Danielle L. Vale, an individual and resident of the State of Indiana (" Danielle"), Paul Vale, an individual and resident of the State of Indiana (" Paul" and together with Danielle, the "Members"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Buyer on the Closing Date, that:

(a) he is the Chief Executive Officer of Buyer, and

(b) each of the conditions specified in clauses (a) through (f) of Section 8.1 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Buyer contained in Article 6 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller or the Members of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

ALLIANCE MMA, INC.

By: _____
Name:
Title: Chief Executive Officer

Exhibit H

OFFICER'S CERTIFICATE
OF
HOOSIER FIGHT CLUB PROMOTIONS, LLC

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among HOOSIER FIGHT CLUB PROMOTIONS, LLC, a Indiana limited liability company ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), Danielle L. Vale, an individual and resident of the State of Indiana ("Danielle"), and Paul Vale, an individual and resident of the State of Indiana ("Paul" and together with Danielle, the "Members"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Seller on the Closing Date, that:

(a) she is the Chief Executive Officer and Managing Member of Seller, and

(b) each of the conditions specified in clauses (a) through (j) of Section 8.2 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Seller and the Members contained in Article 5 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller and the Members contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Buyer of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

HOOSIER FIGHT CLUB PROMOTIONS, LLC

By: _____
Name: Danielle L. Vale
Title: Chief Executive Officer and Managing Member

Exhibit 10.6

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of March 18, 2106 (the "Effective Date"), is entered into by and among BANG TIME ENTERTAINMENT, LLC, d/b/a Shogun Fights, a Maryland limited liability company (" Seller"), John Rallo, an individual and resident of the State of Maryland (the "Selling Member"), and ALLIANCE MMA, INC., a Delaware corporation ("Buyer").

WHEREAS, Seller is engaged in promoting and conducting mixed martial arts events at various venues under the "Shogun Fights" brand (the "Business"); and

WHEREAS, the Buyer desires to purchase the assets of Seller and approximately six other companies (the "Target Companies") primarily engaged in the business of promoting and conducting mixed martial arts events throughout the United States or providing services related to such events; and

WHEREAS, the closing of the acquisition of the assets of the Target Companies, including the closing of the transactions contemplated by this Agreement (collectively, the " Target Company Transactions") will occur substantially contemporaneously with the consummation of an initial underwritten public offering of Buyer's common stock (as more particularly defined herein, the "IPO"); and

WHEREAS, the IPO and the Target Company Transactions will be described in a Registration Statement on Form S-1 of the Buyer (the "Registration Statement") that will be filed with the Securities and Exchange Commission ("Commission") pursuant to the Securities Act of 1933, as amended, and the rules and regulations thereunder ("Securities Act");

WHEREAS, the Selling Member owns all of the issued and outstanding equity interests of Seller; and

WHEREAS, the Selling Member and the Seller wish to provide for the sale of substantially all of the assets and property rights now owned and held by the Seller that are used or usable in the Business to the Buyer on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. The following terms have the following meanings when used herein:

"Accounts Receivable" has the meaning set forth in Section 2.1(b).

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation that is pending by or before any Governmental Authority.

"Affiliate" shall mean a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, the terms "control," "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person and, in the case of an entity, shall require (i) in the case of a corporate entity, direct or indirect ownership of at least a majority of the securities having the right to vote for the election of directors, and (ii) in the case of a non-corporate entity, direct or indirect ownership of at least a majority of the equity interests with the power to direct the management and policies of such non-corporate entity.

"Agreement" means this Asset Purchase Agreement, including all Schedules and Exhibits hereto, as it may be amended from time to time in accordance with its terms.

"Assignment and Assumption Agreement" means the Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit A.

"Assumed Contracts" has the meaning set forth in Section 2.1(d).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Bill of Sale, Conveyance and Assignment" means the Bill of Sale, Conveyance and Assignment in substantially the form attached hereto as Exhibit B.

"Business" means the business of promoting, sponsoring and otherwise commercializing mixed martial arts events including live, televised and pay-per-view events and the commercial exploitation of related products and services at such events.

"Business Day" means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

"Business Employees" has the meaning set forth in Section 5.17.

"Buyer" has the meaning set forth in the preamble hereto.

"Claim" has the meaning set forth in Section 10.4.

"Claim Notice" has the meaning set forth in Section 10.4.

"Claimed Amount" has the meaning set forth in Section 10.4.

"Closing" means the closing of the purchase and sale of the Purchased Assets contemplated by this Agreement which shall occur substantially concurrently with the closing of the IPO.

"Closing Date" means the date set forth in Section 4.1.

"Code" has the meaning set forth in Section 3.4.

"Collateral Sources" has the meaning set forth in Section 10.5(c).

"Commission" means the U.S. Securities and Exchange Commission.

"Common Stock" means the common stock of Buyer $0.001 par value per share.

"Confidential Information" has the meaning set forth in Section 12.3.

"Employee Plan" has the meaning set forth In Section 5.16.

"Encumbrance" shall mean any interest, consensual or otherwise, in property, whether real, personal or mixed property or assets, tangible or intangible, securing an obligation owed to, or a claim by a third Person, or otherwise evidencing an interest of a Person other than the owner of the property, whether such interest is based on common law, statute or contract, and including, but not limited to, any security interest, security title or lien arising from a mortgage, recordation of abstract of judgment, deed of trust, deed to secure debt, encumbrance, restriction, charge, covenant, claim, exception, encroachment, easement, right of way, license, permit, pledge, conditional sale, option trust (constructive or otherwise) or trust receipt or a lease, consignment or bailment for security purposes and other title exceptions and encumbrances affecting the property.

"Equipment" has the meaning set forth in Section 2.1(c).

"Excluded Assets" has the meaning set forth in Section 2.2.

"Executive Employment Agreement" means the Executive Employment Agreement entered into by and between Buyer and the Selling Member in substantially the form attached hereto as Exhibit C.

"Fighter Contract" has the meaning set forth in Section 5.21.

"Final Purchase Price Allocation" has the meaning set forth in Section 3.4.

"Governmental Authority" means any government or governmental or regulatory, judicial or administrative, body thereof, or political subdivision thereof, whether foreign, federal, state, national, supranational or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Gross Profit" has the meaning set forth in Section 3.2.

"Indemnified Person" has the meaning set forth in Section 10.3(a).

"Indemnifying Person" has the meaning set forth in Section 10.3(a).

"Intellectual Property Rights" means all intellectual property and other proprietary rights, protected or protectable, under the laws of the United States or any political subdivision thereof, including, without limitation (i) copyrights (including but not limited to all copyrights in Seller's MMA event video library and fighter photographs and other copyrighted works, subject to the disclosures set forth in Schedules 2.2 and 5.5); (ii) all computer software, trade secrets and market and other data, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other proprietary information, whether or not reduced to practice, and rights to limit the use or disclosure of any of the foregoing by any Person; (iii) all domestic and foreign patents and the registrations, applications, renewals, extensions, divisional applications and continuations (in whole or in part) thereof; and (iv) and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (i) through (iii) above. For purposes of clarification, Intellectual Property Rights shall not include any trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers together with all goodwill associated therewith which are licensed by Seller to Buyer pursuant to the Trademark License Agreement.

"Intellectual Property Transfer Agreement" means the Intellectual Property Transfer Agreement in substantially the form attached hereto as Exhibit D.

"Inventory" has the meaning set forth in Section 2.1(h).

"IPO" means an underwritten public offering of shares of Common Stock or other equity interests which generates cash proceeds sufficient to close on the Target Company Transactions pursuant to which the Common Stock or other equity interests will be listed or quoted on a Trading Market.

"IPO Price" means the price to the public reflected in the prospectus of the Buyer relating to the IPO that is first filed by the Buyer with the Commission pursuant to Rule 424(b) promulgated under the Securities Act.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation (including rules of any self-regulatory organization).

"Liability" has the meaning set forth in Section 2.3.

"Lock-Up Agreement" means that certain Lock-Up Agreement entered into by and among Selling Member, the Buyer and the underwriters participating in the IPO in substantially the form executed by each Person serving as an officer, director or 1% shareholder of Buyer or being issued shares of Common Stock in connection with the Target Company Transactions restricting the sale, transfer (other than for estate planning purposes), or other disposition of Common Stock held by such Person for a period of 180 days from the Closing Date.

"Losses" has the meaning set forth in Section 10.4.

"Most Recent Financial Statements" has the meaning set forth in Section 5.14.

"Non-Competition and Non-Solicitation Agreement" means that certain Non-Competition and Non-Solicitation Agreement in substantially the form attached hereto as Exhibit E.

"Order" shall mean any: (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court or other Governmental Authority; or (b) agreement with any Governmental Authority entered into in connection with any Proceeding.

"Other Agreements" means, collectively, the Assignment and Assumption Agreement, the Bill of Sale, Conveyance and Assignment, the Intellectual Property Transfer Agreement, the Non-Competition and Non-Solicitation Agreement, the Executive Employment Agreement, and the Trademark License Agreement.

"Permits" means all material permits, licenses, franchises and other authorizations of any Governmental Authority possessed by or granted to Seller in connection with the Business.

"Permitted Encumbrances" means (i) Encumbrances set forth on Schedule 2.1, (ii) the Assumed Liabilities and any Encumbrances securing the same, (iii) any Encumbrance in favor of a Person claiming by or through Buyer, (iv) any Encumbrance which will be released at Closing, and (v) the lien for ad valorem taxes not yet due or payable.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, trust or unincorporated organization, governmental entity, government or any agency or political subdivision thereof.

"Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

"Purchase Price" has the meaning set forth in Section 3.1.

"Purchased Assets" has the meaning set forth in Section 2.1.

"Registration Statement" has the meaning set forth in the recitals.

"Seller" has the meaning set forth in the preamble hereto.

"Target Companies" has the meaning set forth in the recitals.

"Target Company Transactions" has the meaning set forth in the recitals.

"Trademark License Agreement" means that certain Trademark License Agreement in substantially the form attached hereto as Exhibit F.

"Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the American Stock Exchange, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

"Taxes" shall mean all taxes, charges, fees, duties, levies or other assessments, including, without limitation, income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, goods and services, license, payroll, unemployment, environmental, customs duties, capital stock, disability, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational and interest equalization, windfall profits, severance and employees' income withholding, social security and similar employment taxes or any other taxes imposed by the United States or any other foreign country or by any state, municipality, subdivision or instrumentality of the Unites States or of any other foreign country or by any other tax authority, including all applicable penalties and interest, and such term shall include any interest, penalties or additions to tax attributable to such taxes.

"Third Party Claim" has the meaning set forth in Section 10.3(a).

"Third-Party Claim Notice" has the meaning set forth in Section 10.3(a).

"Transferred Intellectual Property" has the meaning set forth in Section 2.1(k).

"Unaudited Financial Statements" has the meaning set forth in Section 5.14.

"U.S. GAAP" means U.S. Generally Accepted Accounting Principles.

"1060 Forms" has the meaning set forth in Section 3.4.

ARTICLE 2
PURCHASE AND SALE

2 . 1 Agreements to Purchase and Sell. Subject to the terms and conditions contained herein, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, free and clear from all Encumbrances (except the Permitted Encumbrances), all of Seller's right, title and interest in and to all of the properties, assets, and other rights of every kind and nature, whether tangible or intangible, real or personal, owned, leased, licensed or otherwise held by Seller as of the Closing, in each case to the extent primarily relating to or used in the Business regardless of where such assets are located (collectively, the "Purchased Assets"), including but not limited to the following:

(a) all cash needed to conduct the Seller's first scheduled promotion following the Closing;

(b) all accounts receivable, notes and notes receivable and other receivables (whether or not billed) relating to the Business (collectively, the "Accounts Receivable") to the extent needed to satisfy Seller's cash outlays for its first scheduled promotion following the Closing;

(c) all lighting, trusses, machinery, tools, spare parts, vehicles, furniture, fixtures, fighter cages and other equipment and other tangible personal property (excluding Inventory) of the Business (collectively, the "Equipment"), including such Equipment identified on Schedule 2.1(c), and all transferrable warranties and guarantees, if any, express or implied, existing for the benefit of Seller in connection with the Equipment;

(d) all contracts and agreements of Seller including, without limitation, leases, licenses, sponsorship agreements, agreements with fighters and managers, employment agreements, non-competition and non-solicitation agreements, agreements with event venues, open quotations and bids from or to Seller's suppliers, customers or potential customers, and other agreements, whether oral or written, relating to or used in the Business, including those identified on Schedule 2.1(d) (collectively, the "Assumed Contracts");

(e) all rights under the all leases and subleases of real property relating to or used in the Business and listed on Schedule 2.1(e) ("Real Estate Leases");

(f) all deposits, prepayments and prepaid expenses or other similar current assets used in the Business;

(g) all transferable approvals, authorizations, certifications, consents, variances, permissions, licenses and Permits to or from, or filings, notices or recordings to or with, any Governmental Authority used in the Business;

(h) all inventory, including all raw materials, work-in-process, finished goods, packaging materials, office supplies, maintenance supplies, spare parts and similar items used or intended for use in connection with the Business ("Inventory");

(i) all leasehold improvements constructed by Seller or provided by landlords for Seller, subject to the rights and obligations under the Real Estate Leases;

(j) all sales and marketing information, including all customer records and sales history with respect to customers (including invoices), sales and marketing records, price lists, documents, correspondence, studies, reports, and all other books, ledgers, files, and records of every kind, tangible data, customer lists (including appropriate contact information), vendor and supplier lists, service provider lists, promotional literature and advertising materials, catalogs, data books and records, of the Seller, relating to the Business;

(k) all Intellectual Property Rights related to the Business, including the goodwill of the business related thereto (collectively, the "Transferred Intellectual Property");

(l) all records, reports and information files of Seller relating to the Business (including business development and development history files);

(m) all claims, warranties, guarantees, refunds, causes of action, defenses, counterclaims, rights of recovery, rights of set-off and rights of recoupment of every kind and nature (including rights to insurance proceeds) related to the Business, received after the Closing Date with respect to damage, non-conformance of or loss to the Purchased Assets, except for any of the foregoing to the extent they arise under the Excluded Assets;

(n) to the extent transferable, all facsimile numbers related to the Purchased Assets, including, without limitation, those described on Schedule 2.1 (n);

(o) all other assets used in connection with the Business and not retained by Seller pursuant to Section 2.2.

2 . 2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, Seller shall not sell, transfer or assign, and Buyer shall not purchase or otherwise acquire, the following assets of Seller (such assets being collectively referred to hereinafter as the "Excluded Assets"):

(a) all rights of Seller arising under this Agreement, the Other Agreements or from the consummation of the transactions contemplated hereby or thereby;

(b) all corporate minute books, stock records and Tax returns (including all work papers relating to such Tax returns) of Seller and such other similar corporate books and records of Seller as may exist on the Closing Date;

(c) all claims and rights to refunds of Taxes paid by or on behalf of Seller;

(d) all assets of any employee benefit plan, arrangement, or program maintained or contributed to by Seller;

(e) all licenses and approvals of any Governmental Authority related to the Business that are personal to Seller and non-transferrable (provided that all MMA promotion licenses needed to conduct the Business will be transferred to or associated with the Buyer to the extent permitted by the relevant Governmental Authority);

(f) all employee, personnel and other records that Seller is required by Law to retain in its possession;

(g) all capital stock held in treasury;

(h) notes receivable from employees or shareholders of Seller; and

(i) the items set forth on Schedule 2.2.

2.3 Liabilities of Seller; Assumed Liabilities. Buyer is not assuming and shall not be held responsible for nor shall be required to assume or be obligated to pay, discharge or perform, any debts, taxes, adverse claims, obligations or liabilities of Seller of any kind or nature or at any time existing or asserted, whether fixed, contingent or otherwise, whether in connection with the Purchased Assets, the Business or otherwise and whether arising before or after the consummation of the transactions contemplated by this Agreement, or bear any cost or charge with respect thereto, including without limitation, any accounts or notes payable, Taxes, warranty or personal injury claims accrued prior to the Closing, commissions, union contracts, unemployment contracts, profit sharing, retirement, pension, bonus, hospitalization, vacation or other employee benefits or any employment or old-age benefits relating to the employees of Seller. Notwithstanding the foregoing, on the Closing Date, Buyer shall assume and agrees to timely pay, perform and discharge the following Liabilities of Seller (collectively referred to as the "Assumed Liabilities"):

(a) all Liabilities and all obligations arising after the Closing Date under the Assumed Contracts, other than any Liability arising out of or relating to a breach of any Assigned Contract that occurred prior to the Closing Date; and

(b) all Liabilities or other claims related to the Business, that arise from acts performed by Buyer after the Closing Date or that arise from ownership and operation of the Purchased Assets and Business after the Closing Date.

For purposes of this Agreement, "Liability" means any debt, obligation, duty or liability of any nature (including unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with U.S. GAAP and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

2 . 4 Procedures for Purchased Assets not Transferable. If any property or other rights included in the Purchased Assets are not assignable or transferable either by virtue of the provisions thereof or under applicable law without the consent of some third party or parties, Seller shall use its commercially reasonable efforts to obtain such consents after the execution of this Agreement, but prior to the Closing, and Buyer shall use its commercially reasonable efforts to assist in that endeavor. If any such consent cannot be obtained prior to the Closing and the Closing occurs, this Agreement, the Other Agreements and the related instruments of transfer shall not constitute an assignment or transfer of the Purchased Asset regarding which such consent was not obtained and Buyer shall not assume Seller's obligations with respect to such Purchased Asset, but Seller shall use its commercially reasonable efforts to obtain such consent as soon as reasonably possible after the Closing or otherwise obtain for Buyer the practical benefit of such property or rights and Buyer shall use its commercially reasonable efforts to assist in that endeavor. For purposes of this Section 2.4 only and not for the purposes of the rest of this Agreement, commercially reasonable efforts shall not include any requirement of either party to expend money, commence any litigation or offer or grant any accommodation (financial or otherwise) to any third party.

ARTICLE 3
PURCHASE PRICE

3 . 1 Purchase Price. The purchase price ("Purchase Price") for the Purchased Assets shall be $750,000, subject to the Earn Out adjustment pursuant to Section 3.2.

3 . 2 Adjustments to Purchase Price. To the extent the Gross Profit generated from the Purchased Assets exceeds $100,000 for the full calendar year following the Closing, the Purchase Price will be adjusted upward proportionately such that each additional dollar of Gross Profit in excess of $100,000 will increase the Purchase Price by seven (7) dollars (the "Earn Out"). The Earn Out will be computed by the Company and confirmed by its accountants in the quarter following the full calendar year following the Closing. The methodology (including allocations of corporate revenue and expenses to the Purchased Assets and the Business) for determining the Earn Out will be consistently applied by Buyer to each of the Target Companies. Buyer will apply an allocation of any corporate revenues that are generated in whole or in part by the Purchased Assets or the Business to the Purchased Assets and the Business, and such allocation shall be commercially reasonable and proportionate in relation to the other Target Companies. The Earn Out will be paid to the Seller in shares of Common Stock valued at the lesser of (i) the IPO Price and (ii) the trailing 20 day VWAP for the Common Stock on the Trading Market as reported by Bloomberg, L.P. as of the date Buyer reports its quarterly report on Form 10-Q for the quarter following the full calendar year following the Closing. As used in this Agreement and the Other Agreements, "Gross Profit" means total revenue minus the cost of revenue as determined by US GAAP, consistently applied. THE SELLER ACKNOWLEDGES THAT HIS SALARY WILL BE DEEMED AN EXPENSE OF THE BUSINESS AND SHALL BE INCLUDED IN COST OF REVENUE FOR PURPOSES OF DETERMINING THE EARN OUT.

3.3 Payment of Purchase Price. The Purchase Price shall be paid at the Closing by delivery:

(a) to Seller of Two Hundred Fifty Thousand and no/100 Dollars ($250,000.00) in cash; and

(b) to Seller of the number of shares of Common Stock (rounded to the nearest whole number) equal to Five Hundred Thousand and no/100 Dollars $500,000.00 divided by the IPO Price.

3.4 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets and the Assumed Liabilities in accordance with Schedule 3.4 (the "Final Purchase Price Allocation"), which has been prepared in accordance with the rules under Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent the Purchase Price is adjusted under Section 3.2, the parties shall adjust the Final Purchase Price Allocation consistent with Schedule 3.4 and the rules under Section 1060 of the Code to reflect such adjustment to the Purchase Price. The parties recognize that the Purchase Price does not include Buyer's acquisition expenses and that Buyer will allocate such expenses appropriately. The parties agree to act in accordance with the computations and allocations contained in the Final Purchase Price Allocation in any relevant Tax returns or filings (including any forms or reports required to be filed pursuant to Section 1060 of the Code or any provisions of local, state and foreign law ("1060 Forms")), and to cooperate in the preparation of any 1060 Forms and to file such 1060 Forms in the manner required by applicable law. Neither Buyer nor Seller shall take any position (whether in audits, Tax returns, or otherwise) that is inconsistent with the Final Purchase Price Allocation unless required to do so by applicable law.

ARTICLE 4
CLOSING

4.1 Closing Date. The Closing shall take place substantially concurrently with the closing of the IPO (such date, the "Closing Date") at a place and location to be agreed upon between Buyer and Seller, subject to the satisfaction or waiver of each of the conditions set forth in Article 8.

4.2 Transactions at Closing. At the Closing, subject to the terms and conditions hereof:

(a) Transfer of Purchased Assets and Seller's Closing Deliveries. Seller shall transfer and convey or cause to be transferred and conveyed to Buyer all of the Purchased Assets and Seller and Buyer shall execute and Seller shall deliver to Buyer each of the Other Agreements and such other good and sufficient instruments of transfer and conveyance as shall be necessary to vest in Buyer title to all of the Purchased Assets or as shall be reasonably requested by the Buyer. The Seller shall also deliver to Buyer the Seller Officer's Certificate required by Section 8.2(b) and all other documents required to be delivered by Seller at Closing pursuant hereto.

(b) Payment of Purchase Price, Assumption of Assumed Liabilities and Buyer's Closing Deliveries. In consideration for the transfer of the Purchased Assets and other transactions contemplated hereby Buyer shall deliver the Purchase Price to the Seller and shall execute and deliver to Seller the Bill of Sale, Conveyance and Assignment and the Assignment and Assumption Agreement, whereby Buyer assumes the Assumed Liabilities, and each of the Other Agreements, as well as the Buyer Officer's Certificate required by Section 8.1(b) and all other documents required to be delivered by Buyer at Closing pursuant hereto or as shall be reasonably requested by Seller.

(c) Notification of transfer of Purchased Assets. At or before the Closing, Seller will notify all parties to the contracts specified on Schedule 5.7 hereto of the transfer of the Purchased Assets to Buyer and provide copies of such notices to Buyer.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLER AND THE SELLING STOCKHOLDER

Seller and the Selling Member, jointly and severally, represent and warrant to Buyer as follows:

5.1 Organization. Seller is a limited liability company duly organized and validly existing in good standing under the laws of the State of Maryland, duly qualified to transact business as a foreign entity in such jurisdictions where the nature of its Business makes such qualification necessary, except as to jurisdictions where the failure to qualify would not reasonably be expected to have a material adverse effect on the Business of the Seller or the Purchased Assets, and has all requisite corporate power and authority to own, lease and operate the Purchased Assets and to carry on its Business, as now being conducted.

5.2 Due Authorization.

(a) Seller has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements, and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Seller, including approval of this Agreement and the Other Agreements by the board of directors of the Seller.

(b) Subject to obtaining any consents of Persons listed on Schedule 5.7, the signing, delivery and performance of this Agreement and the Other Agreements by Seller is not prohibited or limited by, and will not result in the breach of or a default under, or conflict with any obligation of Seller with respect to the Purchased Assets under (i) any provision of its Articles of Organization, Operating Agreement, or other organizational documentation of Seller, (ii) any material agreement or instrument to which Seller is a party or by which it or its properties are bound, (iii) any authorization, judgment, order, award, writ, injunction or decree of any Governmental Authority which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, or (iv) any applicable law, statute, ordinance, regulation or rule which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, and, will not result in the creation or imposition of any Encumbrance on any of the Purchased Assets. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Seller and constitutes, or, in the case of the Other Agreements, will constitute, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

5.3 Equipment and other Purchased Assets. Other than as set forth on Schedule 5.3, the Equipment and other Purchased Assets owned by, in the possession of, or used by Seller, in connection with the Business is in good condition and repair, ordinary wear and tear excepted, and is usable in the ordinary course of business.

5 . 4 Title. Other than as set forth on Schedule 5.4, the Purchased Assets are owned legally and beneficially by Seller with good and transferable title thereto, free and clear of all Encumbrances other than Permitted Encumbrances. At the Closing, Buyer will receive legal and beneficial title to all of the Purchased Assets, free and clear of all Encumbrances, except for the Permitted Encumbrances and Assumed Liabilities, and subject to obtaining any consents of Persons listed on Schedule 5.7.

5.5 Intellectual Property. Identified on Schedule 5.5 is a complete and accurate list of all Intellectual Property Rights used by Seller in the Business. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is owned free and clear of all Encumbrances or has been duly licensed for use by Seller and all pertinent licenses and their respective material terms are set forth on Schedule 5.5. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is not the subject of any pending adverse claim or, to Seller's knowledge, the subject of any threatened litigation or claim of infringement or misappropriation. Except as set forth on Schedule 5.5, the Seller has not violated the terms of any license pursuant to which any part of the Transferred Intellectual Property has been licensed by the Seller. To Seller's knowledge, except as set forth on Schedule 5.5, the Transferred Intellectual Property does not infringe on any Intellectual Property Rights of any third party. To the Seller's knowledge the Transferred Intellectual Property together with the rights granted under the Trademark License Agreement constitutes all of the Intellectual Property Rights necessary to conduct the Business as presently conducted. Except as set forth on Schedule 5.5, the Transferred Intellectual Property will continue to be available for use by Buyer from and after the Closing at no additional cost to Buyer.

5 . 6 Litigation. Except as set forth on Schedule 5.6, there is no suit (at law or in equity), claim, action, judicial or administrative proceeding, arbitration or governmental investigation now pending or, to the best knowledge of Seller threatened, (i) arising out of or relating to any aspect of the Business, or any part of the Purchased Assets, (ii) concerning the transactions contemplated by this Agreement, or (iii) involving Seller, its shareholders, or the officers, directors or employees of Seller in reference to actions taken by them in the conduct of any aspect of the Business.

5.7 Consents. Except as set forth on Schedule 5.7, no notice to, filing with, authorization of, exemption by, or consent of any Person is required for Seller to consummate the transactions contemplated hereby.

5.8 Brokers, Etc. No broker or investment banker acting on behalf of Seller or under the authority of Seller is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Seller.

5 . 9 Absence of Undisclosed Liabilities. To Seller's knowledge, Seller has not incurred any material liabilities or obligations with respect to the Purchased Assets (whether accrued, absolute, contingent or otherwise), which continue to be outstanding, except as otherwise expressly disclosed in this Agreement.

5 . 1 0 Assumed Contracts. All current and complete copies of all Assumed Contracts (which shall be deemed to include all Fighter Contracts) have been delivered to or made available to the Buyer. Except as set forth on Schedule 5.10, the Assumed Contracts are all in full force and effect and, to Seller's knowledge, there are no outstanding material defaults or violations under such Assumed Contracts on the part of the Seller or, to the knowledge of the Seller, on the part of any other party to such Assumed Contracts, except for such defaults as will not have a material adverse effect on the Business or Purchased Assets, taken as a whole. Except as set forth on Schedule 5.10, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any Assumed Contract, other than in connection with negotiations for renewals and amendments in the ordinary course of business.

5.11 Tax Matters. In each case except as would not reasonably be expected to have a material adverse effect on the Purchased Assets:

(a) No failure, if any, of the Seller to duly and timely pay all Taxes, including all installments on account of Taxes for the current year, that are due and payable by it will result in an Encumbrance on the Purchased Assets;

(b) There are no proceedings, investigations, audits or claims now pending or threatened against the Seller in respect of any Taxes, and there are no matters under discussion, audit or appeal with any governmental authority relating to Taxes, which will result in an Encumbrance on the Purchased Assets;

(c) The Seller has duly and timely withheld all Taxes and other amounts required by law to be withheld by it relating to the Purchased Assets (including Taxes and other amounts relating to the Purchased Assets required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the account or benefit of any Person, including any employees, officers or directors and any non-resident Person), and has duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required by law to be remitted by it; and

(d) The Seller has duly and timely collected all amounts on account of any sales or transfer Taxes, including goods and services, harmonized sales and provincial or territorial sales Taxes with respect to the Purchased Assets, required by law to be collected by it and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by law to be remitted by it.

5.12 Scope of Rights in Purchased Assets. Except as set forth on Schedule 5.12, the rights, properties, and assets included in the Purchased Assets include substantially all of the rights, properties, and assets, of every kind, nature and description, wherever located, that Seller believes are necessary to own, use or operate the Business.

5.13 Compliance with Laws. Seller is in compliance with all laws applicable to the Business, except where the failure to be in compliance would not have a material adverse effect on the Purchased Assets or the Business. Seller has not received any unresolved written notice of or been charged with the violation of any laws applicable to the Business except where such charge has been resolved. Except as set forth on Schedule 5.13, there are no pending or, to the knowledge of the Seller, threatened actions or proceedings by any Governmental Authority, which would prohibit or materially impede the Business.

5.14 Financial Statements. Seller has provided to Buyer for inclusion in the Registration Statement copies of the audited balance sheet of the Seller at December 31, 2013 and December 31, 2014 and the related statements of income and cash flows for the years then ended (collectively, the "Audited Financial Statements") together with the unaudited balance sheet of the Seller at September 30, 2015 and the related statements of income and cash flows for the nine months then ended (referred to as the "Most Recent Financial Statements". Except as set forth on Schedule 5.14, such Audited Financial Statements and Most Recent Financial Statements have been compiled in accordance with U.S. GAAP and fairly present, in all material respects, the net assets of the Business at December 31, 2014 and for the nine months ended September 30, 2015 and the operating profit or loss of the Business.

5.15 Absence of Certain Changes. Except as contemplated by this Agreement, reflected in the Most Recent Financial Statements or set forth on Schedule 5.15, since December 31, 2014, (i) the Business has been conducted in all material respects in the ordinary course of business and (ii) neither Seller nor the Selling Member have taken any of the following actions:

(a) sold, assigned or transferred any material portion of the Purchased Assets other than (i) in the ordinary course of business or (ii) sales or other dispositions of obsolete or excess equipment or other assets not used in the Business;

(b) cancelled any indebtedness other than in the ordinary course of business, or waived or provided a release of any rights of material value to the Business or the Purchased Assets;

(c) except as required by Law, granted any rights to severance benefits, "stay pay", termination pay or transaction bonus to any Business Employee or increased benefits payable or potentially payable to any such Business Employee under any previously existing severance benefits, "stay-pay", termination pay or transaction bonus arrangements (in each case, other than grants or increases for which Buyer will not be obligated following the Closing);

(d) except in the ordinary course of business, made any capital expenditures or commitments therefor with respect to the Business in an amount in excess of $50,000 in the aggregate;

(e) acquired any entity or business (whether by the acquisition of stock, the acquisition of assets, merger or otherwise), other than acquisitions that have not or will not become integrated into the Business;

(f) amended the terms of any existing Employee Plan, except for amendments required by Law;

(g) changed the Tax or accounting principles, methods or practices of the Business, except in each case to conform to changes required by Tax Law, in U.S. GAAP or applicable local generally accepted accounting principles;

(h) amended, cancelled (or received notice of future cancellation of) or terminated any Assumed Contract which amendment, cancellation or termination is not in the ordinary course of business;

(i) materially increased the salary or other compensation payable by Seller to any Business Employee, or declared or paid, or committed to declare or pay, any bonus or other additional payment to and Business Employees, other than (A) payments for which Buyer shall not be liable after Closing, (B) customary compensation increases and (C) bonus awards or payments under existing bonus plans and arrangements awarded to Business Employees which have been awarded or paid in the ordinary course of business;

(j) failed to make any material payments under any Assumed Contracts or Permits as and when due (except where contested in good faith or cured by Seller) under the terms of such Assumed Contracts or Permits;

(k) suffered any material damage, destruction or loss relating to the Business or the Purchased Assets, not covered by insurance;

(l) incurred any material claims relating to the Business or the Purchased Assets not covered by applicable policies of liability insurance within the maximum insurable limits of such policies;

(m) mortgaged, sold, assigned, transferred, pledged or otherwise placed an Encumbrance on any Purchased Asset, except in the ordinary course of business, as otherwise set forth herein or that will be released at Closing;

(n) transferred, granted, licensed, assigned, terminated or otherwise disposed of, modified, changed or cancelled any material rights or obligations with respect to any of the Transferred Intellectual Property, except in the ordinary course of business; or

(o) entered into any agreement or commitment to take any of the actions set forth in paragraphs (a) through (n) of this Section 5.15.

5.16 Employee Benefit Plans. Attached on Schedule 5.16 is a list of all qualified and non-qualified pension and welfare benefit plans of Seller (the "Employee Plans"). Each of the Employee Plans has been operated in accordance with its terms, does not discriminate (as that term is defined in the Code) and will, along with all other bonus plans, incentive or compensation arrangements provided by Seller to or for its employees, be terminated by Seller immediately following Closing. All payments due from Seller pursuant thereto have been paid.

5.17 Business Employees. Attached on Schedule 5.17 is a list of all employees of Seller (collectively, the "Business Employees"), their current salaries or compensation, a listing of commission arrangements, a list of commitments for future salary or compensation increases, and the last salary raise with dates and amounts. Schedule 5.17 lists all individuals with whom Seller has employment, consulting, representative, labor, non-compete or any other restrictive agreements. Except as set forth on Schedule 5.17, Seller has not entered into any severance or similar arrangement with respect of any Business Employee (or any former employee or consultant) that will result in any obligation (absolute or contingent) of Buyer or Seller to make any payment to any Business Employee (or any former employee or consultant) following termination of employment.

5.18 Labor Relations. Except as set forth on Schedule 5.18, Seller has complied in all material respects with all federal, state and local laws, rules and regulations relating to the employment of labor including those related to wages, hours and the payment of withholding and unemployment Taxes. Seller has withheld all amounts required by law or agreement to be withheld from the wages or salaries of its employees and is not liable for any arrearage of wages or any Taxes or penalties for failure to comply with any of the foregoing.

5.19 Sponsors, Vendors and Suppliers. Attached on Schedule 5.19 is a complete and accurate list of (i) the five (5) largest sponsors of Seller in terms of revenue during the period from January 1, 2014 through June 30, 2015, showing the approximate total amount of sponsorship revenue by Seller from each such sponsor during such period; and (ii) the five (5) largest vendors and suppliers (whether of production services, event venues, equipment, fighter managers, etc.) to Seller in terms of purchases or payments made by Seller to such vendor or supplier during the period from January 1, 2014 through June 30, 2015, showing the approximate total purchases or payments by Seller from each such supplier during such period. Except as set forth on Schedule 5.19 and to Seller's knowledge, as of the date of this Agreement there has been no adverse change in the business relationship of Seller with any sponsor or supplier named on Schedule 5.19 that is material to the Business or the financial condition of Seller.

5.20 Conflict of Interest. Except as set forth on Schedule 5.20, neither Seller nor the Selling Member have any direct or indirect interest (except through ownership of less than five percent (5%) of the outstanding securities of corporations listed on a national securities exchange or registered under the Securities Exchange Act of 1934, as amended) in (i) any entity which does business with Seller or is competitive with the Business, or (ii) any property, asset or right which is used by Seller in the conduct of its Business.

5.21 Fighters Under Contract. Schedule 5.21 sets forth each agreement to which the Seller or Selling Member is a party with any professional mixed martial arts fighter and the economic terms of each such agreement (each a "Fighter Contract"). Each Fighter Contract is in full force and effect and, to Seller's knowledge, there are no outstanding material defaults or violations under any such Fighter Contract on the part of the Seller or, to the knowledge of the Seller, on the part of any other party to such Fighter Contract, except for such defaults as will not have a material adverse effect on the Business or Purchased Assets, taken as a whole. Except as set forth on Schedule 5.21, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any Fighter Contract, other than in connection with negotiations for renewals and amendments in the ordinary course of business.

5.22 Inventories. All Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, has been purchased in the ordinary course of business, is free from material defects, consists of goods of the kind, quantity and quality regularly used and sold in the Business. The Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, is merchantable and fit for its intended purpose and Seller has not, is not contemplating, nor has any reason to believe that a recall of such items or any items previously sold by Seller is necessary or warranted.

5.23 Accounts Receivable. All of the Accounts Receivable are (and as of the Closing Date will be) bona fide receivables subject to no counterclaims or offsets and arose in the ordinary course of business. At the Closing and except for Permitted Encumbrances, no person or entity will have any lien on such Accounts Receivable or any part thereof, and no agreement for deduction, free goods, discount or other deferred price or quantity adjustment will have been made with respect to any such Accounts Receivable.

5.24 Insurance. Seller maintains (i) insurance on all the Purchased Assets covering property damage by fire or other casualty which it is customary for Seller to insure, (ii) insurance protection against all liabilities, claims, and risks against which it is customary for Seller to insure, and (iii) insurance for worker's compensation and unemployment, products liability, and general public liability. All of such policies are consistent with past practices of Seller. Seller is not in default under any of such policies or binders. Such policies and binders are in full force and effect on the date hereof and shall be kept in full force and effect through the Closing Date.

5.25 Payment of Debts. Except for those liabilities assumed by Buyer pursuant to Section 2.3, Seller has made adequate provisions for payments of the amount due to its creditors and shall pay the same at Closing or pursuant to their existing terms on or before the Closing.

5.26 Accuracy of Statements. No representation or warranty by Seller or Selling Member in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Seller or Selling Member that materially adversely affects the business, financial condition or affairs of the Business, Seller or Selling Member. No representation made by a Selling Member to Buyer during the due diligence process leading up to the execution of this Agreement on in connection with the other Target Company Transactions contained an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

5.27 Representations and Warranties of Buyer. Neither Seller nor Selling Member are aware of, or have discovered through due diligence, any breaches by Buyer of its representations and warranties made in Article 6 of this Agreement, which they have not disclosed to Buyer.

5.28 Sufficiency of Assets. Other than as set forth on Schedule 5.28, the Purchased Assets constitute all of the assets necessary to conduct the Business as it is conducted as of the date of this Agreement. Other than as set forth on Schedule 5.28, all Permits and Assumed Contracts, including those identified on Schedule 2.1(d) will be available for use by the Buyer on materially identical terms (i) as of the Closing and (ii) for one year following the Closing.

5.29 The Selling Member.

(a) The Selling Member has never (i) made a general assignment for the benefit of creditors, (ii) filed, or had filed against such Selling Member, any bankruptcy petition or similar filing, (iii) suffered the attachment or other judicial seizure of all or a substantial portion of such Selling Member's assets, (iv) admitted in writing such Selling Member's inability to pay his or her debts as they become due, or (v) taken or been the subject of any action that may have an adverse effect on his ability to comply with or perform any of his covenants or obligations under any of the Other Agreements or which would require disclosure in the Registration Statement.

(b) Selling Member is not subject to any Order or is bound by any agreement that may have an adverse effect on his ability to comply with or perform any of his or her covenants or obligations under any of the Other Agreements. There is no Proceeding pending, and no Person has threatened to commence any Proceeding, that may have an adverse effect on the ability of Selling Member to comply with or perform any of his covenants or obligations under any of the Other Agreements. No event has occurred, and no claim, dispute or other condition or circumstance exists, that might directly or indirectly give rise to or serve as a basis for the commencement of any such Proceeding.

5.30 Investment Purposes.

(a) Seller and Selling Member (i) understand that the shares of Common Stock to be issued to Seller pursuant to this Agreement have not been registered for sale under any federal or state securities Laws and that such shares are being offered and sold to Seller pursuant to an exemption from registration provided under Section 4(2) of the Securities Act, (ii) agree that Seller is acquiring such shares for its own account for investment purposes only and without a view to any distribution thereof other than to the Selling Member as permitted by the Securities Act and subject to the Lock-Up Agreement, (iii) acknowledge that the representations and warranties set forth in this Section 5.30 are given with the intention that the Buyer rely on them for purposes of claiming such exemption from registration, and (iv) understand that they must bear the economic risk of the investment in such shares for an indefinite period of time as such shares cannot be sold unless subsequently registered under applicable federal and state securities Laws or unless an exemption from registration is available therefrom.

(b) Seller and Selling Member agree (i) that the shares of Common Stock to be issued to Seller pursuant to this Agreement will not be sold or otherwise transferred for value unless (x) a registration statement covering such shares has become effective under applicable state and federal securities laws, including, without limitation, the Securities Act, or (y) there is presented to the Buyer an opinion of counsel satisfactory to the Buyer that such registration is not required, (ii) that any transfer agent for the Common Stock may be instructed not to transfer any such shares unless it receives satisfactory evidence of compliance with the foregoing provisions, and (iii) that there will be endorsed upon any certificate evidencing such shares an appropriate legend calling attention to the foregoing restrictions on transferability of such shares.

(c) Seller and Selling Member is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act.

(d) Seller and Selling Member (i) are aware of the business, affairs and financial condition of the Buyer and the other Target Companies, and have acquired sufficient information about the Buyer and the other Target Companies, the IPO and the Target Company Transactions to reach an informed and knowledgeable decision to acquire the shares of Common Stock to be issued to Seller pursuant to this Agreement, (ii) have discussed the Buyer's plans, operations and financial condition with the Buyer's officers, (iii) have received all such information as they have deemed necessary and appropriate to enable them to evaluate the financial risk inherent in making an investment in the shares of Common Stock to be issued pursuant to this Agreement, (iv) have sufficient knowledge and experience in financial and business matters and in the business of conducting mixed martial arts promotions so as to be capable of evaluating the merits and risks of their investment in Common Stock, and (v) are capable of bearing the economic risks of such investment.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller and the Selling Member as follows:

6.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own its property and to carry on its business as it is now being conducted.

6 . 2 Due Authorization. Buyer has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Buyer. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Buyer and constitutes, or, in the case of the Other Agreements will constitute, the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

6.3 Consents. Except as set forth on Schedule 6.3, no notice to, filing with, authorization of, exemption by, or consent of, any Person is required for Buyer to consummate the transactions contemplated hereby.

6.4 No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in (i) a violation of or a conflict with any provision of the certificate of incorporation, by-laws or other organizational document of Buyer; (ii) a breach of, or a default under, any term of provision of any contract, agreement, indebtedness, lease, commitment, license, franchise, permit, authorization or concession to which Buyer is a party which breach or default would have a material adverse effect on the business or financial condition of Buyer or their ability to consummate the transactions contemplated hereby; or (iii) a violation by Buyer of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, which violation would have a material adverse effect on the business or financial condition of Buyer or its ability to consummate the transactions contemplated hereby.

6.5 Brokers, Etc. No broker or investment banker acting on behalf of Buyer or under the authority of Buyer is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Buyer. All underwriting discounts and fees incident to the IPO will be paid by Buyer.

6.6 Accuracy of Statements. No representation or warranty by Buyer in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Buyer that materially adversely affects the business, financial condition or affairs of the Buyer.

6.7 Representations and Warranties of Seller and the Selling Member. Buyer is not aware of, nor has discovered through due diligence, any breaches by Seller or Selling Member of their respective representations and warranties made in Article 5 of this Agreement, which it has not disclosed to Seller and the Selling Member.

6.8 Capitalization. The authorized capital stock of the Buyer consists of (i) 45,000,000 shares of Common Stock, of which on the date hereof 2,366,250 shares are issued and outstanding, and (ii) 5,000,000 shares of preferred stock, $0.001 par value per share, of which on the date hereof and on the Closing Date no shares are issued and outstanding. Other than shares of Common Stock sold in the IPO or issued in connection with the Target Company Transactions, and set forth in the Registration Statement no subscription, warrant, option, convertible security or other right (contingent or otherwise) to purchase, acquire (including rights of first refusal, anti-dilution or pre-emptive rights) or register under the Securities Act any shares of capital stock of the Company is authorized or outstanding. The Company does not have any obligation to issue any subscription, warrant, option, convertible security or other such right or to issue or distribute to holders of any shares of its capital stock any evidence of indebtedness or assets of the Company. The Company does not have any obligation to purchase, redeem or otherwise acquire any shares of its capital stock or any interest therein or to pay any dividend or make any other distribution in respect thereof. There are no outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights with respect to the Company. At the Closing, the shares of Common Stock to be issued to Seller as consideration for the Purchase Price will be duly authorized, validly issued, fully paid and non-assessable.

ARTICLE 7
COVENANTS AND CONDUCT OF SELLER
FROM THE DATE OF EXECUTION OF THIS AGREEMENT TO THE CLOSING DATE

Seller and the Selling Member, jointly and severally, covenant that from the date of the execution of this Agreement to the Closing Date, Seller shall:

7.1 Compensation. Except in the ordinary course of business or as set forth on Schedule 7.1, not increase or commit to increase, the amount of compensation payable, or to become payable by Seller, or make, any bonus, profit-sharing or incentive payment to any of its officers, directors or relatives of any of the foregoing;

7.2 Encumbrance of Assets. Not cause any Encumbrance of any kind other than Permitted Encumbrances to be placed upon any of the Purchased Assets or other assets of Seller, exclusive of liens arising as a matter of law in the ordinary course of business as to which there is no known default;

7.3 Incur Liabilities. Not take any action which would cause Seller to incur any obligation or liability (absolute or contingent) except liabilities and obligations incurred in the ordinary course of business or which will be paid at Closing;

7.4 Disposition of Assets. Not sell or transfer any of the Purchased Assets or any other tangible or intangible assets of Seller or cancel any debts or claims, except in each case in the ordinary course of business;

7.5 Executory Agreements. Except for modifications in connection with extensions of existing agreements in the ordinary course of business, not modify, amend, alter, or terminate (by written or oral agreement, or any manner of action or inaction), any of the executory agreements of Seller including, without limitation, any Fighter Contracts, agreements with vendors, televisions or media partners, event sponsors or event venue providers except as otherwise approved by Buyer in writing, which consent will not be unreasonably withheld or delayed;

7.6 Material Transactions. Not enter into any transaction material in nature or amount without the prior written consent of Buyer, except for transactions in the ordinary course of business;

7.7 Purchase or Sale Commitments. Not undertake any purchase or sale commitment that will result in purchases outside of customary requirements;

7.8 Preservation of Business. Use its best efforts to preserve the Purchased Assets, keep in faithful service the present officers and key employees of Seller (other than increasing compensation to do so) and preserve the goodwill of its suppliers, customers and others having business relations with Seller;

7.9 Investigation. Allow, during normal business hours, Buyer's personnel, attorneys, accountants and other authorized representatives free and full access to the plans, properties, books, records, documents and correspondence, and all of the work papers and other documents relating to Seller in the possession of Seller, its officers, directors, employees, auditors or counsel, in order that Buyer may have full opportunity to make such investigation as it may desire of the properties and Business of Seller;

7.10 Compliance with Laws. Comply in all material respects with all Laws applicable to Seller or to the conduct of its Business;

7.11 Notification of Material Changes. Provide Buyer's representatives with prompt written notice of any material and adverse change in the condition (financial or other) of Seller's assets, liabilities, earnings, prospects or business which has not been disclosed to Buyer in this Agreement; and

7.12 Cooperation. Cooperate fully, completely and promptly with Buyer in connection with (i) securing any approval, consent, authorization or clearance required hereunder, or (ii) satisfying any condition precedent to the Closing without additional cost and expense to Seller unless such action is otherwise the obligation of Seller.

7.13 Accounting Matters and Registration Statement. Cooperate fully, completely and promptly with Buyer, its counsel, and all auditors in connection with the Registration Statement, including using best efforts to provide Buyer with all Seller financial statements required by Regulation S-X promulgated under the Securities Act for inclusion in the Registration Statement.

Nothing in this Agreement shall prohibit Seller from paying dividends and other distributions to the Selling Member.

ARTICLE 8
CONDITIONS TO CLOSING

8.1 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Seller):

(a) Performance of Agreements and Conditions. All agreements and covenants to be performed and satisfied by Buyer hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Buyer in all material respects.

(b) Representations and Warranties True. The representations and warranties of Buyer contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Buyer contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller of the transactions contemplated by this Agreement taken as a whole, in each such case on and as of the Closing Date, with the same effect as though made on and as of the Closing Date, and there shall be delivered to Seller on the Closing Date a certificate, in form of Exhibit G attached hereto, executed by the Chief Executive Officer of Buyer to that effect (the "Buyer Officer's Certificate").

(c) Payment of Purchase Price. Buyer shall have paid the Purchase Price and assumed the Assumed Liabilities as provided in Section 4.2(b).

(d) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(e) Other Agreements. Buyer shall have delivered to Seller a duly executed copy of each of the Other Agreements.

(f) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

8.2 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Buyer):

(a) Performance of Agreements and Covenants. All agreements and covenants to be performed and satisfied by Seller and the Selling Member hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Seller in all material respects.

(b) Representations and Warranties True. The representations and warranties of Seller and the Selling Member contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Seller and the Selling Member contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the Purchased Assets or the Business taken as a whole, in each such case on and as of the Closing Date with the same effect as though made on and as of the Closing Date (except for those representations and warranties that specifically refer to some other date), and there shall be delivered by Seller on the Closing Date a certificate, in form of Exhibit H attached hereto, executed by the Chief Executive Officer of Seller to that effect (the "Seller Officer's Certificate").

(c) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(d) Other Agreements. Seller and the Selling Member shall have delivered to Buyer a duly executed copy of each of the Other Agreements to which it is a party.

(e) Material Adverse Change. There shall not have been a material adverse change in the Seller's business, financial condition, prospects, assets or operations relating to the Purchased Assets or the Business, taken as a whole, except to the extent such material adverse change arises from or relates to: (i) any change in economic, business or financial market conditions in the United States or regions in which the Business operates, (ii) changes in any Laws or in accounting rules or standards; (iii) any natural disaster, act of terrorism or war, or the outbreak of hostilities, or any other international or domestic calamity or crisis; (iv) any action taken or not taken with the prior written consent of the Purchaser or required or expressly permitted by the terms of this Agreement; (v) the pendency of this Agreement and the transactions contemplated hereby or (vi) any existing event, circumstance, change or effect with respect to which the Buyer has knowledge as of the date of this Agreement.

(f) Non-Competition and Non-Solicitation Agreements. The Selling Member shall have entered into a Non-Competition and Non-Solicitation Agreement with the Buyer in substantially the form attached hereto as Exhibit F.

(g) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

(h) IPO. Buyer shall have completed the IPO.

(i) Available Cash at Closing. The amount of cash acquired at Closing pursuant to Section 2.1(a) shall be at a minimum sufficient to conduct the Seller's next scheduled event consistent with past practice and utilizing solely the Purchased Assets.

(j) Satisfaction of Encumbrances. Seller shall deliver a payoff letter or similar documentation, in form reasonably acceptable to Buyer, terminating any Encumbrance on any of the Purchased Assets, together with executed UCC-2 or UCC-3 termination statements (or any other applicable termination statement) executed by each Person holding Encumbrances on any Purchased Asset.

ARTICLE 9
POST-CLOSING COVENANTS, OTHER AGREEMENTS

9.1 Availability of Records. After the Closing, Buyer, shall make available to Seller as reasonably requested by Seller, its agents and representatives, or as requested by any Governmental Authority, all information, records and documents relating to the Purchased Assets for all periods prior to Closing and shall preserve all such information, records and documents until the later of: (a) six (6) years after the Closing; (b) the expiration of all statutes of limitations for Taxes for periods prior to the Closing, or extensions thereof applicable to Seller and its shareholders for Tax information, records or documents; or (c) the required retention period for all government contract information, records or documents. Prior to destroying any records related to Seller for the period prior to the Closing, Buyer shall notify Seller ninety (90) days in advance of any such proposed destruction of its intent to destroy such records, and Buyer will permit Seller to retain any such records.

9.2 Tax Matters.

(a) Bifurcation of Taxes. Seller and its Affiliates shall be solely liable for all Taxes imposed upon Seller attributable to the Purchased Assets for all taxable periods ending on or before the Closing Date. Buyer and its Affiliates shall be solely liable for any Taxes imposed upon Buyer attributable to the Purchased Assets for any taxable year or taxable period commencing after the Closing Date.

(b) Transfer Taxes. Buyer and Seller shall each pay one-half of any and all sales, use, transfer and documentary Taxes and recording and filing fees applicable to the transfer of the Purchased Assets.

(c) Cooperation and Records. After the Closing Date, Buyer and Seller shall cooperate in the filing of any Tax returns or other Tax-related forms or reports, to the extent any such filing requires providing each other with necessary relevant records and documents relating to the Purchased Assets. Seller and Buyer shall cooperate in the same manner in defending or resolving any Tax audit, examination or Tax-related litigation. Buyer and Seller shall cooperate in the same manner to minimize any transfer, sales and use Taxes. Nothing in this Section shall give Buyer or Seller any right to review the other's Tax returns or Tax related forms or reports.

(d) Bulk Sales Laws. Seller and Buyer waive compliance with bulk sales laws for Tax purposes.

9.3 Post-Closing Delivery. Subject to the provisions of Section 4.2, Seller agrees to arrange for physical delivery to Buyer of the tangible Purchased Assets in Seller's possession. Buyer and Seller acknowledge that title and risk of loss with respect to all Purchased Assets shall pass to Buyer at Closing. Seller agrees to use commercially reasonable efforts to preserve and maintain the tangible Purchased Assets in good working condition and to protect such Purchased Assets against damage, deterioration and other wasting. All Intellectual Property (in particular all MMA video content) comprising the Purchased Assets will be delivered to Buyer in electronic form consistent with common industry practice.

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification by Seller and the Selling Member. Seller and Selling Member hereby jointly and severally agree to indemnify, defend and hold Buyer harmless from and against any Losses (defined below) in respect of the following:

(a) Losses resulting in bodily injury, wrongful death, and/or property damages, including without limitation, actual, punitive, direct, indirect, or consequential damages and all attorney's fees and court costs recoverable by the injured party or parties arising out of litigation that is currently pending against Seller or arising from facts which occurred prior to Closing which, in the case of litigation, the defense of which is not being defended by Seller's insurance carrier or, if the same results in or has resulted in a verdict or damages to be paid, the same is not being paid by Seller's insurance company.

(b) Losses resulting from the breach of any representations, warranties, covenants or agreements made by Seller or Selling Member in this Agreement or the Other Agreements.

10.2 Indemnification by Buyer. Buyer hereby agrees to indemnify, defend and hold Seller and the Selling Member harmless from and against any Losses in respect of the following:

(a) Losses resulting from any breach of any representations, warranties, covenants or agreements made by Buyer in this Agreement or the Other Agreements.

(b) Buyer's operation of the Business and ownership of the Purchased Assets after the Closing, including, without limitation, all sales and use Taxes, ad valorem Taxes, and products liability claims with respect to such post-Closing operations.

(c) The Assumed Liabilities, including all claims arising from the obligations assumed under the Assumed Contracts as set forth in Section 2.1(d).

10.3 Indemnification Procedure for Third-Party Claims.

(a) In the event that any party (the "Indemnified Person") desires to make a claim against any other party (the "Indemnifying Person") in connection with any Losses for which the Indemnified Person may seek indemnification hereunder in respect of a claim or demand made by any Person not a party to this Agreement against the Indemnified Person (a "Third-Party Claim"), such Indemnified Person must notify the Indemnifying Person in writing, of the Third-Party Claim (a "Third-Party Claim Notice") as promptly as reasonably possible after receipt, but in no event later than fifteen (15) calendar days after receipt, by such Indemnified Person of notice of the Third-Party Claim; provided, that failure to give a Third-Party Claim Notice on a timely basis shall not affect the indemnification provided hereunder except to the extent the Indemnifying Person shall have been actually and materially prejudiced as a result of such failure. Upon receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall be entitled, at the Indemnifying Person's election, to assume or participate in the defense of any Third-Party Claim at the cost of Indemnifying Person. In any case in which the Indemnifying Person assumes the defense of the Third-Party Claim, the Indemnifying Person shall give the Indemnified Person ten (10) calendar days' notice prior to executing any settlement agreement and the Indemnified Person shall have the right to approve or reject the settlement and related expenses; provided, however, that upon rejection of any settlement and related expenses, the Indemnified Person shall assume control of the defense of such Third-Party Claim and the liability of the Indemnifying Person with respect to such Third-Party Claim shall be limited to the amount or the monetary equivalent of the rejected settlement and related expenses.

(b) The Indemnified Person shall retain the right to employ its own counsel and to discuss matters with the Indemnifying Person related to the defense of any Third-Party Claim, the defense of which has been assumed by the Indemnifying Person pursuant to Section 10.3(a) of this Agreement, but the Indemnified Person shall bear and shall be solely responsible for its own costs and expenses in connection with such participation; provided, however, that, subject to Section 10.3(a) above, all decisions of the Indemnifying Person shall be final and the Indemnified Person shall cooperate with the Indemnifying Person in all respects in the defense of the Third-Party Claim, including refraining from taking any position adverse to the Indemnifying Person.

(c) If the Indemnifying Person fails to give notice of the assumption of the defense of any Third-Party Claim within a reasonable time period not to exceed forty-five (45) days after receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall no longer be entitled to assume (but shall continue to be entitled to participate in) such defense. The Indemnified Person may, at its option, continue to defend such Third-Party Claim and, in such event, the Indemnifying Person shall indemnify the Indemnified Person for all reasonable fees and expenses in connection therewith (provided it is a Third-Party Claim for which the Indemnifying Person is otherwise obligated to provide indemnification hereunder). The Indemnifying Person shall be entitled to participate at its own expense and with its own counsel in the defense of any Third-Party Claim the defense of which it does not assume. Prior to effectuating any settlement of such Third-Party Claim, the Indemnified Person shall furnish the Indemnifying Person with written notice of any proposed settlement in sufficient time to allow the Indemnifying Person to act thereon. Within fifteen (15) days after the giving of such notice, the Indemnified Person shall be permitted to effect such settlement unless the Indemnifying Person (a) reimburses the Indemnified Person in accordance with the terms of this Article 10 for all reasonable fees and expenses incurred by the Indemnified Person in connection with such Claim; (b) assumes the defense of such Third-Party Claim; and (c) takes such other actions as the Indemnified Person may reasonably request as assurance of the Indemnifying Person's ability to fulfill its obligations under this Article 10 in connection with such Third-Party Claim.

10.4 Indemnification Procedure for Other Claims. An Indemnified Party wishing to assert a claim for indemnification which is not a Third Party Claim subject to Section 10.3 (a "Claim") shall deliver to the Indemnifying Party a written notice (a "Claim Notice") which contains (i) a description and, if then known, the amount (the "Claimed Amount") of any Losses incurred by the Indemnified Party or the method of computation of the amount of such claim of any Losses, (ii) a statement that the Indemnified Party is entitled to indemnification under this Article 10 and a reasonable explanation of the basis therefor, and (iii) a demand for payment in the amount of such Losses. Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party shall deliver to the Indemnified Party a written response in which the Indemnifying Party shall: (A) agree that the Indemnified Party is entitled to receive all of the Claimed Amount, (B) agree in a "Counter Notice" that the Indemnified Party is entitled to receive part, but not all, of the Claimed Amount (the "Agreed Amount"), or (C) contest that the Indemnified Party is entitled to receive any of the Claimed Amount including the reasons therefor. If the Indemnifying Party in the Counter Notice or otherwise contests the payment of all or part of the Claimed Amount, the Indemnifying Party and the Indemnified Party shall use good faith efforts to resolve such dispute. If such dispute is not resolved within sixty (60) days following the delivery by the Indemnifying Party of such response, the Indemnifying Party and the Indemnified Party shall each have the right to submit such dispute to a court of competent jurisdiction in accordance with the provisions of Section 12.17.

10.5 Losses.

(a) For purposes of this Agreement, "Losses" shall mean all actual liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including, without limitation, reasonable attorneys', accountants' and consultants' fees and expenses and court costs, including punitive, indirect, consequential or other similar damages. Losses shall include punitive, indirect, consequential or similar damages only for claims brought by third parties.

(b) Any liability for indemnification under this Agreement shall be determined without duplication of recovery due to the facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement.

(c) The Indemnified Person agrees to use all reasonable efforts to obtain recovery from any and all third parties who are obligated respecting a Loss (e.g. parties to indemnification agreements, insurance companies, etc.) ("Collateral Sources") respecting any Claim pursuant to which the Indemnified Person is entitled to indemnification hereunder. If the amount to be netted hereunder from any payment from a Collateral Source is determined after payment of any amount otherwise required to be paid to an Indemnified Person under this Article 10, the Indemnified Person shall repay to the Indemnifying Person, promptly after such receipt from Collateral Source, any amount that the Indemnifying Person would not have had to pay pursuant to this Article 10 had such receipt from the Collateral Source occurred at the time of such payment.

(d) Each Indemnified Person shall (and shall cause its Affiliates to) use commercially reasonable efforts to mitigate any claim for Losses that an Indemnified Person asserts under this Article 10.

(e) The amount of any and all Losses (and other indemnification payments) under this Agreement shall be decreased by (A) any Tax benefits in excess of Tax detriments actually realized by the applicable Indemnified Person related to the Loss, including deductibility of any such Losses (or other items giving rise to such indemnification payment), and (B) the amount of any insurance proceeds or other amounts recoverable from Collateral Sources (netted against deductibles and other costs associated with making or pursuing any such claims, as applicable), received or to be received by the applicable Indemnified Person with respect to such Losses under any insurance policy maintained by the Indemnified Person or any other Person or from any other Collateral Source. The Indemnified Person will assign to the Indemnifying Person any rights or contribution or subrogation the Indemnified Person may have against or respecting any Collateral Source or other Persons related to such Loss which is indemnified by the Indemnifying Person hereunder.

10.6 Certain Limitations. Notwithstanding anything to the contrary contained in this Agreement: (i) Neither Seller and the Selling Member nor Buyer shall be required to indemnify any party hereunder for their breach of any representation or warranty unless and until the aggregate amount of Losses arising from such types of breaches shall exceed $25,000.00 and at such time as the aggregate amount of Losses exceeds such amount the obligation to indemnify shall include all Losses including the first $25,000.00; and (ii) Seller and the Selling Member shall not be liable to provide indemnification hereunder in an aggregate amount in excess of twenty percent (20%) of the Purchase Price.

10.7 Exclusive Remedies. Each of Buyer, Seller and the Selling Member acknowledges and agrees that, from and after the Closing, its sole and exclusive remedy with respect to any and all Losses based upon, arising out of or otherwise in respect of the matters set forth in this Agreement and the Other Agreements shall be pursuant to the indemnification set forth in this Article 10, and such party shall have no other remedy or recourse with respect to any of the foregoing other than pursuant to, and subject to the terms and conditions of, this Article 10; provided, that the foregoing limitation shall not apply to claims seeking specific performance or other available equitable relief.

ARTICLE 11
TERMINATION AND SURVIVAL

11.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing Date as follows:

(a) with the mutual consent of Buyer and Seller;

(b) by Buyer, if it is not then in material breach of its obligations under this Agreement and if (A) any of Seller's or the Selling Member's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.2(b) would not be satisfied, or (B) any of Seller's or the Selling Member's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.2(a) would not be satisfied; provided, however, that Buyer shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Seller unless Seller fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Buyer of such inaccuracy or breach; or

(c) by Seller, if it is not then in material breach of its obligations under this Agreement and if (A) any of Buyer's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) would not be satisfied, or (B) any of Buyer's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) would not be satisfied; provided, however, that Seller shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Buyer unless Buyer fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Seller of such inaccuracy or breach.

(d) by Buyer or Seller if the Closing has not occurred on or prior to August 31, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

11.2 Procedure Upon Termination. In the event of termination and abandonment by Buyer or Seller, or both, pursuant to Section 11.1 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Buyer or Seller. If this Agreement is terminated as provided herein each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

11.3 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Buyer or Seller; provided, however, that the obligations of the parties set forth in Article 10, this Section 11.3 and Sections 12.2, 12.3, 12.4, 12.7, 12.9, 12.13, and 12.15 hereof shall survive any such termination and shall be enforceable hereunder.

(b) Nothing in this Section 11.3 shall relieve Buyer or Seller of any liability for a material breach of this Agreement prior to the date of termination, the damages recoverable by the non-breaching party shall include all attorneys' fees reasonably incurred by such party in connection with the transactions contemplated hereby.

11.4 Survival of Representations and Warranties. Except with respect to (a) the covenants of Buyer, Seller and the Selling Member which are intended to survive the Closing, (b) Seller's and the Selling Member's representations provided for in Section 5.2(a), 5.4 and 5.8 which survive indefinitely, (c) Seller's and Selling Member's representations provided for in Sections 5.6, 5.11, 5.14, 5.16 and 5.22 which survive until the applicable statute of limitations expires with respect to claims arising under such Sections, and (d) Buyer's representation provided for in Section 6.2 which survives indefinitely, the representations and warranties of each of the parties hereto shall survive the Closing for a period of twenty-four (24) months.

ARTICLE 12
MISCELLANEOUS

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall be made by either party without the prior express written consent of the other party.

12.2 Risk of Loss. All risk of loss with respect to the Purchased Assets to be transferred hereunder shall remain with Seller until the transfer of the Purchased Assets and the Business on the Closing Date. Anything to the contrary in this Agreement notwithstanding, in the event there has been any material damage to or destruction of any of the Purchased Assets prior to the Closing Date and Buyer elects to consummate the transactions contemplated herein, at Closing, Seller shall assign to Buyer all of Seller's right to receive insurance proceeds toward the repair or replacement of such Purchased Assets, if any, and if no such insurance is in effect or the amount payable thereunder is insufficient to repair or replace any such Purchased Assets, the parties shall equitably adjust the Purchase Price; provided, however, if any such adjustment would result in a reduction in the Purchase Price of more than five percent (5%), Seller and the Selling Member's shall have the option to terminate this Agreement.

12.3 Confidentiality. All information gained by either party concerning the other as a result of the transactions contemplated hereby ("Confidential Information"), including the execution and consummation of the transactions contemplated hereby and the terms thereof and information obtained by Buyer and its representatives in conducting due diligence respecting Seller and the Purchased Assets, will be kept in strict confidence. All Confidential Information will be used only for the purpose of consummating the transactions contemplated hereby. Following the Closing, all Confidential Information relating to the Business disclosed by Seller to Buyer shall become the Confidential Information of Buyer, subject to the restrictions on use and disclosure by Seller imposed under this Section 12.3. Neither Seller, the Selling Member, nor Buyer shall, without having previously informed the other party about the form, content and timing of any such announcement, make any public disclosure with respect to the Confidential Information or transactions contemplated hereby, except:

(a) As may be required by the Securities Act for inclusion in the Registration Statement; or

(b) As may be required by applicable Law provided that, in any such event, the party required to make the disclosure will (I) provide the other party with prompt written notice of any such requirement so that such other party may seek a protective order or other appropriate remedy, (II) consult with and exercise in good faith all reasonable efforts to mutually agree with the other party regarding the nature, extent and form of such disclosure, (III) limit disclosure of Confidential Information to what is legally required to be disclosed, and (IV) exercise its best efforts to preserve the confidentiality of any such Confidential Information; or

(c) Buyer may disclose the terms of this Agreement and the transactions contemplated hereby to an actual or prospective underwriter, lender, investor, partner or agent, subject to a non-disclosure agreement pursuant to which such lender, investor, partner or agent agrees to be bound by the terms of this Section 12.3; or

(d) Disclosure to a party's representatives and advisors in connection with advising such party and preparing its Tax returns.

12.4 Expenses. Each party shall bear its own expenses with respect to the transactions contemplated by this Agreement. Notwithstanding the foregoing, and subject to the obligations of Seller to deliver to Buyer the financial statements required by Section 7.13, all legal, accounting and regulatory fees and expenses incident to the IPO, including preparation and filing of the Registration Statement will be borne by Buyer. Buyer will also cover the reasonable and customary legal fees of one securities counsel designated by the majority the Target Companies being acquired on the Closing Date. At Closing, Seller will satisfy all accounting fees and expenses paid by or otherwise guaranteed by Buyer.

12.5 Severability. Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

12.6 Entire Agreement. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all of the parties hereto. This Agreement and the Other Agreements contain the entire agreement of the parties hereto with respect to the transactions covered hereby, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof.

12.7 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied (including Article 10), shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

12.8 Waiver. The failure of any party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any waiver hereunder shall be effective only if delivered to the other party hereto in writing by the party making such waiver.

12.9 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

12.10 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

12.11 Counterparts. The parties may execute this Agreement in one or more counterparts, and each fully executed counterpart shall be deemed an original.

12.12 Further Documents. Each of Buyer, Seller and the Selling Member shall, and shall cause its respective Affiliates to, at the request of another party, execute and deliver to such other party all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

12.13 Notices. All communications, notices and consents provided for herein shall be in writing and be given in person or by means of facsimile (with request for assurance of receipt in a manner typical with respect to communications of that type and confirmation by mail), by overnight courier or by registered or certified mail, and shall become effective: (a) on delivery if given in person; (b) on the date of transmission if sent by facsimile; (c) one (1) Business Day after delivery to the overnight service; or (d) four (4) Business Days after being mailed, with proper postage and documentation, for first-class registered or certified mail, prepaid.

Notices shall be addressed as follows:

If to Buyer, to:

Alliance MMA, Inc.
c/o Ivy Equity Investors, LLC
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Joseph Gamberale
Phone: (212) 521-4268
Fax: (212) 521-4099

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

If to Seller or the Selling Member, to:

Bang Time Entertainment, LLC
d/b/a Shogun Fights
9642 Biggs Road
Baltimore, MD 21220
Attention: Mr. John Rallo
Phone: (410) 340-5925
Fax: (410) 391-8558
Email: jrallo44@comcast.net

with copies to:

Silverman, Thompson, Slutkin & White LLC
201 N. Charles St, #2600
Baltimore, MD 21201
Phone: (410) 576-0001
Fax: (410) 547-2432
Email: irainess@mdattorney.com

provided, however, at the time of mailing or within three (3) Business Days thereafter there is or occurs a labor dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any communication, notice or consent provided for herein shall be given in person or by means of facsimile or by overnight courier, and further provide that if any party shall have designated a different address by notice to the others, then to the last address so designated.

12.14 Schedules. Buyer and Seller agree that any disclosure in any Schedule attached hereto shall (a) constitute a disclosure only under such specific Schedule and shall not constitute a disclosure under any other Schedule referred to herein unless a specific cross-reference to another Schedule is provided or such disclosure is otherwise clear from the context of the disclosure in such Schedule and (b) not establish any threshold of materiality. Seller or Buyer may, from time to time prior to or at the Closing, by notice in accordance with the terms of this Agreement, supplement or amend any Schedule, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein. No such supplemental or amended Schedule shall be deemed to cure any breach for purposes of Section 8.2(b). If, however, the Closing occurs, any such supplement and amendment will be effective to cure and correct for all other purposes any breach of any representation, warranty, covenant or obligation which would have existed if Seller or Buyer had not made such supplement or amendment, and all references to any Schedule hereto which is supplemented or amended as provided in this Section 12.14 shall for all purposes at and after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

12.15 Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other gender as the context requires.

12.16 Knowledge. As used herein, Seller will be deemed to have knowledge of a particular fact or matter only if John Rallo is actually aware of the fact or matter, or with the exercise of reasonable diligence should have been aware of the fact or mater.

12.17 Submission to Jurisdiction. Each of Buyer, Seller and Selling Member (a) submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or any other federal or state court in the State of Delaware if it is determined that the Court of Chancery does not have jurisdiction over such action) in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined only in any such court, and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto. Either party may make service on the other party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 12.13. Nothing in this Section 12.17, however, shall affect the right of any Party to serve legal process in any other manner permitted by law.

12.18 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY MATTER WHICH IS THE SUBJECT OF THIS AGREEMENT, THE OTHER AGREEMENTS OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[*Signature Page to Asset Purchase Agreement Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

BANG TIME ENTERTAINMENT, LLC

By: _____
Name: John Rallo
Title: Managing Member

SELLING STOCKHOLDER:

_____
John Rallo

BUYER:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXHIBITS AND SCHEDULES

Exhibits

Exhibit A:	Form of Assignment and Assumption Agreement
Exhibit B:	Form of Bill of Sale, Conveyance and Assignment
Exhibit C:	Executive Employment Agreement
Exhibit D:	Form of Intellectual Property Transfer Agreement
Exhibit E	Form of Non-Competition and Non-Solicitation Agreement
Exhibit F	Form of Trademark License Agreement
Exhibit G	Form of Buyer Officer's Certificate
Exhibit H	Form of Seller Officer's Certificate

Schedules

Schedule 2.1	Permitted Encumbrances
Schedule 2.1(c)	Equipment
Schedule 2.1(d)	Assumed Contracts
Schedule 2.1(e)	Real Estate Leases
Schedule 2.1(n)	Additional Assets
Schedule 2.2	Excluded Assets
Schedule 3.4	Allocation of Purchase Price
Schedule 5.3	Equipment and other Purchased Assets
Schedule 5.4	Title
Schedule 5.5	Intellectual Property
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Schedule 5.12	Scope of Rights in Purchased Assets
Schedule 5.13	Compliance with Laws
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Schedule 5.19	Customers and Suppliers
Schedule 5.20	Conflicts
Schedule 5.21	Fighters Under Contract
Schedule 6.3	Buyer Consents
Schedule 7.1	Compensation Covenant

Schedule 2.1
Permitted Encumbrances

See Schedules 2.2 and 5.5.

Schedule 2.1(c)
Equipment

A. Cage and Parts;
B. 2 Fighter Stools;
C. 30 Pairs of Gloves
D. 2 Sets of Ring Cards.

Schedule 2.1(d)
Assumed Contracts

A. All Fighter Contracts and Television Contracts are on a show-by-show basis.

Schedule 2.1(e)
Real Estate Leases

None.

Schedule 2.1(n)
Additional Assets

None.

Schedule 2.2
Excluded Assets
[List]

1. Seller will retain all right, title, and interest, in and to the name "Shogun Fights," as well as the internet domain name www.shogunfights.com, including all intellectual property rights, copyrights, logos, trademarks and service marks attendant thereto; provided, however, that the Seller shall grant to the Buyer an exclusive, royalty-free, fully paid-up trademark license pursuant to the terms and conditions of the Trademark License Agreement attached hereto.

2. The video library existing as of the effective date of this Agreement and currently located at Sheffield Audio Visual Institute is excluded from the Purchased Assets.

Schedule 3.4

Allocation of Purchase Price

A. $50,000 .00 in cash to Seller as consideration for the Trademark License Agreement;
B. $200,000.00 in cash to Selling Member as Good Will.
C. $500,000.00 of Stock to Selling Member as Good Will.

Schedule 5.3
Equipment and other Purchased Assets

None.

Schedule 5.4
Title

See Schedules 2.2 and 5.5.

Schedule 5.5
Intellectual Property

A. The video library existing as of the effective date of this Agreement and currently located at the offices of Sheffield Audio Visual Institute is co-owned by and subject to the claims of co-ownership by Sheffield Audio Visual Institute and is excluded from the Purchased Assets.

Schedule 5.6
Litigation

None.

Schedule 5.7
Required Consents

None.

Schedule 5.10
Contract Exceptions

None.

Schedule 5.12
Scope of Rights in Purchased Assets

See Schedule 5.5.

Schedule 5.13
Compliance with Laws

None.

Schedule 5.14
Financial Statements

None.

Schedule 5.15
Certain Changes

None.

Schedule 5.16
Employee Plans

None.

Schedule 5.17
Business Employees

None.

Schedule 5.18
Labor Relations

None.

Schedule 5.19
Customers and Suppliers

I. Customers

1.	Atlantic Remodeling -	$45,000.00
2.	Mo’s Seafood -	$13,500.00
3.	Reliable Property Mngmt -	$10,500.00
4.	Baltimore Sewer Svc. -	$10,000.00
5.	PivNet -	$10,000.00

II. Vendors

1.	Arena Building Expenses -	$40,500.00
2.	Union Stage Hands -	$40,487.00
3.	Sheffield Audio Visual -	$36,464.00
4.	Excel Lighting -	$22,800.00
5.	Cre-a-tv Event Production -	$22,725.00

Schedule 5.20
Conflicts

None.

Schedule 5.21

None.

Schedule 6.3
Buyer Consents

None

Schedule 7.1
Compensation Covenant

Not Applicable as Seller has no Employees

Exhibit A

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of _____ __, 2016 is entered into by and among BANG TIME ENTERTAINMENT, LLC, d/b/a Shogun Fights, a Maryland limited liability company (" Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of March 18, 2106 (the "Asset Purchase Agreement"), by and among Seller, Buyer, and John Rallo, an individual and resident of the State of Maryland (the "Selling Member"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement the parties hereto together with the Selling Member have agreed that at the Closing (which Closing is taking place as of the date hereof), Seller will transfer to Buyer and Buyer will accept and assume, only those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule 2.1(d) to the Asset Purchase Agreement.

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

As of the date hereof, Seller hereby transfers and assigns to Buyer, and Buyer hereby accepts and assumes those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule A attached hereto. With the exception of the liabilities and obligations to be assumed by Buyer pursuant to the preceding sentence, Buyer shall not assume and shall in no event be liable for any other debts, liabilities or obligations of Seller, whether fixed or contingent, known or unknown, liquidated or unliquidated, secured or unsecured, or otherwise and regardless of when they arose or arise. In the event of any inconsistency between the terms hereof and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

[*Signature Page for Assignment and Assumption Agreement to follow*]

[*Signature Page for Assignment and Assumption Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Assumption Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

BANG TIME ENTERTAINMENT, LLC

By: _____
Name: John Rallo
Title: Managing Member

ASSIGNEE:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

Schedule A

[List of Assumed Contracts]

Exhibit B

BILL OF SALE, CONVEYANCE AND ASSIGNMENT

THIS BILL OF SALE, CONVEYANCE AND ASSIGNMENT (this "Instrument") dated as of _____ __, 2016 is entered into by and among BANG TIME ENTERTAINMENT, LLC, a Maryland limited liability company ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of March 18, 2106 (the "Asset Purchase Agreement"), by and among Seller, Buyer, and John Rallo, an individual and resident of the State of Maryland (the "Selling Member").

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

1. Seller does hereby sell, convey, transfer, assign and deliver to Buyer, all of its right, title and interest in and to the Purchased Assets.

2. Notwithstanding anything to the contrary in this Instrument, the Asset Purchase Agreement or in any other document delivered in connection herewith or therewith, the Purchased Assets subject to this Instrument shall expressly exclude the Excluded Assets.

3. From time to time, as and when reasonably requested by Buyer, Seller shall execute and deliver all such documents and instruments and shall take, or cause to be taken, all such further or other actions as Buyer may reasonably deem necessary or desirable to more effectively sell, transfer, convey and assign to Buyer all of Seller's right, title and interest in the Purchased Assets subject to this Instrument.

4. This Instrument shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of laws principles of such State.

5. To the extent that any provision of this Instrument is inconsistent or conflicts with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control. Nothing in this Instrument, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Asset Purchase Agreement.

6. This Instrument may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page to Bill of Sale, Conveyance and Assignment to Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

BANG TIME ENTERTAINMENT, LLC

By: _____
Name: John Rallo
Title: Managing Member

BUYER:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

Exhibit C

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), entered into effective _____ __, 2016, by and between ALLIANCE MMA, INC., a Delaware corporation (the "Company") and John Rallo, an individual and resident of the State of Maryland (the "Executive") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of March 18, 2106 (the "Asset Purchase Agreement"), by and among BANG TIME ENTERTAINMENT, LLC, a Maryland limited liability company ("Seller"), the Company, and the Executive. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1. Employment. Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Executive as the Company's Regional Vice President, and Executive accepts such employment.

2 . Position. Executive agrees to serve as Regional Vice President of the Company and to perform such duties as are commensurate with such office, including the oversight and management of the employees and day-to-day operations of the Business. The Executive shall devote his reasonable good faith efforts to promote and manage the success of two (2) Shogun Fights shows per year, such efforts to be commensurate with the commitment, effort, and hours worked by Executive in connection with the promotion of the Shogun Fights shows prior to the Closing Date with the intent that Executive will use his reasonable best efforts to achieve a 2016 EBIDTA, as that term is defined in the Asset Purchase Agreement, of at least $100,000. Any material increase in the duties or responsibilities assigned to Executive will be the subject of a mutually agreeable amendment to this Agreement that, among other things, will provide increased compensation to fairly compensate him for these additional duties and responsibilities. Nothing herein will prevent Executive from engaging in investment activities unrelated to the Company's business for his own account. The Executive shall have all the duties and powers of an officer of the Company and shall report to the Company's Chief Executive Officer.

3 . Term. The term of this Agreement will begin on the Closing Date, 2016 (the " Effective Date") and will end on the three-year anniversary of such date (the "Term"). After such initial three-year period, the Term will renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least sixty (60) days prior to such date. The parties hereto agree that, upon the expiration of the Term, the Executive's employment with the Company will terminate and the Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. The Company will be under no obligation whatsoever to renew or continue the employment of the Executive beyond the Term.

4 . Salary; Bonus. (a) Executive will receive a salary during the Term of Eighty Five Thousand and no/100 dollars ($85,000.00) per year ("Base Compensation"), pro-rated for partial years, payable at regular intervals in accordance with the Company's normal payroll practices in effect from time to time. Executive's Base Compensation will be reviewed annually by the Company's Board of Directors and Executive will be eligible for merit-based increases to Base Compensation and bonuses as determined by the Board of Directors in its sole discretion. Prior to the Closing Date, and annually each year thereafter, the Company's Board of Directors will establish a merit-based bonus structure which shall set forth the criteria for entitlement to certain merit-based bonuses. In addition to eligibility for consideration of merit-based increases in the discretion of the Board of Directors, Executive's Base Compensation will be increased effective January 1 of each year during the Term (commencing with January 1, 2017) by three percent (3%) to reflect anticipated increases in cost of living.

5. Benefit Programs. (a) During the Term, Executive will be entitled to participate in or receive benefits as follows:

(i) health and dental insurance pursuant to the Company's current or future plans and policies (premium for only Executive to be paid by Company);

(ii) participation in Company 401(k) plan with Company match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other Executive benefit plan of the Company provided to all employees of the Company on the same terms as other employees of the Company based on tenure and position.

All benefits will be pursuant to programs or arrangements made available by the Company on the date of this Agreement and from time to time in the future to the Company's other employees on a basis consistent with the terms, conditions and overall administration of the foregoing plans, programs or arrangements and with respect to which Executive is otherwise eligible to participate or receive benefits. Executive acknowledges such benefits are subject to change as and when changed by the Company generally.

(b) During the Term, the Company will provide Executive with a Company owned or leased computer and printer and supplies for Company purposes.

(c) During the Term, the Company will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of the Company.

(d) The items provided in connection with paragraphs (b) and (c) will be returned by Executive to the Company upon any termination of this Agreement.

6 . General Policies. (a) So long as the Executive is employed by the Company pursuant to this Agreement, Executive will receive and be entitled to use, as appropriate, a Company credit card for all reasonable business expenses incurred by Executive in accordance with Company policies and in the course of his employment by the Company.

(b) During the Term, the Executive will be entitled to three weeks of paid vacation, which will be utilized at such times when his absence will not materially impair the Company' s normal business functions. In addition to the vacation described above, Executive also will be entitled to all paid holidays customarily given by the Company to its employees.

(c) All other matters relating to the employment of Executive by the Company not specifically addressed in this Agreement will be subject to the general policies regarding employees of the Company in effect from time to time.

7 . Termination of Employment. Subject to the respective continuing obligations of the parties, including but not limited to those set forth in Sections 8 and 9 hereof, Executive's employment by the Company may be terminated prior to the expiration of the Term of this Agreement by either the Executive or the Company by delivering a written notice of termination two weeks in advance of such termination (the end of such two week period being the "Date of Termination").

8 . Termination of Employment. (a) In the event of termination of the Executive's employment pursuant to (i) expiration of the Term, (ii) the death or Disability (as defined below) of Executive, (iii) termination by Executive other than With Reason, or (iv) termination by the Company with Cause (as defined below), compensation (including Base Compensation) will continue to be paid, and the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination in a manner consistent with the applicable terms of the governing plan documents.

(b) In the event of termination of Executive's employment by: (a) the Company without Cause, or (b) the Executive With Reason, (i) compensation (including Base Compensation) will continue to be paid until the Date of Termination, (ii) the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination, and (iii) after the Date of Termination, Company will pay Executive an amount per month equal to the Base Compensation divided by twelve (12) (pro-rated for partial months) until the end of the Term.

(c) The following Terms will have the following meanings for purposes of this Agreement:

(i) "Cause" means termination of the Executive by the Company for:

(A) the commission of a felony or a crime involving moral turpitude or the commission of any other act or omission involving dishonesty or fraud with respect to the Company;

(B) conduct which directly brings the Company into public disgrace or disrepute;

(C) gross negligence or willful gross misconduct with respect to the Company;

(D) breach of a fiduciary duty to the Company;

(E) a breach of Section 9 of this Agreement;

(F) Executive's failure to cure a breach of any term of this Agreement (other than Section 9) within thirty (30) days after receipt of written notice from the Company specifying the act or omission that constitutes such breach; or

(ii) "Disability" means the physical or mental incapacity of Executive for a period of more than ninety (90) consecutive days, the determination of which by the Company will be conclusive on the parties hereto.

(iii) "Reason" means termination by the Executive for:

(A) conduct by the Company which brings the Executive into public disgrace or disrepute,

(B) the Company assigning any duties or responsibilities to the Executive that are not contemplated by this Agreement and/or which are illegal or dishonest,

(C) Company's failure to cure a breach of any term of any other Agreement executed in connection with the Asset Purchase Agreement within thirty (30) days after receipt of a written notice from the Executive specifying the act or omission that constitutes such breach.

(D) Company's failure to cure a breach of any term of this Agreement within thirty (30) days after receipt of written notice from the Executive specifying the act or omission that constitutes such breach.

9 . Non-Competition and Confidentiality Covenants. Executive and Company are party to that certain Non-Competition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 9. The Non-Competition Agreement shall survive the termination of this Agreement pursuant to its terms.

10. Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

Bang Time Entertainment, LLC
9642 Biggs Road
Baltimore, MD 21220
Attention: Mr. John Rallo
Phone: (410) 340-5925
Fax: (410) 391-8558
Email: jrallo44@comcast.net

with copies to:

Silverman, Thompson, Slutkin & White LLC
201 N. Charles St, #2600
Baltimore, MD 21201
Phone: (410) 576-0001
Fax: (410) 547-2432
Email: irainess@mdattorney.com

If to the Company:

Alliance MMA, Inc.
c/o Ivy Equity Investors, LLC
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Joseph Gamberale
Phone: (212) 521-4268
Fax: (212) 521-4099

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

11. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof, except to the extent that federal law will be deemed to apply.

12. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Company and the Executive. No waiver by any party hereto at any time of any breach by another party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a wavier of dissimilar provisions or conditions at the same or any prior subsequent time. No agreements or representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

13. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement which will remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

15. Assignment. This Agreement is personal in nature and Executive may not, without consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

16. Document Review. The Company and the Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants and financial and other advisors as it or he has deemed appropriate in connection with their respective execution of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

17. Entire Agreement This Agreement together with any understanding or modifications thereof as agreed to in writing by the parties, will constitute the entire agreement between the parties hereto.

[*Signature Page to Executive Employment Agreement Follows*]

[*Signature Page to Executive Employment Agreement*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first set forth above.

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

_____
John Rallo

Exhibit D

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AGREEMENT dated as of _____ __, 2016 is entered into by and among BANG TIME ENTERTAINMENT, LLC, a Maryland limited liability company (" Assignor") and ALLIANCE MMA, INC., a Delaware corporation ("Assignee") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of March 18, 2106 (the "Asset Purchase Agreement"), by and among Assignor, Assignee, and John Rallo, an individual and resident of the State of Maryland (the "Selling Member").

WHEREAS, Assignor has good and marketable rights and title in and to the patent applications, issued patents, trademarks, trademark applications, copyrights and copyright applications listed on Schedule 1 attached hereto (the "Intellectual Property"); and

WHEREAS, Assignee desires to acquire Assignor's rights and title in and to the Intellectual Property and Assignor desires to assign to the Assignee its rights and title in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers, assigns and otherwise conveys to Assignee, all of Assignor's rights, title, and interest in, to, and under the following:

A. the patents included in the Intellectual Property, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including, without limitation, the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect;

B. the copyrights and applications for registration of copyrights included in the Intellectual Property, and all corresponding rights, including, without limitation, moral rights, that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect; and

C. all proceeds of the assets transferred pursuant to subsections 1(A) and 1(B) above, including, without limitation, the right to sue for, and collect on, (i) any claim by Assignor against third parties for past, present, or future infringement of the such transferred assets, and (ii) any income, royalties, or payments due or payable and related exclusively to such transferred assets as of the date of this assignment or thereafter.

2. Assignor authorizes the pertinent officials of the United States Patent and Trademark Office and the United States Copyright Office and the pertinent official of similar offices or governmental agencies in any applicable jurisdictions outside the United States to record the transfer of the patents, copyrights and related registrations and applications for registration set forth on Schedule A to Assignee as assignee of Assignor's entire rights, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect the assignment specified herein or to confirm Assignee's ownership of the Intellectual Property.

3. The terms of the Asset Purchase Agreement are incorporated herein by reference. Except as set forth herein, the rights and obligations of the Assignor and Assignee set forth in the Asset Purchase Agreement remain unmodified. Capitalized terms used herein or in the Schedule A hereto but not otherwise defined herein or in the Schedule 1 hereto shall have the respective meanings given to them in the Asset Purchase Agreement.

4. This Intellectual Property Transfer Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

5. This Intellectual Property Transfer Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

6. The Assignor expressly reserves all right, title, and interest, in and to name "Shogun Fights and the domain name www.shogunfights.com, including all intellectual property rights, copyrights, logos, trademarks and service marks attendant thereto; provided, however, that the Seller shall grant to the Buyer an exclusive, royalty-free, fully paid-up trademark license pursuant to the terms and conditions of the Trademark License Agreement attached hereto.

[*Signature Page for Intellectual Property Transfer Agreement to follow*]

[*Signature Page for Intellectual Property Transfer Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Intellectual Property Transfer Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

BANG TIME ENTERTAINMENT, LLC

By: _____
Name: John Rallo
Title: Managing Member

ASSIGNEE:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

SCHEDULE A

PATENTS

[LIST]

COPYRIGHTS

[LIST]

Together with all other copyrights in and to all the copyrightable materials included in the Purchased Assets.

Exhibit E

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (the " Agreement"), dated as of _____ __, 2016 (the "Effective Date") is entered into by and between ALLIANCE MMA, INC., a Delaware corporation ("Company") and _____ an individual and resident of the State of _____ (the "Executive").

WHEREAS, the Company, BANG TIME ENTERTAINMENT, LLC, a Maryland limited liability company (" Seller"), and John Rallo, an individual and resident of the State of Maryland (the "Selling Member") are parties to that certain Asset Purchase Agreement, dated as of March 18, 2106 (the "Asset Purchase Agreement") pursuant to which the Company acquired substantially all the assets of Seller's business (as more particularly defined in the Asset Purchase Agreement, the "Business");

WHEREAS, the execution and delivery of this Agreement by Executive was a condition to the purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement;

WHEREAS, also in connection with purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement, the Executive has been offered employment by the Company, and the Executive will have access to and be instrumental in developing and implementing critical aspects of the Company's strategic business plan; and

WHEREAS, the Executive is an owner of capital stock or options to acquire the capital stock of the Company and will otherwise personally benefit from the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of (i) the Company entering into the Asset Purchase Agreement, (ii) the employment or continued employment of the Executive by the Company, and (iii) the continued receipt and access to confidential, proprietary, and trade secret information associated with the Executive's position with the Company, the Executive and the Company agree as follows:

1 . Confidentiality. Executive understands and agrees that in the course of providing services to the Company, Executive may acquire confidential and/or proprietary information concerning the Company's operations, its future plans and its methods of doing business. Executive understands and agrees it would be extremely damaging to the Company if Executive disclosed such information to a competitor or made such information available to any other person. Executive understands and agrees that such information is divulged to Executive in strict confidence and Executive understands and agrees that Executive shall not use such information other than in connection with the Business and will keep such information secret and confidential unless disclosure is required by court order or otherwise by compulsion of law. In view of the nature of Executive's employment with the Company and the information that Executive has received during the course of Executive's employment, Executive also agrees that the Company would be irreparably harmed by any violation, or threatened violation of the agreements in this paragraph and that, therefor, the Company shall be entitled to an injunction prohibiting Executive from any violation or threatened violation of such agreements.

2 . Non-Competition and Non-Solicitation. The Executive acknowledges and agrees that the nature of the Company's confidential, proprietary, and trade secret information to which the Executive has, and will continue to have, access to derives value from the fact that it is not generally known and used by others in the highly competitive industry in which the Company competes. The Executive further acknowledges and agrees that, even in complete good faith, it would be impossible for the Executive to work in a similar capacity for a competitor of the Company without drawing upon and utilizing information gained during employment with the Company. Accordingly, at all times during the Executive's employment with the Company and for a period of one (1) year after termination of such employment for Cause, as that term is defined in the Executive Employment Agreement effectively dated as of _____ (the "Employment Agreement"), the Executive will not, directly or indirectly:

(a) Engage in any business or enterprise (whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than one percent (1%) of the outstanding capital stock of a company) that directly or indirectly competes with the Company's business or the business of any of its subsidiaries anywhere in the United States, including but not limited to any business or enterprise that develops, manufactures, markets, or sells any product or service that competes with any product or service developed, manufactured, marketed or sold, or planned to be developed, manufactured, marketed or sold, by the Company or any of its subsidiaries while the Executive was employed by the Seller or the Company; or

(b) Either alone or in association with others (i) initiate the solicitation, or facilitate any organization with which the Executive is associated in initiating the solicitation of, any employee of the Company or any of its subsidiaries to leave the employ of the Company or any of its subsidiaries; (ii) solicit for employment, hire or engage as an independent contractor, or facilitate any organization with which the Executive is associated in soliciting for employment, hire or engagement as a independent contractor, any person who was employed by the Company or any of its subsidiaries at any time during the term of the Executive's employment with the Seller or the Company or any of their respective subsidiaries (provided, that this clause (ii) shall not apply to any individual whose employment with the Seller, the Company or any of its subsidiaries has been terminated for a period of one year or longer); or (iii) initiate the solicitation of business from any customer, supplier, licensee or business relation of the Seller or the Company or any of their respective subsidiaries, induce or attempt to induce, any such entity to cease doing business with the Company or any of its subsidiaries; or in any way interfere with the relationship between any such entity and the Company or any of its subsidiaries.

(c) Notwithstanding the foregoing, nothing contained in this Agreement shall preclude the Executive from managing or training mixed martial arts fighters or conducting single martial arts style (e.g., kick-boxing or boxing) promotional events even if such activities are arguably competitive with the business of the Company or any of its subsidiaries.

3 . Return of Property. Executive understands and agrees that all business information, files, research, records, memoranda, books, lists and other documents and tangible materials, including computer disks, and other hardware and software that he receives during his employment, whether confidential or not, are the property of the Company, and that, upon the termination of his services, for whatever reason, he will promptly deliver to the Company all such materials, including copies thereof, in his possession or under his control. Any analytical templates, books, presentations, reference materials, computer disks and other similar materials already rightfully owned by the Executive prior to the Effective Date shall remain the property of the Executive and any copies thereof obtained by or provided to the Company shall be returned or destroyed in a manner similar acceptable to the Executive.

4 . Not Employment Contract. The Executive acknowledges that this Non-Competition and Non-Solicitation Agreement does not constitute a contract of employment and, except as set forth in Executive Employment Agreement (to which this Agreement is ancillary), does not guarantee hat the Company or any of its subsidiaries will continue [his/her] employment for any period of time or otherwise change the at-will nature of [his/her] employment.

5 . Interpretation. If any restriction set forth in Section 2 is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to render the modified restriction valid, legal and enforceable. The parties intend that the non-competition and non-solicitation provisions contained in this Agreement shall be deemed to be a series of separate covenants, one for each and every county of each and every state of the United States of America where this provision is intended to be effective.

6 . Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7 . Waiver of Rights. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8 . Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and its subsidiaries and are considered by the Executive to be reasonable for such purpose. The Executive agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefor, in the event of any such breach, the Executive agrees that the Company, in addition to such other remedies that may be available, shall be entitled to specific performance and other injunctive relief.

9 . Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the State of Delaware (or, if appropriate, a federal court located within Delaware), and the Company and the Executive each consents to the jurisdiction of such a court.

1 0 . Term. This Agreement shall be effective as of the Closing Date.. This Agreement shall expire upon the expiration of the Employment Agreement,, provided the obligations of the Executive under Sections 2 shall survive for a period of one (1) year after expiration or termination for Cause, as defined in the Employment Agreement. In the event that the Executive's employment with the Company is terminated for any reason other than for Cause, the restrictions of Section 2 shall not apply. Notwithstanding the foregoing the obligations of the Executive under Sections 1 and 3 shall survive indefinitely.

THE EXECUTIVE ACKNOWLEDGES THAT [HE/SHE] HAS CAREFULLY READ THIS AGREEMENT, HAS SOUGHT INDEPENDENT COUNSEL TO ADVISE [HIM/HER] AS TO THE NATURE AND EXTENT OF [HIS/HER] OBLIGATIONS HEREUNDER AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

[*Signature Page to Non-Competition And Non-Solicitation Agreement Follows*]

[*Signature Page to Non-Competition And Non-Solicitation Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

COMPANY:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXECUTIVE:

By: _____

Exhibit F

TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT ("Agreement") dated as of _____ __, 2016 is entered into by and among BANG TIME ENTERTAINMENT, LLC, a Maryland limited liability company (" Licensor") and ALLIANCE MMA, INC., a Delaware corporation ("Licensee") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of March 18, 2106 (the "Asset Purchase Agreement"), by and among Licensor, Licensee, and John Rallo, an individual and resident of the State of Maryland (the "Selling Member"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Licensor asserts that it is the sole and exclusive owner of the name "Shogun Fights" and all logos, trademarks and service marks attendant thereto (the "Licensed Marks").

WHEREAS, in connection with the Asset Purchase Agreement, Licensor agreed to grant Licensee an exclusive license for use and exploitation of the Licensed Marks in connection with the Business as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
TERM AND TERMINATION

1.1 Term. The term of this Agreement and the rights granted and obligations assumed hereto, shall commence on the Closing Date and shall endure and remain in full force in perpetuity.

1.2 Termination. Notwithstanding anything contained in Section 1.1 to the contrary, this Agreement may be terminated at any time as follows:

(a) with the mutual consent of Licensor and Licensee;

(b) by Licensor upon termination: (i) by Licensee of any Executive Employment Agreement under circumstances other than for Cause or (ii) by Selling member of any Executive Employment Agreement With Reason;

(c) by Licensor, if it is not then in material breach of its obligations under the Asset Purchase Agreement and if (A) any of Licensee's representations and warranties contained in the Asset Purchase Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) of the Asset Purchase Agreement would not be satisfied, or (B) any of Licensee's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) of the Asset Purchase Agreement would not be satisfied; provided, however, that Licensor shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Licensee unless Licensee fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Licensor of such inaccuracy or breach; or

(d) by Licensor, if Licensee engages in any action or inaction which materially damages the value, reputation, and/or brand of the Licensed Marks.

ARTICLE 2
LICENSE GRANT AND RIGHTS

2.1 License.

(a) Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor, subject to the terms and conditions hereinafter set forth, a non-transferrable, exclusive, perpetual, royalty free, fully paid up, worldwide license to use and commercially exploit the Licensed Marks in connection with the Purchased Assets and the Business.

(b) The license granted in Section 2.1(a) above shall extend to the use of any of the Licensed Marks in connection with the distribution or other commercialization of any photograph, video, television broadcast, online distribution, electronic gamming, or other form of audio visual media format or transmission now known or in the future conceived, bearing the Licensed Marks.

2.2 Bankruptcy; Abandonment. As sole and exclusive owner of the Licensed Marks, Licensor agrees that in the event of bankruptcy, or appointment of a receiver or trustee for conserving or distributing its assets for the benefit of creditors the Licensed Marks shall, without notice, become the sole and exclusive property of Licensee, as of ninety-one (91) days prior to such event, and any and all rights of every kind and nature of Licensor in and to the Licensed Marks shall terminate.

ARTICLE 3
ENFORCEMENT OF RIGHTS

3.1 Joint Enforcement. Upon discovery of any infringement of the Licensed Marks at the option of either Licensor or Licensee, appropriate legal action in connection therewith shall be undertaken either jointly or separately by Licensor and Licensee. In the event that such action is taken jointly, each party shall contribute equally to the expenses of any such action. If any damages for infringement are awarded by a final decree or judgment to Licensor and Licensee, then after deducting all expenses arising from the litigation and reimbursing each contributing party for its contributions, the remainder shall be divided equally among the contributing parties.

3 . 2 Independent Enforcement. If one party shall not wish to join or continue in any such action, but the other party shall wish to institute or continue such action, said one party shall render all reasonable assistance to the other party in connection therewith at said other party's expense and said other party shall be entitled to retain all recoveries with respect to such action.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF LICENSOR

Licensor hereby represents and warrants to Licensee as follows:

4.1 Ownership. Licensor is the sole and exclusive owner of the Licensed Marks.

4.2 Authority. Licensor is authorized to grant the rights conferred hereby.

4 . 3 No Violation. The execution and delivery of this Agreement, the granting of the rights contained herein and the use of the Licensed Marks in accordance with the terms of this Agreement, will not violate any laws or regulations or violate or invalidate any agreement or documents to which Licensor is a party and by which Licensor is bound or to which the Licensed Marks is subject.

4 . 4 No Other Grants. To knowledge of Licensor, no person or entity is entitled to any claim for compensation from Licensee for the use of the Licensed Marks in accordance with the terms and conditions of this Agreement, and no Person or entity has been granted any right in or to the Licensed Marks or any part hereof, anywhere in the world.

4 . 5 Infringement. The Licensed Marks are not the subject of any pending adverse claim or, to the knowledge of Licensor, the subject of any threatened litigation or claim of infringement or misappropriation. To Licensor's knowledge, the Licensed Marks do not infringe on any Intellectual Property Rights of any third party.

ARTICLE 5
MISCELLANEOUS

5.1 Incorporation by Reference. Sections 12.1, 12.3, 12.5,12.7 through 12.13, 12.15, 12.17 and 12.18 of the Asset Purchase Agreement are hereby incorporate by reference provided that all references to Seller shall be deemed to refer to Licensor and all references to Buyer shall be deemed to refer to Licensee.

[*Signature Page to Trademark License Agreement Follows*]

[*Signature Page to Trademark License Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

LICENSOR:

BANG TIME ENTERTAINMENT, LLC

By: _____
Name: John Rallo
Title: Managing Member

LICENSEE:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

Exhibit G

OFFICER'S CERTIFICATE
OF
ALLIANCE MMA, INC.

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of March 18, 2106 (the "Effective Date") by and among BANG TIME ENTERTAINMENT, LLC, a Maryland limited liability company ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), and John Rallo, an individual and resident of the State of Maryland (the "Selling Member"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Buyer on the Closing Date, that:

(a) he is the Chief Executive Officer of Buyer, and

(b) each of the conditions specified in clauses (a) through (f) of Section 8.1 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Buyer contained in Article 6 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller or the Selling Member of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

ALLIANCE MMA, INC.

By: _____
Name:
Title: Chief Executive Officer

Exhibit H

OFFICER'S CERTIFICATE
OF
BANG TIME ENTERTAINMENT, LLC

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of March 18, 2106 (the "Effective Date") by and among BANG TIME ENTERTAINMENT, LLC, a Maryland limited liability company ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), and John Rallo, an individual and resident of the State of Maryland (the "Selling Member"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Seller on the Closing Date, that:

(a) he is the Chief Executive Officer of Seller, and

(b) each of the conditions specified in clauses (a) through (j) of Section 8.2 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Seller and the Selling Member contained in Article 5 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller and the Selling Member contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Buyer of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

BANG TIME ENTERTAINMENT, LLC

By: _____
Name: John Rallo
Title: Managing Member

Exhibit 10.7

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date"), is entered into by and among V3, LLC, a Tennessee limited liability company ("Seller"), Nick Harmeier, an individual and resident of the State of Tennessee (the "Selling Member"), and ALLIANCE MMA, INC., a Delaware corporation ("Buyer").

WHEREAS, Seller is engaged in promoting and conducting mixed martial arts events at various venues under the "V3 Fights" brand (the "Business"); and

WHEREAS, the Buyer desires to purchase the assets of Seller and approximately six other companies (the "Target Companies") primarily engaged in the business of promoting and conducting mixed martial arts events throughout the United States or providing services related to such events; and

WHEREAS, the closing of the acquisition of the assets of the Target Companies, including the closing of the transactions contemplated by this Agreement (collectively, the " Target Company Transactions") will occur substantially contemporaneously with the consummation of an initial underwritten public offering of Buyer's common stock (as more particularly defined herein, the "IPO"); and

WHEREAS, the IPO and the Target Company Transactions will be described in a Registration Statement on Form S-1 of the Buyer (the "Registration Statement") that will be filed with the Securities and Exchange Commission ("Commission") pursuant to the Securities Act of 1933, as amended, and the rules and regulations thereunder ("Securities Act");

WHEREAS, the Selling Member owns all of the issued and outstanding equity interests of Seller; and

WHEREAS, the Selling Member and the Seller wish to provide for the sale of substantially all of the assets and property rights now owned and held by the Seller that are used or usable in the Business to the Buyer on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. The following terms have the following meanings when used herein:

"Accounts Receivable" has the meaning set forth in Section 2.1(b).

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation that is pending by or before any Governmental Authority.

"Affiliate" shall mean a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, the terms "control," "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person and, in the case of an entity, shall require (i) in the case of a corporate entity, direct or indirect ownership of at least a majority of the securities having the right to vote for the election of directors, and (ii) in the case of a non-corporate entity, direct or indirect ownership of at least a majority of the equity interests with the power to direct the management and policies of such non-corporate entity.

"Agreement" means this Asset Purchase Agreement, including all Schedules and Exhibits hereto, as it may be amended from time to time in accordance with its terms.

"Assignment and Assumption Agreement" means the Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit A.

"Assumed Contracts" has the meaning set forth in Section 2.1(d).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Bill of Sale, Conveyance and Assignment" means the Bill of Sale, Conveyance and Assignment in substantially the form attached hereto as Exhibit B.

"Business" means the business of promoting, sponsoring and otherwise commercializing mixed martial arts events including live, televised and pay-per-view events and the commercial exploitation of related products and services at such events.

"Business Day" means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

"Business Employees" has the meaning set forth in Section 5.17.

"Buyer" has the meaning set forth in the preamble hereto.

"Claim" has the meaning set forth in Section 10.4.

"Claim Notice" has the meaning set forth in Section 10.4.

"Claimed Amount" has the meaning set forth in Section 10.4.

"Closing" means the closing of the purchase and sale of the Purchased Assets contemplated by this Agreement which shall occur substantially concurrently with the closing of the IPO.

"Closing Date" means the date set forth in Section 4.1.

"Code" has the meaning set forth in Section 3.4.

"Collateral Sources" has the meaning set forth in Section 10.5(c).

"Commission" means the U.S. Securities and Exchange Commission.

"Common Stock" means the common stock of Buyer $0.001 par value per share.

"Confidential Information" has the meaning set forth in Section 12.3.

"Employee Plan" has the meaning set forth In Section 5.16.

"Encumbrance" shall mean any interest, consensual or otherwise, in property, whether real, personal or mixed property or assets, tangible or intangible, securing an obligation owed to, or a claim by a third Person, or otherwise evidencing an interest of a Person other than the owner of the property, whether such interest is based on common law, statute or contract, and including, but not limited to, any security interest, security title or lien arising from a mortgage, recordation of abstract of judgment, deed of trust, deed to secure debt, encumbrance, restriction, charge, covenant, claim, exception, encroachment, easement, right of way, license, permit, pledge, conditional sale, option trust (constructive or otherwise) or trust receipt or a lease, consignment or bailment for security purposes and other title exceptions and encumbrances affecting the property.

"Equipment" has the meaning set forth in Section 2.1(c).

"Excluded Assets" has the meaning set forth in Section 2.2.

"Executive Employment Agreement" means each of the Executive Employment Agreement entered into by and between Buyer and Danielle in substantially the form attached hereto as Exhibit C.

"Fighter Contract" has the meaning set forth in Section 5.21.

"Final Purchase Price Allocation" has the meaning set forth in Section 3.4.

"Governmental Authority" means any government or governmental or regulatory, judicial or administrative, body thereof, or political subdivision thereof, whether foreign, federal, state, national, supranational or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Gross Profit" has the meaning set forth in Section 3.2.

"Indemnified Person" has the meaning set forth in Section 10.3(a).

"Indemnifying Person" has the meaning set forth in Section 10.3(a).

"Intellectual Property Rights" means all intellectual property and other proprietary rights, protected or protectable, under the laws of the United States or any political subdivision thereof, including, without limitation (i) copyrights (including but not limited to all copyrights in Seller's MMA event video library and fighter photographs and other copyrighted works); (ii) all computer software, trade secrets and market and other data, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other proprietary information, whether or not reduced to practice, and rights to limit the use or disclosure of any of the foregoing by any Person; (iii) all domestic and foreign patents and the registrations, applications, renewals, extensions, divisional applications and continuations (in whole or in part) thereof; and (iv) and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (i) through (iii) above. For purposes of clarification, Intellectual Property Rights shall not include any trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers together with all goodwill associated therewith which are licensed by Seller to Buyer pursuant to the Trademark License Agreement.

"Intellectual Property Transfer Agreement" means the Intellectual Property Transfer Agreement in substantially the form attached hereto as Exhibit D.

"Inventory" has the meaning set forth in Section 2.1(h).

"IPO" means an underwritten public offering of shares of Common Stock or other equity interests which generates cash proceeds sufficient to close on the Target Company Transactions pursuant to which the Common Stock or other equity interests will be listed or quoted on a Trading Market.

"IPO Price" means the price to the public reflected in the prospectus of the Buyer relating to the IPO that is first filed by the Buyer with the Commission pursuant to Rule 424(b) promulgated under the Securities Act.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation (including rules of any self-regulatory organization).

"Liability" has the meaning set forth in Section 2.3.

"Lock-Up Agreement" means that certain Lock-Up Agreement entered into by and among each Member, the Buyer and the underwriters participating in the IPO in substantially the form executed by each Person serving as an officer, director or 1% shareholder of Buyer or being issued shares of Common Stock in connection with the Target Company Transactions restricting the sale, transfer (other than for estate planning purposes), or other disposition of Common Stock held by such Person for a period of 180 days from the Closing Date.

"Losses" has the meaning set forth in Section 10.4.

"Most Recent Financial Statements" has the meaning set forth in Section 5.14.

"Non-Competition and Non-Solicitation Agreement" means that certain Non-Competition and Non-Solicitation Agreement in substantially the form attached hereto as Exhibit E.

"Order" shall mean any: (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court or other Governmental Authority; or (b) agreement with any Governmental Authority entered into in connection with any Proceeding.

"Other Agreements" means, collectively, the Assignment and Assumption Agreement, the Bill of Sale, Conveyance and Assignment, the Intellectual Property Transfer Agreement, the Non-Competition and Non-Solicitation Agreement, the Executive Employment Agreement, and the Trademark License Agreement.

"Permits" means all material permits, licenses, franchises and other authorizations of any Governmental Authority possessed by or granted to Seller in connection with the Business.

"Permitted Encumbrances" means (i) Encumbrances set forth on Schedule 2.1, (ii) the Assumed Liabilities and any Encumbrances securing the same, (iii) any Encumbrance in favor of a Person claiming by or through Buyer, (iv) any Encumbrance which will be released at Closing, and (v) the lien for ad valorem taxes not yet due or payable.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, trust or unincorporated organization, governmental entity, government or any agency or political subdivision thereof.

"Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

"Purchase Price" has the meaning set forth in Section 3.1.

"Purchased Assets" has the meaning set forth in Section 2.1.

"Registration Statement" has the meaning set forth in the recitals.

"Seller" has the meaning set forth in the preamble hereto.

"Target Companies" has the meaning set forth in the recitals.

"Target Company Transactions" has the meaning set forth in the recitals.

"Trademark License Agreement" means that certain Trademark License Agreement in substantially the form attached hereto as Exhibit F.

"Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the American Stock Exchange, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

"Taxes" shall mean all taxes, charges, fees, duties, levies or other assessments, including, without limitation, income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, goods and services, license, payroll, unemployment, environmental, customs duties, capital stock, disability, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational and interest equalization, windfall profits, severance and employees' income withholding, social security and similar employment taxes or any other taxes imposed by the United States or any other foreign country or by any state, municipality, subdivision or instrumentality of the Unites States or of any other foreign country or by any other tax authority, including all applicable penalties and interest, and such term shall include any interest, penalties or additions to tax attributable to such taxes.

"Third Party Claim" has the meaning set forth in Section 10.3(a).

"Third-Party Claim Notice" has the meaning set forth in Section 10.3(a).

"Transferred Intellectual Property" has the meaning set forth in Section 2.1(k).

"Unaudited Financial Statements" has the meaning set forth in Section 5.14.

"U.S. GAAP" means U.S. Generally Accepted Accounting Principles.

"1060 Forms" has the meaning set forth in Section 3.4.

ARTICLE 2
PURCHASE AND SALE

2.1 Agreements to Purchase and Sell. Subject to the terms and conditions contained herein, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, free and clear from all Encumbrances (except the Permitted Encumbrances), all of Seller's right, title and interest in and to all of the properties, assets, and other rights of every kind and nature, whether tangible or intangible, real or personal, owned, leased, licensed or otherwise held by Seller as of the Closing, in each case to the extent primarily relating to or used in the Business regardless of where such assets are located (collectively, the "Purchased Assets"), including but not limited to the following:

(a) all cash needed to conduct the Seller's first scheduled promotion following the Closing;

(b) all accounts receivable, notes and notes receivable and other receivables (whether or not billed) relating to the Business (collectively, the "Accounts Receivable") to the extent needed to satisfy Seller's cash outlays for its first scheduled promotion following the Closing;

(c) all lighting, trusses, machinery, tools, spare parts, vehicles, furniture, fixtures, fighter cages and other equipment and other tangible personal property (excluding Inventory) of the Business (collectively, the "Equipment"), including such Equipment identified on Schedule 2.1(c), and all transferrable warranties and guarantees, if any, express or implied, existing for the benefit of Seller in connection with the Equipment;

(d) all contracts and agreements of Seller including, without limitation, leases, licenses, sponsorship agreements, agreements with fighters and managers, employment agreements, non-competition and non-solicitation agreements, agreements with event venues, open quotations and bids from or to Seller's suppliers, customers or potential customers, and other agreements, whether oral or written, relating to or used in the Business, including those identified on Schedule 2.1(d) (collectively, the "Assumed Contracts");

(e) all rights under the all leases and subleases of real property relating to or used in the Business and listed on Schedule 2.1(e) ("Real Estate Leases");

(f) all deposits, prepayments and prepaid expenses or other similar current assets used in the Business;

(g) all transferable approvals, authorizations, certifications, consents, variances, permissions, licenses and Permits to or from, or filings, notices or recordings to or with, any Governmental Authority used in the Business;

(h) all inventory, including all raw materials, work-in-process, finished goods, packaging materials, office supplies, maintenance supplies, spare parts and similar items used or intended for use in connection with the Business ("Inventory");

(i) all leasehold improvements constructed by Seller or provided by landlords for Seller, subject to the rights and obligations under the Real Estate Leases;

(j) all sales and marketing information, including all customer records and sales history with respect to customers (including invoices), sales and marketing records, price lists, documents, correspondence, studies, reports, and all other books, ledgers, files, and records of every kind, tangible data, customer lists (including appropriate contact information), vendor and supplier lists, service provider lists, promotional literature and advertising materials, catalogs, data books and records, of the Seller, relating to the Business;

(k) all Intellectual Property Rights related to the Business, including the goodwill of the business related thereto (collectively, the "Transferred Intellectual Property");

(l) all records, reports and information files of Seller relating to the Business (including business development and development history files);

(m) all claims, warranties, guarantees, refunds, causes of action, defenses, counterclaims, rights of recovery, rights of set-off and rights of recoupment of every kind and nature (including rights to insurance proceeds) related to the Business, received after the Closing Date with respect to damage, non-conformance of or loss to the Purchased Assets, except for any of the foregoing to the extent they arise under the Excluded Assets;

(n) to the extent transferable, all telephone and facsimile numbers and Internet domain addresses, in each case related to the Purchased Assets, including, without limitation, those described on Schedule 2.1 (n);

(o) all other assets used in connection with the Business and not retained by Seller pursuant to Section 2.2.

2 . 2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, Seller shall not sell, transfer or assign, and Buyer shall not purchase or otherwise acquire, the following assets of Seller (such assets being collectively referred to hereinafter as the "Excluded Assets"):

(a) all rights of Seller arising under this Agreement, the Other Agreements or from the consummation of the transactions contemplated hereby or thereby;

(b) all corporate minute books, stock records and Tax returns (including all work papers relating to such Tax returns) of Seller and such other similar corporate books and records of Seller as may exist on the Closing Date;

(c) all claims and rights to refunds of Taxes paid by or on behalf of Seller;

(d) all assets of any employee benefit plan, arrangement, or program maintained or contributed to by Seller;

(e) all licenses and approvals of any Governmental Authority related to the Business that are personal to Seller and non-transferrable;

(f) all employee, personnel and other records that Seller is required by Law to retain in its possession;

(g) all capital stock held in treasury;

(h) notes receivable from employees or shareholders of Seller; and

(i) the items set forth on Schedule 2.2.

2.3 Liabilities of Seller; Assumed Liabilities. Buyer is not assuming and shall not be held responsible for nor shall be required to assume or be obligated to pay, discharge or perform, any debts, taxes, adverse claims, obligations or liabilities of Seller of any kind or nature or at any time existing or asserted, whether fixed, contingent or otherwise, whether in connection with the Purchased Assets, the Business or otherwise and whether arising before or after the consummation of the transactions contemplated by this Agreement, or bear any cost or charge with respect thereto, including without limitation, any accounts or notes payable, Taxes, warranty or personal injury claims accrued prior to the Closing, commissions, union contracts, unemployment contracts, profit sharing, retirement, pension, bonus, hospitalization, vacation or other employee benefits or any employment or old-age benefits relating to the employees of Seller. Notwithstanding the foregoing, on the Closing Date, Buyer shall assume and agrees to timely pay, perform and discharge the following Liabilities of Seller (collectively referred to as the "Assumed Liabilities"):

(a) all Liabilities and all obligations arising after the Closing Date under the Assumed Contracts, other than any Liability arising out of or relating to a breach of any Assigned Contract that occurred prior to the Closing Date; and

(b) all Liabilities or other claims related to the Business, that arise from acts performed by Buyer after the Closing Date or that arise from ownership and operation of the Purchased Assets and Business after the Closing Date.

For purposes of this Agreement, "Liability" means any debt, obligation, duty or liability of any nature (including unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with U.S. GAAP and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

2 . 4 Procedures for Purchased Assets not Transferable. If any property or other rights included in the Purchased Assets are not assignable or transferable either by virtue of the provisions thereof or under applicable law without the consent of some third party or parties, Seller shall use its commercially reasonable efforts to obtain such consents after the execution of this Agreement, but prior to the Closing, and Buyer shall use its commercially reasonable efforts to assist in that endeavor. If any such consent cannot be obtained prior to the Closing and the Closing occurs, this Agreement, the Other Agreements and the related instruments of transfer shall not constitute an assignment or transfer of the Purchased Asset regarding which such consent was not obtained and Buyer shall not assume Seller's obligations with respect to such Purchased Asset, but Seller shall use its commercially reasonable efforts to obtain such consent as soon as reasonably possible after the Closing or otherwise obtain for Buyer the practical benefit of such property or rights and Buyer shall use its commercially reasonable efforts to assist in that endeavor. For purposes of this Section 2.4 only and not for the purposes of the rest of this Agreement, commercially reasonable efforts shall not include any requirement of either party to expend money, commence any litigation or offer or grant any accommodation (financial or otherwise) to any third party.

ARTICLE 3
PURCHASE PRICE

3 . 1 Purchase Price. The purchase price ("Purchase Price") for the Purchased Assets shall be $600,000, subject to the Make Good adjustment pursuant to Section 3.2.

3.2 Adjustments to Purchase Price. To the extent the Gross Profit generated from the Purchased Assets exceeds $100,000 for the full calendar year following the Closing, the Purchase Price will be adjusted upward proportionately such that each additional dollar of Gross Profit in excess of $100,000 will increase the Purchase Price by seven (7) dollars (the "Earn Out"). The Earn Out will be computed by the Company and confirmed by its accountants in the quarter following the full calendar year following the Closing. The methodology (including allocations of corporate revenue and expenses to the Purchased Assets and the Business) for determining the Earn Out will be consistently applied by Buyer to each of the Target Companies. Buyer will apply an allocation of any corporate revenues that are generated in whole or in part by the Purchased Assets or the Business to the Purchased Assets and the Business, and such allocation shall be commercially reasonable and proportionate in relation to the other Target Companies. The Earn Out will be paid to the Members in shares of Common Stock valued at the lesser of (i) the IPO Price and (ii) the trailing 20 day VWAP for the Common Stock on the Trading Market as reported by Bloomberg, L.P. as of the date Buyer reports its quarterly report on Form 10-Q for the quarter following the full calendar year following the Closing. As used in this Agreement and the Other Agreements, "Gross Profit" means total revenue minus the cost of revenue as determined by US GAAP, consistently applied. THE SELLING MEMBER ACKNOWLEDGES THAT THE BASE SALARY FOR THE SELLING MEMBER WILL BE DEEMED AN EXPENSE OF THE BUSINESS AND SHALL BE INCLUDED IN COST OF REVENUE FOR PURPOSES OF DETERMINING THE EARN OUT.

3.3 Payment of Purchase Price. The Purchase Price shall be paid at the Closing by delivery:

(a) to Seller of $100,000 in cash; and

(b) to Seller of the number of shares of Common Stock (rounded to the nearest whole number) equal to $500,000 divided by the IPO Price.

3.4 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets and the Assumed Liabilities in accordance with Schedule 3.4 (the "Final Purchase Price Allocation"), which has been prepared in accordance with the rules under Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent the Purchase Price is adjusted under Section 3.2, the parties shall adjust the Final Purchase Price Allocation consistent with Schedule 3.4 and the rules under Section 1060 of the Code to reflect such adjustment to the Purchase Price. The parties recognize that the Purchase Price does not include Buyer's acquisition expenses and that Buyer will allocate such expenses appropriately. The parties agree to act in accordance with the computations and allocations contained in the Final Purchase Price Allocation in any relevant Tax returns or filings (including any forms or reports required to be filed pursuant to Section 1060 of the Code or any provisions of local, state and foreign law ("1060 Forms")), and to cooperate in the preparation of any 1060 Forms and to file such 1060 Forms in the manner required by applicable law. Neither Buyer nor Seller shall take any position (whether in audits, Tax returns, or otherwise) that is inconsistent with the Final Purchase Price Allocation unless required to do so by applicable law.

ARTICLE 4
CLOSING

4.1 Closing Date. The Closing shall take place substantially concurrently with the closing of the IPO (such date, the "Closing Date") at a place and location to be agreed upon between Buyer and Seller, subject to the satisfaction or waiver of each of the conditions set forth in Article 8.

4.2 Transactions at Closing. At the Closing, subject to the terms and conditions hereof:

(a) Transfer of Purchased Assets and Seller's Closing Deliveries. Seller shall transfer and convey or cause to be transferred and conveyed to Buyer all of the Purchased Assets and Seller and Buyer shall execute and Seller shall deliver to Buyer each of the Other Agreements and such other good and sufficient instruments of transfer and conveyance as shall be necessary to vest in Buyer title to all of the Purchased Assets or as shall be reasonably requested by the Buyer. The Seller shall also deliver to Buyer the Seller Officer's Certificate required by Section 8.2(b) and all other documents required to be delivered by Seller at Closing pursuant hereto.

(b) Payment of Purchase Price, Assumption of Assumed Liabilities and Buyer's Closing Deliveries. In consideration for the transfer of the Purchased Assets and other transactions contemplated hereby Buyer shall deliver the Purchase Price to the Seller and shall execute and deliver to Seller the Bill of Sale, Conveyance and Assignment and the Assignment and Assumption Agreement, whereby Buyer assumes the Assumed Liabilities, and each of the Other Agreements, as well as the Buyer Officer's Certificate required by Section 8.1(b) and all other documents required to be delivered by Buyer at Closing pursuant hereto or as shall be reasonably requested by Seller.

(c) Notification of transfer of Purchased Assets. At or before the Closing, Seller will notify all parties to the contracts specified on Schedule 5.7 hereto of the transfer of the Purchased Assets to Buyer and provide copies of such notices to Buyer.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLER AND THE SELLING MEMBER

Seller and the Selling Member, jointly and severally, represent and warrant to Buyer as follows:

5 . 1 Organization. Seller is a corporation duly organized and validly existing in good standing under the laws of the State of Tennessee, duly qualified to transact business as a foreign entity in such jurisdictions where the nature of its Business makes such qualification necessary, except as to jurisdictions where the failure to qualify would not reasonably be expected to have a material adverse effect on the Business of the Seller or the Purchased Assets, and has all requisite corporate power and authority to own, lease and operate the Purchased Assets and to carry on its Business, as now being conducted.

5.2 Due Authorization.

(a) Seller has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements, and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Seller, including approval of this Agreement and the Other Agreements by the board of directors of the Seller.

(b) Subject to obtaining any consents of Persons listed on Schedule 5.7, the signing, delivery and performance of this Agreement and the Other Agreements by Seller is not prohibited or limited by, and will not result in the breach of or a default under, or conflict with any obligation of Seller with respect to the Purchased Assets under (i) any provision of its certificate of incorporation, by-laws or other organizational documentation of Seller, (ii) any material agreement or instrument to which Seller is a party or by which it or its properties are bound, (iii) any authorization, judgment, order, award, writ, injunction or decree of any Governmental Authority which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, or (iv) any applicable law, statute, ordinance, regulation or rule which breach, default or conflict would have a material adverse effect on the Business or Purchased Assets or Seller's ability to consummate the transactions contemplated hereby, and, will not result in the creation or imposition of any Encumbrance on any of the Purchased Assets. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Seller and constitutes, or, in the case of the Other Agreements, will constitute, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

5.3 Equipment and other Purchased Assets. Other than as set forth on Schedule 5.3, the Equipment and other Purchased Assets owned by, in the possession of, or used by Seller, in connection with the Business is in good condition and repair, ordinary wear and tear excepted, and is usable in the ordinary course of business.

5 . 4 Title. Other than as set forth on Schedule 5.4, the Purchased Assets are owned legally and beneficially by Seller with good and transferable title thereto, free and clear of all Encumbrances other than Permitted Encumbrances. At the Closing, Buyer will receive legal and beneficial title to all of the Purchased Assets, free and clear of all Encumbrances, except for the Permitted Encumbrances and Assumed Liabilities, and subject to obtaining any consents of Persons listed on Schedule 5.7.

5.5 Intellectual Property. Identified on Schedule 5.5 is a complete and accurate list of all Intellectual Property Rights used by Seller in the Business. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is owned free and clear of all Encumbrances or has been duly licensed for use by Seller and all pertinent licenses and their respective material terms are set forth on Schedule 5.5. Except as set forth on Schedule 5.5, the Transferred Intellectual Property is not the subject of any pending adverse claim or, to Seller's knowledge, the subject of any threatened litigation or claim of infringement or misappropriation. Except as set forth on Schedule 5.5, the Seller has not violated the terms of any license pursuant to which any part of the Transferred Intellectual Property has been licensed by the Seller. To Seller's knowledge, except as set forth on Schedule 5.5, the Transferred Intellectual Property does not infringe on any Intellectual Property Rights of any third party. To the Seller's knowledge the Transferred Intellectual Property together with the rights granted under the Trademark License Agreement constitutes all of the Intellectual Property Rights necessary to conduct the Business as presently conducted. Except as set forth on Schedule 5.5, the Transferred Intellectual Property will continue to be available for use by Buyer from and after the Closing at no additional cost to Buyer.

5 . 6 Litigation. Except as set forth on Schedule 5.6, there is no suit (at law or in equity), claim, action, judicial or administrative proceeding, arbitration or governmental investigation now pending or, to the best knowledge of Seller threatened, (i) arising out of or relating to any aspect of the Business, or any part of the Purchased Assets, (ii) concerning the transactions contemplated by this Agreement, or (iii) involving Seller, its shareholders, or the officers, directors or employees of Seller in reference to actions taken by them in the conduct of any aspect of the Business.

5.7 Consents. Except as set forth on Schedule 5.7, no notice to, filing with, authorization of, exemption by, or consent of any Person is required for Seller to consummate the transactions contemplated hereby.

5.8 Brokers, Etc. No broker or investment banker acting on behalf of Seller or under the authority of Seller is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Seller.

5 . 9 Absence of Undisclosed Liabilities. To Seller's knowledge, Seller has not incurred any material liabilities or obligations with respect to the Purchased Assets (whether accrued, absolute, contingent or otherwise), which continue to be outstanding, except as otherwise expressly disclosed in this Agreement.

5 . 1 0 Assumed Contracts. All current and complete copies of all Assumed Contracts (which shall be deemed to include all Fighter Contracts) have been delivered to or made available to the Buyer. Except as set forth on Schedule 5.10, the Assumed Contracts are all in full force and effect and, to Seller's knowledge, there are no outstanding material defaults or violations under such Assumed Contracts on the part of the Seller or, to the knowledge of the Seller, on the part of any other party to such Assumed Contracts, except for such defaults as will not have a material adverse effect on the Business or Purchased Assets, taken as a whole. Except as set forth on Schedule 5.10, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any Assumed Contract, other than in connection with negotiations for renewals and amendments in the ordinary course of business.

5.11 Tax Matters. In each case except as would not reasonably be expected to have a material adverse effect on the Purchased Assets:

(a) No failure, if any, of the Seller to duly and timely pay all Taxes, including all installments on account of Taxes for the current year, that are due and payable by it will result in an Encumbrance on the Purchased Assets;

(b) There are no proceedings, investigations, audits or claims now pending or threatened against the Seller in respect of any Taxes, and there are no matters under discussion, audit or appeal with any governmental authority relating to Taxes, which will result in an Encumbrance on the Purchased Assets;

(c) The Seller has duly and timely withheld all Taxes and other amounts required by law to be withheld by it relating to the Purchased Assets (including Taxes and other amounts relating to the Purchased Assets required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the account or benefit of any Person, including any employees, officers or directors and any non-resident Person), and has duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required by law to be remitted by it; and

(d) The Seller has duly and timely collected all amounts on account of any sales or transfer Taxes, including goods and services, harmonized sales and provincial or territorial sales Taxes with respect to the Purchased Assets, required by law to be collected by it and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by law to be remitted by it.

5.12 Scope of Rights in Purchased Assets. Except as set forth on Schedule 5.12, the rights, properties, and assets included in the Purchased Assets include substantially all of the rights, properties, and assets, of every kind, nature and description, wherever located, that Seller believes are necessary to own, use or operate the Business.

5.13 Compliance with Laws. Seller is in compliance with all laws applicable to the Business, except where the failure to be in compliance would not have a material adverse effect on the Purchased Assets or the Business. Seller has not received any unresolved written notice of or been charged with the violation of any laws applicable to the Business except where such charge has been resolved. Except as set forth on Schedule 5.13, there are no pending or, to the knowledge of the Seller, threatened actions or proceedings by any Governmental Authority, which would prohibit or materially impede the Business.

5.14 Financial Statements. Seller has provided to Buyer for inclusion in the Registration Statement copies of the audited balance sheet of the Seller at December 31, 2013 and December 31, 2014 and the related statements of income and cash flows for the years then ended (collectively, the "Audited Financial Statements") together with the unaudited balance sheet of the Seller at September 30, 2015 and the related statements of income and cash flows for the nine months then ended (referred to as the "Most Recent Financial Statements". Except as set forth on Schedule 5.14, such Audited Financial Statements and Most Recent Financial Statements have been compiled in accordance with U.S. GAAP and fairly present, in all material respects, the net assets of the Business at December 31, 2014 and for the nine months ended September 30, 2015 and the operating profit or loss of the Business.

5.15 Absence of Certain Changes. Except as contemplated by this Agreement, reflected in the Most Recent Financial Statements or set forth on Schedule 5.15, since December 31, 2014, (i) the Business has been conducted in all material respects in the ordinary course of business and (ii) neither Seller nor the Selling Member have taken any of the following actions:

(a) sold, assigned or transferred any material portion of the Purchased Assets other than (i) in the ordinary course of business or (ii) sales or other dispositions of obsolete or excess equipment or other assets not used in the Business;

(b) cancelled any indebtedness other than in the ordinary course of business, or waived or provided a release of any rights of material value to the Business or the Purchased Assets;

(c) except as required by Law, granted any rights to severance benefits, "stay pay", termination pay or transaction bonus to any Business Employee or increased benefits payable or potentially payable to any such Business Employee under any previously existing severance benefits, "stay-pay", termination pay or transaction bonus arrangements (in each case, other than grants or increases for which Buyer will not be obligated following the Closing);

(d) except in the ordinary course of business, made any capital expenditures or commitments therefor with respect to the Business in an amount in excess of $50,000 in the aggregate;

(e) acquired any entity or business (whether by the acquisition of stock, the acquisition of assets, merger or otherwise), other than acquisitions that have not or will not become integrated into the Business;

(f) amended the terms of any existing Employee Plan, except for amendments required by Law;

(g) changed the Tax or accounting principles, methods or practices of the Business, except in each case to conform to changes required by Tax Law, in U.S. GAAP or applicable local generally accepted accounting principles;

(h) amended, cancelled (or received notice of future cancellation of) or terminated any Assumed Contract which amendment, cancellation or termination is not in the ordinary course of business;

(i) materially increased the salary or other compensation payable by Seller to any Business Employee, or declared or paid, or committed to declare or pay, any bonus or other additional payment to and Business Employees, other than (A) payments for which Buyer shall not be liable after Closing, (B) customary compensation increases and (C) bonus awards or payments under existing bonus plans and arrangements awarded to Business Employees which have been awarded or paid in the ordinary course of business;

(j) failed to make any material payments under any Assumed Contracts or Permits as and when due (except where contested in good faith or cured by Seller) under the terms of such Assumed Contracts or Permits;

(k) suffered any material damage, destruction or loss relating to the Business or the Purchased Assets, not covered by insurance;

(l) incurred any material claims relating to the Business or the Purchased Assets not covered by applicable policies of liability insurance within the maximum insurable limits of such policies;

(m) mortgaged, sold, assigned, transferred, pledged or otherwise placed an Encumbrance on any Purchased Asset, except in the ordinary course of business, as otherwise set forth herein or that will be released at Closing;

(n) transferred, granted, licensed, assigned, terminated or otherwise disposed of, modified, changed or cancelled any material rights or obligations with respect to any of the Transferred Intellectual Property, except in the ordinary course of business; or

(o) entered into any agreement or commitment to take any of the actions set forth in paragraphs (a) through (n) of this Section 5.15.

5.16 Employee Benefit Plans. Attached on Schedule 5.16 is a list of all qualified and non-qualified pension and welfare benefit plans of Seller (the "Employee Plans"). Each of the Employee Plans has been operated in accordance with its terms, does not discriminate (as that term is defined in the Code) and will, along with all other bonus plans, incentive or compensation arrangements provided by Seller to or for its employees, be terminated by Seller immediately following Closing. All payments due from Seller pursuant thereto have been paid.

5.17 Business Employees. Attached on Schedule 5.17 is a list of all employees of Seller (collectively, the "Business Employees"), their current salaries or compensation, a listing of commission arrangements, a list of commitments for future salary or compensation increases, and the last salary raise with dates and amounts. Schedule 5.17 lists all individuals with whom Seller has employment, consulting, representative, labor, non-compete or any other restrictive agreements. Except as set forth on Schedule 5.17, Seller has not entered into any severance or similar arrangement with respect of any Business Employee (or any former employee or consultant) that will result in any obligation (absolute or contingent) of Buyer or Seller to make any payment to any Business Employee (or any former employee or consultant) following termination of employment.

5.18 Labor Relations. Except as set forth on Schedule 5.18, Seller has complied in all material respects with all federal, state and local laws, rules and regulations relating to the employment of labor including those related to wages, hours and the payment of withholding and unemployment Taxes. Seller has withheld all amounts required by law or agreement to be withheld from the wages or salaries of its employees and is not liable for any arrearage of wages or any Taxes or penalties for failure to comply with any of the foregoing.

5.19 Sponsors, Vendors and Suppliers. Attached on Schedule 5.19 is a complete and accurate list of (i) the five (5) largest sponsors of Seller in terms of revenue during the period from January 1, 2014 through June 30, 2015, showing the approximate total amount of sponsorship revenue by Seller from each such sponsor during such period; and (ii) the five (5) largest vendors and suppliers (whether of production services, event venues, equipment, fighter managers, etc.) to Seller in terms of purchases or payments made by Seller to such vendor or supplier during the period from January 1, 2014 through June 30, 2015, showing the approximate total purchases or payments by Seller from each such supplier during such period. Except as set forth on Schedule 5.19 and to Seller's knowledge, as of the date of this Agreement there has been no adverse change in the business relationship of Seller with any sponsor or supplier named on Schedule 5.19 that is material to the Business or the financial condition of Seller.

5.20 Conflict of Interest. Except as set forth on Schedule 5.20, neither Seller nor the Selling Member have any direct or indirect interest (except through ownership of less than five percent (5%) of the outstanding securities of corporations listed on a national securities exchange or registered under the Securities Exchange Act of 1934, as amended) in (i) any entity which does business with Seller or is competitive with the Business, or (ii) any property, asset or right which is used by Seller in the conduct of its Business.

5.21 Fighters Under Contract. Schedule 5.21 sets forth each agreement to which the Seller or Selling Member is a party with any professional mixed martial arts fighter and the economic terms of each such agreement (each a "Fighter Contract"). Each Fighter Contract is in full force and effect and, to Seller's knowledge, there are no outstanding material defaults or violations under any such Fighter Contract on the part of the Seller or, to the knowledge of the Seller, on the part of any other party to such Fighter Contract, except for such defaults as will not have a material adverse effect on the Business or Purchased Assets, taken as a whole. Except as set forth on Schedule 5.21, there are no current or pending negotiations with respect to the renewal, repudiation or amendment of any Fighter Contract, other than in connection with negotiations for renewals and amendments in the ordinary course of business.

5.22 Inventories. All Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, has been purchased in the ordinary course of business, is free from material defects, consists of goods of the kind, quantity and quality regularly used and sold in the Business. The Inventory, except for obsolete items or items of below-standard quality which have been written off or written down on Seller's balance sheet, is merchantable and fit for its intended purpose and Seller has not, is not contemplating, nor has any reason to believe that a recall of such items or any items previously sold by Seller is necessary or warranted.

5.23 Accounts Receivable. All of the Accounts Receivable are (and as of the Closing Date will be) bona fide receivables subject to no counterclaims or offsets and arose in the ordinary course of business. At the Closing and except for Permitted Encumbrances, no person or entity will have any lien on such Accounts Receivable or any part thereof, and no agreement for deduction, free goods, discount or other deferred price or quantity adjustment will have been made with respect to any such Accounts Receivable.

5.24 Insurance. Seller maintains (i) insurance on all the Purchased Assets covering property damage by fire or other casualty which it is customary for Seller to insure, (ii) insurance protection against all liabilities, claims, and risks against which it is customary for Seller to insure, and (iii) insurance for worker's compensation and unemployment, products liability, and general public liability. All of such policies are consistent with past practices of Seller. Seller is not in default under any of such policies or binders. Such policies and binders are in full force and effect on the date hereof and shall be kept in full force and effect through the Closing Date.

5.25 Payment of Debts. Except for those liabilities assumed by Buyer pursuant to Section 2.3, Seller has made adequate provisions for payments of the amount due to its creditors and shall pay the same at Closing or pursuant to their existing terms on or before the Closing.

5.26 Accuracy of Statements. No representation or warranty by Seller or Selling Member in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Seller or Selling Member that materially adversely affects the business, financial condition or affairs of the Business, Seller or Selling Member. No representation made by a Selling Member to Buyer during the due diligence process leading up to the execution of this Agreement on in connection with the other Target Company Transactions contained an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

5.27 Representations and Warranties of Buyer. Neither Seller nor Selling Member are aware of, or have discovered through due diligence, any breaches by Buyer of its representations and warranties made in Article 6 of this Agreement, which they have not disclosed to Buyer.

5.28 Sufficiency of Assets. Other than as set forth on Schedule 5.28, the Purchased Assets constitute all of the assets necessary to conduct the Business as it is conducted as of the date of this Agreement. Other than as set forth on Schedule 5.28, all Permits and Assumed Contracts, including those identified on Schedule 2.1(d) will be available for use by the Buyer on materially identical terms (i) as of the Closing and (ii) for one year following the Closing.

5.29 The Selling Member.

(a) The Selling Member has ever (i) made a general assignment for the benefit of creditors, (ii) filed, or had filed against such Selling Member, any bankruptcy petition or similar filing, (iii) suffered the attachment or other judicial seizure of all or a substantial portion of such Selling Member's assets, (iv) admitted in writing such Selling Member's inability to pay his or her debts as they become due, or (v) taken or been the subject of any action that may have an adverse effect on his ability to comply with or perform any of his covenants or obligations under any of the Other Agreements or which would require disclosure in the Registration Statement.

(b) Selling Member is not subject to any Order or is bound by any agreement that may have an adverse effect on his ability to comply with or perform any of his or her covenants or obligations under any of the Other Agreements. There is no Proceeding pending, and no Person has threatened to commence any Proceeding, that may have an adverse effect on the ability of Selling Member to comply with or perform any of his covenants or obligations under any of the Other Agreements. No event has occurred, and no claim, dispute or other condition or circumstance exists, that might directly or indirectly give rise to or serve as a basis for the commencement of any such Proceeding.

5.30 Investment Purposes.

(a) Seller and Selling Member (i) understand that the shares of Common Stock to be issued to Seller pursuant to this Agreement have not been registered for sale under any federal or state securities Laws and that such shares are being offered and sold to Seller pursuant to an exemption from registration provided under Section 4(2) of the Securities Act, (ii) agree that Seller is acquiring such shares for its own account for investment purposes only and without a view to any distribution thereof other than to the Selling Member as permitted by the Securities Act and subject to the Lock-Up Agreement, (iii) acknowledge that the representations and warranties set forth in this Section 5.30 are given with the intention that the Buyer rely on them for purposes of claiming such exemption from registration, and (iv) understand that they must bear the economic risk of the investment in such shares for an indefinite period of time as such shares cannot be sold unless subsequently registered under applicable federal and state securities Laws or unless an exemption from registration is available therefrom.

(b) Seller and Selling Member agree (i) that the shares of Common Stock to be issued to Seller pursuant to this Agreement will not be sold or otherwise transferred for value unless (x) a registration statement covering such shares has become effective under applicable state and federal securities laws, including, without limitation, the Securities Act, or (y) there is presented to the Buyer an opinion of counsel satisfactory to the Buyer that such registration is not required, (ii) that any transfer agent for the Common Stock may be instructed not to transfer any such shares unless it receives satisfactory evidence of compliance with the foregoing provisions, and (iii) that there will be endorsed upon any certificate evidencing such shares an appropriate legend calling attention to the foregoing restrictions on transferability of such shares.

(c) Seller and Selling Member is an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act.

(d) Seller and Selling Member (i) are aware of the business, affairs and financial condition of the Buyer and the other Target Companies, and have acquired sufficient information about the Buyer and the other Target Companies, the IPO and the Target Company Transactions to reach an informed and knowledgeable decision to acquire the shares of Common Stock to be issued to Seller pursuant to this Agreement, (ii) have discussed the Buyer's plans, operations and financial condition with the Buyer's officers, (iii) have received all such information as they have deemed necessary and appropriate to enable them to evaluate the financial risk inherent in making an investment in the shares of Common Stock to be issued pursuant to this Agreement, (iv) have sufficient knowledge and experience in financial and business matters and in the business of conducting mixed martial arts promotions so as to be capable of evaluating the merits and risks of their investment in Common Stock, and (v) are capable of bearing the economic risks of such investment.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller and the Selling Member as follows:

6.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own its property and to carry on its business as it is now being conducted.

6.2 Due Authorization. Buyer has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Buyer. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Buyer and constitutes, or, in the case of the Other Agreements will constitute, the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

6.3 Consents. Except as set forth on Schedule 6.3, no notice to, filing with, authorization of, exemption by, or consent of, any Person is required for Buyer to consummate the transactions contemplated hereby.

6.4 No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in (i) a violation of or a conflict with any provision of the certificate of incorporation, by-laws or other organizational document of Buyer; (ii) a breach of, or a default under, any term of provision of any contract, agreement, indebtedness, lease, commitment, license, franchise, permit, authorization or concession to which Buyer is a party which breach or default would have a material adverse effect on the business or financial condition of Buyer or their ability to consummate the transactions contemplated hereby; or (iii) a violation by Buyer of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, which violation would have a material adverse effect on the business or financial condition of Buyer or its ability to consummate the transactions contemplated hereby.

6.5 Brokers, Etc. No broker or investment banker acting on behalf of Buyer or under the authority of Buyer is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Seller or Buyer in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Buyer. All underwriting discounts and fees incident to the IPO will be paid by Buyer.

6.6 Accuracy of Statements. No representation or warranty by Buyer in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Buyer that materially adversely affects the business, financial condition or affairs of the Buyer.

6.7 Representations and Warranties of Seller and the Selling Member. Buyer is not aware of, nor has discovered through due diligence, any breaches by Seller or Selling Member of their respective representations and warranties made in Article 5 of this Agreement, which it has not disclosed to Seller and the Selling Member.

6.8 Capitalization. The authorized capital stock of the Buyer consists of (i) 45,000,000 shares of Common Stock, of which on the date hereof 2,366,250 shares are issued and outstanding, and (ii) 5,000,000 shares of preferred stock, $0.001 par value per share, of which on the date hereof and on the Closing Date no shares are issued and outstanding. Other than shares of Common Stock sold in the IPO or issued in connection with the Target Company Transactions, and set forth in the Registration Statement no subscription, warrant, option, convertible security or other right (contingent or otherwise) to purchase, acquire (including rights of first refusal, anti-dilution or pre-emptive rights) or register under the Securities Act any shares of capital stock of the Company is authorized or outstanding. The Company does not have any obligation to issue any subscription, warrant, option, convertible security or other such right or to issue or distribute to holders of any shares of its capital stock any evidence of indebtedness or assets of the Company. The Company does not have any obligation to purchase, redeem or otherwise acquire any shares of its capital stock or any interest therein or to pay any dividend or make any other distribution in respect thereof. There are no outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights with respect to the Company. At the Closing, the shares of Common Stock to be issued to Seller as consideration for the Purchase Price will be duly authorized, validly issued, fully paid and non-assessable.

ARTICLE 7
COVENANTS AND CONDUCT OF SELLER
FROM THE DATE OF EXECUTION OF THIS AGREEMENT TO THE CLOSING DATE

Seller and the Selling Member, jointly and severally, covenant that from the date of the execution of this Agreement to the Closing Date, Seller shall:

7.1 Compensation. Except in the ordinary course of business or as set forth on Schedule 7.1, not increase or commit to increase, the amount of compensation payable, or to become payable by Seller, or make, any bonus, profit-sharing or incentive payment to any of its officers, directors or relatives of any of the foregoing;

7.2 Encumbrance of Assets. Not cause any Encumbrance of any kind other than Permitted Encumbrances to be placed upon any of the Purchased Assets or other assets of Seller, exclusive of liens arising as a matter of law in the ordinary course of business as to which there is no known default;

7.3 Incur Liabilities. Not take any action which would cause Seller to incur any obligation or liability (absolute or contingent) except liabilities and obligations incurred in the ordinary course of business or which will be paid at Closing;

7.4 Disposition of Assets. Not sell or transfer any of the Purchased Assets or any other tangible or intangible assets of Seller or cancel any debts or claims, except in each case in the ordinary course of business;

7.5 Executory Agreements. Except for modifications in connection with extensions of existing agreements in the ordinary course of business, not modify, amend, alter, or terminate (by written or oral agreement, or any manner of action or inaction), any of the executory agreements of Seller including, without limitation, any Fighter Contracts, agreements with vendors, televisions or media partners, event sponsors or event venue providers except as otherwise approved by Buyer in writing, which consent will not be unreasonably withheld or delayed;

7.6 Material Transactions. Not enter into any transaction material in nature or amount without the prior written consent of Buyer, except for transactions in the ordinary course of business;

7.7 Purchase or Sale Commitments. Not undertake any purchase or sale commitment that will result in purchases outside of customary requirements;

7.8 Preservation of Business. Use its best efforts to preserve the Purchased Assets, keep in faithful service the present officers and key employees of Seller (other than increasing compensation to do so) and preserve the goodwill of its suppliers, customers and others having business relations with Seller;

7 . 9 Investigation. Allow, during normal business hours, Buyer's personnel, attorneys, accountants and other authorized representatives free and full access to the plans, properties, books, records, documents and correspondence, and all of the work papers and other documents relating to Seller in the possession of Seller, its officers, directors, employees, auditors or counsel, in order that Buyer may have full opportunity to make such investigation as it may desire of the properties and Business of Seller;

7.10 Compliance with Laws. Comply in all material respects with all Laws applicable to Seller or to the conduct of its Business;

7.11 Notification of Material Changes. Provide Buyer's representatives with prompt written notice of any material and adverse change in the condition (financial or other) of Seller's assets, liabilities, earnings, prospects or business which has not been disclosed to Buyer in this Agreement; and

7 . 1 2 Cooperation. Cooperate fully, completely and promptly with Buyer in connection with (i) securing any approval, consent, authorization or clearance required hereunder, or (ii) satisfying any condition precedent to the Closing without additional cost and expense to Seller unless such action is otherwise the obligation of Seller.

7 . 1 3 Accounting Matters and Registration Statement. Cooperate fully, completely and promptly with Buyer, its counsel, and all auditors in connection with the Registration Statement, including using best efforts to provide Buyer at Seller's expense with all Seller financial statements required by Regulation S-X promulgated under the Securities Act for inclusion in the Registration Statement.

Nothing in this Agreement shall prohibit Seller from paying dividends and other distributions to the Selling Member.

ARTICLE 8
CONDITIONS TO CLOSING

8 . 1 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Seller):

(a) Performance of Agreements and Conditions. All agreements and covenants to be performed and satisfied by Buyer hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Buyer in all material respects.

(b) Representations and Warranties True . The representations and warranties of Buyer contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Buyer contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller of the transactions contemplated by this Agreement taken as a whole, in each such case on and as of the Closing Date, with the same effect as though made on and as of the Closing Date, and there shall be delivered to Seller on the Closing Date a certificate, in form of Exhibit G attached hereto, executed by the Managing Memberof Buyer to that effect (the "Buyer Officer's Certificate").

(c) Payment of Purchase Price. Buyer shall have paid the Purchase Price and assumed the Assumed Liabilities as provided in Section 4.2(b).

(d) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(e) Other Agreements. Buyer shall have delivered to Seller a duly executed copy of each of the Other Agreements.

(f) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

8.2 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Buyer):

(a) Performance of Agreements and Covenants. All agreements and covenants to be performed and satisfied by Seller and the Selling Member hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Seller in all material respects.

(b) Representations and Warranties True. The representations and warranties of Seller and the Selling Member contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Seller and the Selling Member contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the Purchased Assets or the Business taken as a whole, in each such case on and as of the Closing Date with the same effect as though made on and as of the Closing Date (except for those representations and warranties that specifically refer to some other date), and there shall be delivered by Seller on the Closing Date a certificate, in form of Exhibit H attached hereto, executed by the Managing Memberof Seller to that effect (the "Seller Officer's Certificate").

(c) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(d) Other Agreements. Seller and the Selling Member shall have delivered to Buyer a duly executed copy of each of the Other Agreements to which it is a party.

(e) Material Adverse Change. There shall not have been a material adverse change in the Seller's business, financial condition, prospects, assets or operations relating to the Purchased Assets or the Business, taken as a whole, except to the extent such material adverse change arises from or relates to: (i) any change in economic, business or financial market conditions in the United States or regions in which the Business operates, (ii) changes in any Laws or in accounting rules or standards; (iii) any natural disaster, act of terrorism or war, or the outbreak of hostilities, or any other international or domestic calamity or crisis; (iv) any action taken or not taken with the prior written consent of the Purchaser or required or expressly permitted by the terms of this Agreement; (v) the pendency of this Agreement and the transactions contemplated hereby or (vi) any existing event, circumstance, change or effect with respect to which the Buyer has knowledge as of the date of this Agreement.

(f) Non-Competition and Non-Solicitation Agreements. The Selling Member shall have entered into a Non-Competition and Non-Solicitation Agreement with the Buyer in substantially the form attached hereto as Exhibit E.

(g) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any Assumed Contract or applicable law for Seller to assign it rights and obligations to Buyer as contemplated by this Agreement.

(h) IPO. Buyer shall have completed the IPO.

(i) Available Cash at Closing. The amount of cash acquired at Closing pursuant to Section 2.1(a) shall be at a minimum sufficient to conduct the Seller's next scheduled event consistent with past practice and utilizing solely the Purchased Assets.

(j) Satisfaction of Encumbrances. Seller shall deliver a payoff letter or similar documentation, in form reasonably acceptable to Buyer, terminating any Encumbrance on any of the Purchased Assets, together with executed UCC-2 or UCC-3 termination statements (or any other applicable termination statement) executed by each Person holding Encumbrances on any Purchased Asset.

ARTICLE 9
POST-CLOSING COVENANTS, OTHER AGREEMENTS

9.1 Availability of Records. After the Closing, Buyer, shall make available to Seller as reasonably requested by Seller, its agents and representatives, or as requested by any Governmental Authority, all information, records and documents relating to the Purchased Assets for all periods prior to Closing and shall preserve all such information, records and documents until the later of: (a) six (6) years after the Closing; (b) the expiration of all statutes of limitations for Taxes for periods prior to the Closing, or extensions thereof applicable to Seller and its shareholders for Tax information, records or documents; or (c) the required retention period for all government contract information, records or documents. Prior to destroying any records related to Seller for the period prior to the Closing, Buyer shall notify Seller ninety (90) days in advance of any such proposed destruction of its intent to destroy such records, and Buyer will permit Seller to retain any such records.

9.2 Tax Matters.

(a) Bifurcation of Taxes. Seller and its Affiliates shall be solely liable for all Taxes imposed upon Seller attributable to the Purchased Assets for all taxable periods ending on or before the Closing Date. Buyer and its Affiliates shall be solely liable for any Taxes imposed upon Buyer attributable to the Purchased Assets for any taxable year or taxable period commencing after the Closing Date.

(b) Transfer Taxes. Buyer and Seller shall each pay one-half of any and all sales, use, transfer and documentary Taxes and recording and filing fees applicable to the transfer of the Purchased Assets.

(c) Cooperation and Records. After the Closing Date, Buyer and Seller shall cooperate in the filing of any Tax returns or other Tax-related forms or reports, to the extent any such filing requires providing each other with necessary relevant records and documents relating to the Purchased Assets. Seller and Buyer shall cooperate in the same manner in defending or resolving any Tax audit, examination or Tax-related litigation. Buyer and Seller shall cooperate in the same manner to minimize any transfer, sales and use Taxes. Nothing in this Section shall give Buyer or Seller any right to review the other's Tax returns or Tax related forms or reports.

(d) Bulk Sales Laws. Seller and Buyer waive compliance with bulk sales laws for Tax purposes.

9.3 Post-Closing Delivery. Subject to the provisions of Section 4.2, Seller agrees to arrange for physical delivery to Buyer of the tangible Purchased Assets in Seller's possession. Buyer and Seller acknowledge that title and risk of loss with respect to all Purchased Assets shall pass to Buyer at Closing. Seller agrees to use commercially reasonable efforts to preserve and maintain the tangible Purchased Assets in good working condition and to protect such Purchased Assets against damage, deterioration and other wasting. All Intellectual Property (in particular all MMA video content) comprising the Purchased Assets will be delivered to Buyer in electronic form consistent with common industry practice.

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification by Seller and the Selling Member. Seller and Selling Member hereby jointly and severally agree to indemnify, defend and hold Buyer harmless from and against any Losses (defined below) in respect of the following:

(a) Losses resulting in bodily injury, wrongful death, and/or property damages, including without limitation, actual, punitive, direct, indirect, or consequential damages and all attorney's fees and court costs recoverable by the injured party or parties arising out of litigation that is currently pending against Seller or arising from facts which occurred prior to Closing which, in the case of litigation, the defense of which is not being defended by Seller's insurance carrier or, if the same results in or has resulted in a verdict or damages to be paid, the same is not being paid by Seller's insurance company.

(b) Losses resulting from the breach of any representations, warranties, covenants or agreements made by Seller or Selling Member in this Agreement or the Other Agreements.

10.2 Indemnification by Buyer. Buyer hereby agrees to indemnify, defend and hold Seller and the Selling Member harmless from and against any Losses in respect of the following:

(a) Losses resulting from any breach of any representations, warranties, covenants or agreements made by Buyer in this Agreement or the Other Agreements.

(b) Buyer's operation of the Business and ownership of the Purchased Assets after the Closing, including, without limitation, all sales and use Taxes, ad valorem Taxes, and products liability claims with respect to such post-Closing operations.

(c) The Assumed Liabilities, including all claims arising from the obligations assumed under the Assumed Contracts as set forth in Section 2.1(d).

10.3 Indemnification Procedure for Third-Party Claims.

(a) In the event that any party (the "Indemnified Person") desires to make a claim against any other party (the "Indemnifying Person") in connection with any Losses for which the Indemnified Person may seek indemnification hereunder in respect of a claim or demand made by any Person not a party to this Agreement against the Indemnified Person (a "Third-Party Claim"), such Indemnified Person must notify the Indemnifying Person in writing, of the Third-Party Claim (a "Third-Party Claim Notice") as promptly as reasonably possible after receipt, but in no event later than fifteen (15) calendar days after receipt, by such Indemnified Person of notice of the Third-Party Claim; provided, that failure to give a Third-Party Claim Notice on a timely basis shall not affect the indemnification provided hereunder except to the extent the Indemnifying Person shall have been actually and materially prejudiced as a result of such failure. Upon receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall be entitled, at the Indemnifying Person's election, to assume or participate in the defense of any Third-Party Claim at the cost of Indemnifying Person. In any case in which the Indemnifying Person assumes the defense of the Third-Party Claim, the Indemnifying Person shall give the Indemnified Person ten (10) calendar days' notice prior to executing any settlement agreement and the Indemnified Person shall have the right to approve or reject the settlement and related expenses; provided, however, that upon rejection of any settlement and related expenses, the Indemnified Person shall assume control of the defense of such Third-Party Claim and the liability of the Indemnifying Person with respect to such Third-Party Claim shall be limited to the amount or the monetary equivalent of the rejected settlement and related expenses.

(b) The Indemnified Person shall retain the right to employ its own counsel and to discuss matters with the Indemnifying Person related to the defense of any Third-Party Claim, the defense of which has been assumed by the Indemnifying Person pursuant to Section 10.3(a) of this Agreement, but the Indemnified Person shall bear and shall be solely responsible for its own costs and expenses in connection with such participation; provided, however, that, subject to Section 10.3(a) above, all decisions of the Indemnifying Person shall be final and the Indemnified Person shall cooperate with the Indemnifying Person in all respects in the defense of the Third-Party Claim, including refraining from taking any position adverse to the Indemnifying Person.

(c) If the Indemnifying Person fails to give notice of the assumption of the defense of any Third-Party Claim within a reasonable time period not to exceed forty-five (45) days after receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall no longer be entitled to assume (but shall continue to be entitled to participate in) such defense. The Indemnified Person may, at its option, continue to defend such Third-Party Claim and, in such event, the Indemnifying Person shall indemnify the Indemnified Person for all reasonable fees and expenses in connection therewith (provided it is a Third-Party Claim for which the Indemnifying Person is otherwise obligated to provide indemnification hereunder). The Indemnifying Person shall be entitled to participate at its own expense and with its own counsel in the defense of any Third-Party Claim the defense of which it does not assume. Prior to effectuating any settlement of such Third-Party Claim, the Indemnified Person shall furnish the Indemnifying Person with written notice of any proposed settlement in sufficient time to allow the Indemnifying Person to act thereon. Within fifteen (15) days after the giving of such notice, the Indemnified Person shall be permitted to effect such settlement unless the Indemnifying Person (a) reimburses the Indemnified Person in accordance with the terms of this Article 10 for all reasonable fees and expenses incurred by the Indemnified Person in connection with such Claim; (b) assumes the defense of such Third-Party Claim; and (c) takes such other actions as the Indemnified Person may reasonably request as assurance of the Indemnifying Person's ability to fulfill its obligations under this Article 10 in connection with such Third-Party Claim.

10.4 Indemnification Procedure for Other Claims. An Indemnified Party wishing to assert a claim for indemnification which is not a Third Party Claim subject to Section 10.3 (a "Claim") shall deliver to the Indemnifying Party a written notice (a "Claim Notice") which contains (i) a description and, if then known, the amount (the "Claimed Amount") of any Losses incurred by the Indemnified Party or the method of computation of the amount of such claim of any Losses, (ii) a statement that the Indemnified Party is entitled to indemnification under this Article 10 and a reasonable explanation of the basis therefor, and (iii) a demand for payment in the amount of such Losses. Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party shall deliver to the Indemnified Party a written response in which the Indemnifying Party shall: (A) agree that the Indemnified Party is entitled to receive all of the Claimed Amount, (B) agree in a "Counter Notice" that the Indemnified Party is entitled to receive part, but not all, of the Claimed Amount (the "Agreed Amount"), or (C) contest that the Indemnified Party is entitled to receive any of the Claimed Amount including the reasons therefor. If the Indemnifying Party in the Counter Notice or otherwise contests the payment of all or part of the Claimed Amount, the Indemnifying Party and the Indemnified Party shall use good faith efforts to resolve such dispute. If such dispute is not resolved within sixty (60) days following the delivery by the Indemnifying Party of such response, the Indemnifying Party and the Indemnified Party shall each have the right to submit such dispute to a court of competent jurisdiction in accordance with the provisions of Section 12.17.

10.5 Losses.

(a) For purposes of this Agreement, "Losses" shall mean all actual liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including, without limitation, reasonable attorneys', accountants' and consultants' fees and expenses and court costs, including punitive, indirect, consequential or other similar damages. Losses shall include punitive, indirect, consequential or similar damages only for claims brought by third parties.

(b) Any liability for indemnification under this Agreement shall be determined without duplication of recovery due to the facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement.

(c) The Indemnified Person agrees to use all reasonable efforts to obtain recovery from any and all third parties who are obligated respecting a Loss (e.g. parties to indemnification agreements, insurance companies, etc.) ("Collateral Sources") respecting any Claim pursuant to which the Indemnified Person is entitled to indemnification hereunder. If the amount to be netted hereunder from any payment from a Collateral Source is determined after payment of any amount otherwise required to be paid to an Indemnified Person under this Article 10, the Indemnified Person shall repay to the Indemnifying Person, promptly after such receipt from Collateral Source, any amount that the Indemnifying Person would not have had to pay pursuant to this Article 10 had such receipt from the Collateral Source occurred at the time of such payment.

(d) Each Indemnified Person shall (and shall cause its Affiliates to) use commercially reasonable efforts to mitigate any claim for Losses that an Indemnified Person asserts under this Article 10.

(e) The amount of any and all Losses (and other indemnification payments) under this Agreement shall be decreased by (A) any Tax benefits in excess of Tax detriments actually realized by the applicable Indemnified Person related to the Loss, including deductibility of any such Losses (or other items giving rise to such indemnification payment), and (B) the amount of any insurance proceeds or other amounts recoverable from Collateral Sources (netted against deductibles and other costs associated with making or pursuing any such claims, as applicable), received or to be received by the applicable Indemnified Person with respect to such Losses under any insurance policy maintained by the Indemnified Person or any other Person or from any other Collateral Source. The Indemnified Person will assign to the Indemnifying Person any rights or contribution or subrogation the Indemnified Person may have against or respecting any Collateral Source or other Persons related to such Loss which is indemnified by the Indemnifying Person hereunder.

1 0 . 6 Certain Limitations. Notwithstanding anything to the contrary contained in this Agreement: (i) Neither Seller and the Selling Member nor Buyer shall be required to indemnify any party hereunder for their breach of any representation or warranty unless and until the aggregate amount of Losses arising from such types of breaches shall exceed $25,000.00 and at such time as the aggregate amount of Losses exceeds such amount the obligation to indemnify shall include all Losses including the first $25,000.00; and (ii) Seller and the Selling Member shall not be liable to provide indemnification hereunder in an aggregate amount in excess of twenty percent (20%) of the Purchase Price.

10.7 Exclusive Remedies. Each of Buyer, Seller and the Selling Member acknowledges and agrees that, from and after the Closing, its sole and exclusive remedy with respect to any and all Losses based upon, arising out of or otherwise in respect of the matters set forth in this Agreement and the Other Agreements shall be pursuant to the indemnification set forth in this Article 10, and such party shall have no other remedy or recourse with respect to any of the foregoing other than pursuant to, and subject to the terms and conditions of, this Article 10; provided, that the foregoing limitation shall not apply to claims seeking specific performance or other available equitable relief.

ARTICLE 11
TERMINATION AND SURVIVAL

11.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing Date as follows:

(a) with the mutual consent of Buyer and Seller;

(b) by Buyer, if it is not then in material breach of its obligations under this Agreement and if (A) any of Seller's or the Selling Member's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.2(b) would not be satisfied, or (B) any of Seller's or the Selling Member's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.2(a) would not be satisfied; provided, however, that Buyer shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Seller unless Seller fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Buyer of such inaccuracy or breach; or

(c) by Seller, if it is not then in material breach of its obligations under this Agreement and if (A) any of Buyer's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) would not be satisfied, or (B) any of Buyer's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) would not be satisfied; provided, however, that Seller shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Buyer unless Buyer fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Seller of such inaccuracy or breach.

(d) by Buyer or Seller if the Closing has not occurred on or prior to August 31, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

11.2 Procedure Upon Termination. In the event of termination and abandonment by Buyer or Seller, or both, pursuant to Section 11.1 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Buyer or Seller. If this Agreement is terminated as provided herein each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

11.3 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Buyer or Seller; provided, however, that the obligations of the parties set forth in Article 10, this Section 11.3 and Sections 12.2, 12.3, 12.4, 12.7, 12.9, 12.13, and 12.15 hereof shall survive any such termination and shall be enforceable hereunder.

(b) Nothing in this Section 11.3 shall relieve Buyer or Seller of any liability for a material breach of this Agreement prior to the date of termination, the damages recoverable by the non-breaching party shall include all attorneys' fees reasonably incurred by such party in connection with the transactions contemplated hereby.

11.4 Survival of Representations and Warranties. Except with respect to (a) the covenants of Buyer, Seller and the Selling Member which are intended to survive the Closing, (b) Seller's and the Selling Member's representations provided for in Section 5.2(a), 5.4 and 5.8 which survive indefinitely, (c) Seller's and Selling Member's representations provided for in Sections 5.6, 5.11, 5.14, 5.16 and 5.22 which survive until the applicable statute of limitations expires with respect to claims arising under such Sections, and (d) Buyer's representation provided for in Section 6.2 which survives indefinitely, the representations and warranties of each of the parties hereto shall survive the Closing for a period of twenty-four (24) months.

ARTICLE 12
MISCELLANEOUS

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall be made by either party without the prior express written consent of the other party.

12.2 Risk of Loss. All risk of loss with respect to the Purchased Assets to be transferred hereunder shall remain with Seller until the transfer of the Purchased Assets and the Business on the Closing Date. Anything to the contrary in this Agreement notwithstanding, in the event there has been any material damage to or destruction of any of the Purchased Assets prior to the Closing Date and Buyer elects to consummate the transactions contemplated herein, at Closing, Seller shall assign to Buyer all of Seller's right to receive insurance proceeds toward the repair or replacement of such Purchased Assets, if any, and if no such insurance is in effect or the amount payable thereunder is insufficient to repair or replace any such Purchased Assets, the parties shall equitably adjust the Purchase Price; provided, however, if any such adjustment would result in a reduction in the Purchase Price of more than five percent (5%), Seller and the Selling Member's shall have the option to terminate this Agreement.

12.3 Confidentiality. All information gained by either party concerning the other as a result of the transactions contemplated hereby ("Confidential Information"), including the execution and consummation of the transactions contemplated hereby and the terms thereof and information obtained by Buyer and its representatives in conducting due diligence respecting Seller and the Purchased Assets, will be kept in strict confidence. All Confidential Information will be used only for the purpose of consummating the transactions contemplated hereby. Following the Closing, all Confidential Information relating to the Business disclosed by Seller to Buyer shall become the Confidential Information of Buyer, subject to the restrictions on use and disclosure by Seller imposed under this Section 12.3. Neither Seller, the Selling Member, nor Buyer shall, without having previously informed the other party about the form, content and timing of any such announcement, make any public disclosure with respect to the Confidential Information or transactions contemplated hereby, except:

(a) As may be required by the Securities Act for inclusion in the Registration Statement; or

(b) As may be required by applicable Law provided that, in any such event, the party required to make the disclosure will (I) provide the other party with prompt written notice of any such requirement so that such other party may seek a protective order or other appropriate remedy, (II) consult with and exercise in good faith all reasonable efforts to mutually agree with the other party regarding the nature, extent and form of such disclosure, (III) limit disclosure of Confidential Information to what is legally required to be disclosed, and (IV) exercise its best efforts to preserve the confidentiality of any such Confidential Information; or

(c) Buyer may disclose the terms of this Agreement and the transactions contemplated hereby to an actual or prospective underwriter, lender, investor, partner or agent, subject to a non-disclosure agreement pursuant to which such lender, investor, partner or agent agrees to be bound by the terms of this Section 12.3; or

(d) Disclosure to a party's representatives and advisors in connection with advising such party and preparing its Tax returns.

12.4 Expenses. Each party shall bear its own expenses with respect to the transactions contemplated by this Agreement. Notwithstanding the foregoing, and subject to the obligations of Seller to deliver to Buyer the financial statements required by Section 7.13, all legal, accounting and regulatory fees and expenses incident to the IPO, including preparation and filing of the Registration Statement will be borne by Buyer. Buyer will also cover the reasonable and customary legal fees of one securities counsel designated by the majority the Target Companies being acquired on the Closing Date.

12.5 Severability. Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

12.6 Entire Agreement. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all of the parties hereto. This Agreement and the Other Agreements contain the entire agreement of the parties hereto with respect to the transactions covered hereby, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof.

12.7 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied (including Article 10), shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

12.8 Waiver. The failure of any party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any waiver hereunder shall be effective only if delivered to the other party hereto in writing by the party making such waiver.

12.9 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

12.10 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

12.11 Counterparts. The parties may execute this Agreement in one or more counterparts, and each fully executed counterpart shall be deemed an original.

12.12 Further Documents. Each of Buyer, Seller and the Selling Member shall, and shall cause its respective Affiliates to, at the request of another party, execute and deliver to such other party all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

12.13 Notices. All communications, notices and consents provided for herein shall be in writing and be given in person or by means of facsimile (with request for assurance of receipt in a manner typical with respect to communications of that type and confirmation by mail), by overnight courier or by registered or certified mail, and shall become effective: (a) on delivery if given in person; (b) on the date of transmission if sent by facsimile; (c) one (1) Business Day after delivery to the overnight service; or (d) four (4) Business Days after being mailed, with proper postage and documentation, for first-class registered or certified mail, prepaid.

Notices shall be addressed as follows:

If to Buyer, to:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

If to Seller or the Selling Member, to:

V3, LLC
7141 Lindsey Leaf Cove
Cordova, TN 38018-5656
Attention: Mr. Nick Harmeier
Phone: (901) 786-2060
Email: nick@v3fights.com

provided, however, at the time of mailing or within three (3) Business Days thereafter there is or occurs a labor dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any communication, notice or consent provided for herein shall be given in person or by means of facsimile or by overnight courier, and further provide that if any party shall have designated a different address by notice to the others, then to the last address so designated.

12.14 Schedules. Buyer and Seller agree that any disclosure in any Schedule attached hereto shall (a) constitute a disclosure only under such specific Schedule and shall not constitute a disclosure under any other Schedule referred to herein unless a specific cross-reference to another Schedule is provided or such disclosure is otherwise clear from the context of the disclosure in such Schedule and (b) not establish any threshold of materiality. Seller or Buyer may, from time to time prior to or at the Closing, by notice in accordance with the terms of this Agreement, supplement or amend any Schedule, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein. No such supplemental or amended Schedule shall be deemed to cure any breach for purposes of Section 8.2(b). If, however, the Closing occurs, any such supplement and amendment will be effective to cure and correct for all other purposes any breach of any representation, warranty, covenant or obligation which would have existed if Seller or Buyer had not made such supplement or amendment, and all references to any Schedule hereto which is supplemented or amended as provided in this Section 12.14 shall for all purposes at and after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

12.15 Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other gender as the context requires.

12.16 Knowledge. As used herein, Seller will be deemed to have knowledge of a particular fact or matter only if Nick Harmeier is actually aware of the fact or matter, or with the exercise of reasonable diligence should have been aware of the fact or mater.

12.17 Submission to Jurisdiction. Each of Buyer, Seller and Selling Member (a) submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or any other federal or state court in the State of Delaware if it is determined that the Court of Chancery does not have jurisdiction over such action) in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined only in any such court, and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto. Either party may make service on the other party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 12.13. Nothing in this Section 12.17, however, shall affect the right of any Party to serve legal process in any other manner permitted by law.

12.18 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY MATTER WHICH IS THE SUBJECT OF THIS AGREEMENT, THE OTHER AGREEMENTS OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[*Signature Page to Asset Purchase Agreement Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

V3, LLC

By: _____
Name: Nick Harmeier
Title: Managing Member

SELLING MEMBER:

_____
Nick Harmeier

BUYER:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXHIBITS AND SCHEDULES

Exhibits

Exhibit A:	Form of Assignment and Assumption Agreement
Exhibit B:	Form of Bill of Sale, Conveyance and Assignment
Exhibit C:	Executive Employment Agreement
Exhibit D:	Form of Intellectual Property Transfer Agreement
Exhibit E	Form of Non-Competition and Non-Solicitation Agreement
Exhibit F	Form of Trademark License Agreement
Exhibit G	Form of Buyer Officer's Certificate
Exhibit H	Form of Seller Officer's Certificate

Schedules

Schedule 2.1	Permitted Encumbrances
Schedule 2.1(c)	Equipment
Schedule 2.1(d)	Assumed Contracts
Schedule 2.1(e)	Real Estate Leases
Schedule 2.1(n)	Additional Assets
Schedule 2.2	Excluded Assets
Schedule 3.4	Allocation of Purchase Price
Schedule 5.3	Equipment and other Purchased Assets
Schedule 5.4	Title
Schedule 5.5	Intellectual Property
Schedule 5.6	Litigation
Schedule 5.7	Required Consents
Schedule 5.10	Contract Exceptions
Schedule 5.12	Scope of Rights in Purchased Assets
Schedule 5.13	Compliance with Laws
Schedule 5.14	Financial Statements
Schedule 5.15	Certain Changes
Schedule 5.16	Employee Plans
Schedule 5.17	Business Employees
Schedule 5.18	Labor Relations
Schedule 5.19	Customers and Suppliers
Schedule 5.20	Conflicts
Schedule 5.21	Certain Transactions Related to the Business
Schedule 6.3	Buyer Consents
Schedule 7.1	Compensation Covenant

Exhibit A

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of _____ __, 2016 is entered into by and among V3, LLC, d/b/a V3 FIGHTS, a Tennessee limited liability company ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the " Asset Purchase Agreement"), by and among Seller, Buyer, and Nick Harmeier, an individual and resident of the State of Tennessee (the "Selling Member"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement the parties hereto together with the Selling Member have agreed that at the Closing (which Closing is taking place as of the date hereof), Seller will transfer to Buyer and Buyer will accept and assume, only those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule 2.1(d) to the Asset Purchase Agreement.

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

As of the date hereof, Seller hereby transfers and assigns to Buyer, and Buyer hereby accepts and assumes those liabilities and obligations of Seller arising from and after the Closing Date under the Assumed Contracts set forth on Schedule A attached hereto. With the exception of the liabilities and obligations to be assumed by Buyer pursuant to the preceding sentence, Buyer shall not assume and shall in no event be liable for any other debts, liabilities or obligations of Seller, whether fixed or contingent, known or unknown, liquidated or unliquidated, secured or unsecured, or otherwise and regardless of when they arose or arise. In the event of any inconsistency between the terms hereof and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

[*Signature Page for Assignment and Assumption Agreement to follow*]

[*Signature Page for Assignment and Assumption Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Assumption Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

V3, LLC

By: _____
Name: Nick Harmeier
Title: Managing Member

ASSIGNEE:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

Schedule A

[List of Assumed Contracts]

Exhibit B

BILL OF SALE, CONVEYANCE AND ASSIGNMENT

THIS BILL OF SALE, CONVEYANCE AND ASSIGNMENT (this "Instrument") dated as of _____ __, 2016 is entered into by and among V3, LLC, a Tennessee limited liability company ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Seller, Buyer, and Nick Harmeier, an individual and resident of the State of Tennessee (the "Selling Member").

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agrees as follows:

1. Seller does hereby sell, convey, transfer, assign and deliver to Buyer, all of its right, title and interest in and to the Purchased Assets.

2. Notwithstanding anything to the contrary in this Instrument, the Asset Purchase Agreement or in any other document delivered in connection herewith or therewith, the Purchased Assets subject to this Instrument shall expressly exclude the Excluded Assets.

3. From time to time, as and when reasonably requested by Buyer, Seller shall execute and deliver all such documents and instruments and shall take, or cause to be taken, all such further or other actions as Buyer may reasonably deem necessary or desirable to more effectively sell, transfer, convey and assign to Buyer all of Seller's right, title and interest in the Purchased Assets subject to this Instrument.

4. This Instrument shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of laws principles of such State.

5. To the extent that any provision of this Instrument is inconsistent or conflicts with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control. Nothing in this Instrument, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Asset Purchase Agreement.

6. This Instrument may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page to Bill of Sale, Conveyance and Assignment to Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

V3, LLC

By: _____
Name: Nick Harmeier
Title: Managing Member

BUYER:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

Exhibit C

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), entered into effective _____ __, 2016, by and between ALLIANCE MMA, INC., a Delaware corporation (the "Company") and Nick Harmeier, an individual and resident of the State of Tennessee (the "Executive") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among V3, LLC, a Tennessee limited liability company ("Seller"), the Company, and the Executive. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1 . Employment. Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Executive as the Company's Regional Vice President, and Executive accepts such employment.

2 . Position. Executive agrees to serve as Regional Vice President of the Company and to perform such duties as are commensurate with such office, including the oversight and management of the employees and day-to-day operations of the Business. The Executive shall devote an amount of time to Buyer as she currently provides to Seller and sufficient to conduct the Business as it was conducted immediately prior to the Closing. The Executive shall have all the duties and powers of an officer of the Company and shall report to the Company's Chief Executive Officer.

3 . Term. The term of this Agreement will begin on _____ __, 2016 (the "Effective Date") and will end on the three-year anniversary of such date (the "Term"). After such initial three-year period, the Term will renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least sixty (60) days prior to such date. The parties hereto agree that, upon the expiration of the Term, the Executive's employment with the Company will terminate and the Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. The Company will be under no obligation whatsoever to renew or continue the employment of the Executive beyond the Term.

4 . Salary; Bonus. (a) Executive will receive a salary during the Term of Seventy Five Thousand and no/100 dollars ($75,000.00) per year ("Base Compensation"), pro-rated for partial years, payable at regular intervals in accordance with the Company's normal payroll practices in effect from time to time. Executive's Base Compensation will be reviewed annually by the Company's Board of Directors and Executive will be eligible for consideration for merit-based increases to Base Compensation and bonuses as determined by the Board of Directors in its sole discretion. In addition to eligibility for consideration of merit-based increases in the discretion of the Board of Directors, Executive's Base Compensation will be increased effective January 1 of each year during the Term (commencing with January 1, 2017) by three percent (3%) to reflect anticipated increases in cost of living.

(b) The Executive will be entitled to performance based cash and equity based bonuses as determined by the Board of Directors of Buyer from time to time.

5. Benefit Programs. (a) During the Term, Executive will be entitled to participate in or receive benefits as follows:

(i) health and dental insurance pursuant to the Company's current or future plans and policies (premium for only Executive to be paid by Company);

(ii) participation in Company 401(k) plan with Company match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other Executive benefit plan of the Company provided to all employees of the Company on the same terms as other employees of the Company based on tenure and position.

All benefits will be pursuant to programs or arrangements made available by the Company on the date of this Agreement and from time to time in the future to the Company's other employees on a basis consistent with the terms, conditions and overall administration of the foregoing plans, programs or arrangements and with respect to which Executive is otherwise eligible to participate or receive benefits. Executive acknowledges such benefits are subject to change as and when changed by the Company generally.

(b) During the Term, the Company will provide Executive with a Company owned or leased computer and printer and supplies for Company purposes.

(c) During the Term, the Company will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of the Company.

(d) The items provided in connection with paragraphs (b) and (c) will be returned by Executive to the Company upon any termination of this Agreement.

6 . General Policies. (a) So long as the Executive is employed by the Company pursuant to this Agreement, Executive will receive reimbursement from the Company, as appropriate, for all reasonable business expenses incurred by Executive in accordance with Company policies and in the course of his employment by the Company, upon submission to the Company of written vouchers and statements for reimbursement.

(b) During the Term, the Executive will be entitled to three weeks of paid vacation, which will be utilized at such times when his absence will not materially impair the Company' s normal business functions. In addition to the vacation described above, Executive also will be entitled to all paid holidays customarily given by the Company to its employees.

(c) All other matters relating to the employment of Executive by the Company not specifically addressed in this Agreement will be subject to the general policies regarding employees of the Company in effect from time to time.

7 . Termination of Employment. Subject to the respective continuing obligations of the parties, including but not limited to those set forth in Sections 8 and 9 hereof, Executive's employment by the Company may be terminated prior to the expiration of the Term of this Agreement by either the Executive or the Company by delivering a written notice of termination two weeks in advance of such termination (the end of such two week period being the "Date of Termination").

8 . Termination of Employment. (a) In the event of termination of the Executive's employment pursuant to (i) expiration of the Term, (ii) the death or Disability (as defined below) of Executive, (iii) termination by Executive or (iv) termination by the Company with Cause (as defined below), compensation (including Base Compensation) will continue to be paid, and the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination in a manner consistent with the applicable terms of the governing plan documents.

(b) In the event of termination of Executive's employment by the Company without Cause, (i) compensation (including Base Compensation) will continue to be paid until the Date of Termination, (ii) the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination, and (iii) after the Date of Termination, Company will pay Executive an amount per month equal to the Base Compensation divided by twelve (12) (pro-rated for partial months) until the end of the Term.

(c) The following Terms will have the following meanings for purposes of this Agreement:

(i) "Cause" means termination of the Executive by the Company for:

(A) the commission of a felony or a crime involving moral turpitude or the commission of any other act or omission involving dishonesty or fraud with respect to the Company;

(B) conduct which brings the Company into public disgrace or disrepute;

(C) gross negligence or willful gross misconduct with respect to the Company;

(D) breach of a fiduciary duty to the Company;

(E) a breach of Section 9 of this Agreement; or

(F) Executive's failure to cure a breach of any term of this Agreement (other than Section 9) within thirty (30) days after receipt of written notice from the Company specifying the act or omission that constitutes such breach.

(ii) "Disability" means the physical or mental incapacity of Executive for a period of more than ninety (90) consecutive days, the determination of which by the Company will be conclusive on the parties hereto.

9 . Non-Compeition and Confidentiality Covenants. Executive and Company are party to that certain Non-Cometition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 9. The Non-Competition Agreement shall survive the termination of this Agreement pursuant to its terms.

10. Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

V3, LLC
7141 Lindsey Leaf Cove
Cordova, TN 38018-5656
Attention: Mr. Nick Harmeier
Phone: (901) 786-2060
Email: nick@v3fights.com

If to the Company:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

11. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof, except to the extent that federal law will be deemed to apply.

12. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Company and the Executive. No waiver by any party hereto at any time of any breach by another party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a wavier of dissimilar provisions or conditions at the same or any prior subsequent time. No agreements or representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

13. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement which will remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

15. Assignment. This Agreement is personal in nature and Executive may not, without consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

16. Document Review. The Company and the Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants and financial and other advisors as it or he has deemed appropriate in connection with their respective execution of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

17. Entire Agreement This Agreement together with any understanding or modifications thereof as agreed to in writing by the parties, will constitute the entire agreement between the parties hereto.

[*Signature Page to Executive Employment Agreement Follows*]

[*Signature Page to Executive Employment Agreement*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first set forth above.

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

_____
Nick Harmeier

Exhibit D

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AGREEMENT dated as of _____ __, 2016 is entered into by and among V3, LLC, a Tennessee limited liability company ("Assignor") and ALLIANCE MMA, INC., a Delaware corporation ("Assignee") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement"), by and among Assignor, Assignee, and Nick Harmeier, an individual and resident of the State of Tennessee (the "Selling Member").

WHEREAS, Assignor has good and marketable rights and title in and to the patent applications, issued patents, trademarks, trademark applications, copyrights and copyright applications listed on Schedule 1 attached hereto (the "Intellectual Property"); and

WHEREAS, Assignee desires to acquire Assignor's rights and title in and to the Intellectual Property and Assignor desires to assign to the Assignee its rights and title in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers, assigns and otherwise conveys to Assignee, all of Assignor's rights, title, and interest in, to, and under the following:

A. the patents included in the Intellectual Property, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including, without limitation, the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect;

B. the copyrights and applications for registration of copyrights included in the Intellectual Property, and all corresponding rights, including, without limitation, moral rights, that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect; and

C. all proceeds of the assets transferred pursuant to subsections 1(A) and 1(B) above, including, without limitation, the right to sue for, and collect on, (i) any claim by Assignor against third parties for past, present, or future infringement of the such transferred assets, and (ii) any income, royalties, or payments due or payable and related exclusively to such transferred assets as of the date of this assignment or thereafter.

2. Assignor authorizes the pertinent officials of the United States Patent and Trademark Office and the United States Copyright Office and the pertinent official of similar offices or governmental agencies in any applicable jurisdictions outside the United States to record the transfer of the patents, copyrights and related registrations and applications for registration set forth on Schedule A to Assignee as assignee of Assignor's entire rights, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect the assignment specified herein or to confirm Assignee's ownership of the Intellectual Property.

3. The terms of the Asset Purchase Agreement are incorporated herein by reference. Except as set forth herein, the rights and obligations of the Assignor and Assignee set forth in the Asset Purchase Agreement remain unmodified. Capitalized terms used herein or in the Schedule A hereto but not otherwise defined herein or in the Schedule 1 hereto shall have the respective meanings given to them in the Asset Purchase Agreement.

4. This Intellectual Property Transfer Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

5. This Intellectual Property Transfer Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page for Intellectual Property Transfer Agreement to follow*]

[*Signature Page for Intellectual Property Transfer Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Intellectual Property Transfer Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

V3, LLC

By: _____
Name: Nick Harmeier
Title: Managing Member

ASSIGNEE:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

SCHEDULE A

PATENTS

[LIST]

COPYRIGHTS

[LIST]

Together with all other copyrights in and to all the copyrightable materials included in the Purchased Assets.

Exhibit E

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (the " Agreement"), dated as of _____ __, 2016 (the "Effective Date") is entered into by and between ALLIANCE MMA, INC., a Delaware corporation ("Company") and _____ an individual and resident of the State of _____ (the "Executive").

WHEREAS, the Company, V3, LLC, a Tennessee limited liability company (" Seller"), and Nick Harmeier, an individual and resident of the State of Tennessee (the "Selling Member") are parties to that certain Asset Purchase Agreement, dated as of February 23, 2016 (the "Asset Purchase Agreement") pursuant to which the Company acquired substantially all the assets of Seller's business (as more particularly defined in the Asset Purchase Agreement, the "Business");

WHEREAS, the execution and delivery of this Agreement by Executive was a condition to the purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement;

WHEREAS, also in connection with purchase by the Company of the Business and consummation of the other transactions contemplated by the Asset Purchase Agreement, the Executive has been offered employment by the Company, and the Executive will have access to and be instrumental in developing and implementing critical aspects of the Company's strategic business plan; and

WHEREAS, the Executive is an owner of capital stock or options to acquire the capital stock of the Company and will otherwise personally benefit from the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of (i) the Company entering into the Asset Purchase Agreement, (ii) the employment or continued employment of the Executive by the Company, and (iii) the continued receipt and access to confidential, proprietary, and trade secret information associated with the Executive's position with the Company, the Executive and the Company agree as follows:

1 . Confidentiality. Executive understands and agrees that in the course of providing services to the Company, Executive may acquire confidential and/or proprietary information concerning the Company's operations, its future plans and its methods of doing business. Executive understands and agrees it would be extremely damaging to the Company if Executive disclosed such information to a competitor or made such information available to any other person. Executive understands and agrees that such information is divulged to Executive in strict confidence and Executive understands and agrees that Executive shall not use such information other than in connection with the Business and will keep such information secret and confidential unless disclosure is required by court order or otherwise by compulsion of law. In view of the nature of Executive's employment with the Company and the information that Executive has received during the course of Executive's employment, Executive also agrees that the Company would be irreparably harmed by any violation, or threatened violation of the agreements in this paragraph and that, therefor, the Company shall be entitled to an injunction prohibiting Executive from any violation or threatened violation of such agreements.

2 . Non-Competition and Non-Solicitation. The Executive acknowledges and agrees that the nature of the Company's confidential, proprietary, and trade secret information to which the Executive has, and will continue to have, access to derives value from the fact that it is not generally known and used by others in the highly competitive industry in which the Company competes. The Executive further acknowledges and agrees that, even in complete good faith, it would be impossible for the Executive to work in a similar capacity for a competitor of the Company without drawing upon and utilizing information gained during employment with the Company. Accordingly, at all times during the Executive's employment with the Company and for a period of three (3) years after termination, for any reason, of such employment, the Executive will not, directly or indirectly:

(a) Engage in any business or enterprise (whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than one percent (1%) of the outstanding capital stock of a company) that directly or indirectly competes with the Company's business or the business of any of its subsidiaries anywhere in the United States, including but not limited to any business or enterprise that develops, manufactures, markets, or sells any product or service that competes with any product or service developed, manufactured, marketed or sold, or planned to be developed, manufactured, marketed or sold, by the Company or any of its subsidiaries while the Executive was employed by the Seller or the Company; or

(b) Either alone or in association with others (i) solicit, or facilitate any organization with which the Executive is associated in soliciting, any employee of the Company or any of its subsidiaries to leave the employ of the Company or any of its subsidiaries; (ii) solicit for employment, hire or engage as an independent contractor, or facilitate any organization with which the Executive is associated in soliciting for employment, hire or engagement as a independent contractor, any person who was employed by the Company or any of its subsidiaries at any time during the term of the Executive's employment with the Seller or the Company or any of their respective subsidiaries (provided, that this clause (ii) shall not apply to any individual whose employment with the Seller, the Company or any of its subsidiaries has been terminated for a period of one year or longer); or (iii) solicit business from or perform services for any customer, supplier, licensee or business relation of the Seller or the Company or any of their respective subsidiaries, induce or attempt to induce, any such entity to cease doing business with the Company or any of its subsidiaries; or in any way interfere with the relationship between any such entity and the Company or any of its subsidiaries.

(c) Notwithstanding the foregoing, nothing contained in this Agreement shall preclude the Executive from managing or training mixed martial arts fighters or conducting single martial arts style (e.g., kick-boxing or boxing) promotional events even if such activities are arguably competitive with the business of the Company or any of its subsidiaries.

3 . Return of Property. Executive understands and agrees that all business information, files, research, records, memoranda, books, lists and other documents and tangible materials, including computer disks, and other hardware and software that he receives during his employment, whether confidential or not, are the property of the Company, and that, upon the termination of his services, for whatever reason, he will promptly deliver to the Company all such materials, including copies thereof, in his possession or under his control. Any analytical templates, books, presentations, reference materials, computer disks and other similar materials already rightfully owned by the Executive prior to the Effective Date shall remain the property of the Executive and any copies thereof obtained by or provided to the Company shall be returned or destroyed in a manner similar acceptable to the Executive.

4 . Not Employment Contract. The Executive acknowledges that this Non-Competition and Non-Solicitation Agreement does not constitute a contract of employment and, except as set forth in Executive Employment Agreement (to which this Agreement is ancillary), does not guarantee hat the Company or any of its subsidiaries will continue his employment for any period of time or otherwise change the at-will nature of his employment.

5 . Interpretation. If any restriction set forth in Section 2 is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to render the modified restriction valid, legal and enforceable. The parties intend that the non-competition and non-solicitation provisions contained in this Agreement shall be deemed to be a series of separate covenants, one for each and every county of each and every state of the United States of America where this provision is intended to be effective.

6 . Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7 . Waiver of Rights. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8 . Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and its subsidiaries and are considered by the Executive to be reasonable for such purpose. The Executive agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefor, in the event of any such breach, the Executive agrees that the Company, in addition to such other remedies that may be available, shall be entitled to specific performance and other injunctive relief.

9 . Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the State of Delaware (or, if appropriate, a federal court located within Delaware), and the Company and the Executive each consents to the jurisdiction of such a court.

10. Term. This Agreement shall be effective on the Effective Date. This Agreement shall expire on _____ __, 2019, provided the obligations of the Executive under Sections 2 shall survive for a period of three (3) years after expiration or termination. Notwithstanding the foregoing the obligations of the Executive under Sections 1 and 3 shall survive indefinitely.

THE EXECUTIVE ACKNOWLEDGES THAT HE HAS CAREFULLY READ THIS AGREEMENT, HAS SOUGHT INDEPENDENT COUNSEL TO ADVISE HIM AS TO THE NATURE AND EXTENT OF HIS OBLIGATIONS HEREUNDER AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

[*Signature Page to Non-Competition And Non-Solicitation Agreement Follows*]

[*Signature Page to Non-Competition And Non-Solicitation Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

COMPANY:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXECUTIVE:

By: _____

Exhibit F

TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT ("Agreement") dated as of _____ __, 2016 is entered into by and among V3, LLC, a Tennessee limited liability company ("Licensor") and ALLIANCE MMA, INC., a Delaware corporation ("Licensee") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of February 23, 2016 (the " Asset Purchase Agreement"), by and among Licensor, Licensee, and Nick Harmeier, an individual and resident of the State of Tennessee (the "Selling Member"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Licensor asserts that it is the sole and exclusive owner of the name "V3 Fights" and all logos, trademarks and service marks attendant thereto (the "Licensed Marks").

WHEREAS, in connection with the Asset Purchase Agreement, Licensor agreed to grant Licensee an exclusive license for use and exploitation of the Licensed Marks in connection with the Business as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
TERM AND TERMINATION

1 . 1 Term. The term of this Agreement and the rights granted and obligations assumed hereto, shall commence on the Closing Date and shall endure and remain in full force in perpetuity.

1.2 Termination. Notwithstanding anything contained in Section 1.1 to the contrary, this Agreement may be terminated at any time as follows:

(a) with the mutual consent of Licensor and Licensee;

(b) by Licensor upon termination by Licensee of any Executive Employment Agreement under circumstances other than for Cause;

(c) by Licensor, if it is not then in material breach of its obligations under the Asset Purchase Agreement and if (A) any of Licensee's representations and warranties contained in the Asset Purchase Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) of the Asset Purchase Agreement would not be satisfied, or (B) any of Licensee's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) of the Asset Purchase Agreement would not be satisfied; provided, however, that Licensor shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Licensee unless Licensee fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Licensor of such inaccuracy or breach.

(d) by Licensor, in the event the Common Stock is not listed or eligible for quotation on the Nasdaq Capital Market or the New York Stock Exchange.

(e) by Licensor, in the event the Company shall be subject to a Bankruptcy Event. As used in this Agreement a "Bankruptcy Event" means any of the following events with respect to Licensee or Licensor, as the case may be: (a) there is the commencement of a case or other proceeding under any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction relating to such party, (b) there is commenced against such party any such case or proceeding that is not dismissed within 60 days after commencement, (c) such party is adjudicated insolvent or bankrupt or any order of relief or other order approving any such case or proceeding is entered, (d) such party suffers any appointment of any custodian or the like for it or any substantial part of its property that is not discharged or stayed within 60 calendar days after such appointment, or (e) the party makes a general assignment for the benefit of creditors.

ARTICLE 2
LICENSE GRANT AND RIGHTS

2.1 License.

(a) Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor, subject to the terms and conditions hereinafter set forth, a non-transferrable, exclusive, perpetual, royalty free, fully paid up, worldwide license to use and commercially exploit the Licensed Marks in connection with the Purchased Assets and the Business.

(b) The license granted in Section 2.1(a) above shall extent to the use of any of the Licensed Marks in connection with the distribution or other commercialization of any photograph, video, television broadcast, online distribution, electronic gamming, or other form of audio visual media format or transmission now known or in the future conceived, bearing the Licensed Marks.

2 . 2 Bankruptcy; Abandonment. As sole and exclusive owner of the Licensed Marks, Licensor agrees that should it experience a Bankruptcy Event the Licensed Marks shall, without notice, become the sole and exclusive property of Licensee, as of ninety-one (91) days prior to such event, and any and all rights of every kind and nature of Licensor in and to the Licensed Marks shall terminate.

ARTICLE 3
ENFORCEMENT OF RIGHTS

3 . 1 Joint Enforcement. Upon discovery of any infringement of the Licensed Marks at the option of either Licensor or Licensee, appropriate legal action in connection therewith shall be undertaken either jointly or separately by Licensor and Licensee. In the event that such action is taken jointly, each party shall contribute equally to the expenses of any such action. If any damages for infringement are awarded by a final decree or judgment to Licensor and Licensee, then after deducting all expenses arising from the litigation and reimbursing each contributing party for its contributions, the remainder shall be divided equally among the contributing parties.

3 . 2 Independent Enforcement. If one party shall not wish to join or continue in any such action, but the other party shall wish to institute or continue such action, said one party shall render all reasonable assistance to the other party in connection therewith at said other party's expense and said other party shall be entitled to retain all recoveries with respect to such action.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF LICENSOR

Licensor hereby represents and warrants to Licensee as follows:

4.1 Ownership. Licensor is the sole and exclusive owner of the Licensed Marks.

4.2 Authority. Licensor is authorized to grant the rights conferred hereby.

4 . 3 No Violation. The execution and delivery of this Agreement, the granting of the rights contained herein and the use of the Licensed Marks in accordance with the terms of this Agreement, will not violate any laws or regulations or violate or invalidate any agreement or documents to which Licensor is a party and by which Licensor is bound or to which the Licensed Marks is subject.

4 . 4 No Other Grants. To knowledge of Licensor, no person or entity is entitled to any claim for compensation from Licensee for the use of the Licensed Marks in accordance with the terms and conditions of this Agreement, and no Person or entity has been granted any right in or to the Licensed Marks or any part hereof, anywhere in the world.

4 . 5 Infringement. The Licensed Marks are not the subject of any pending adverse claim or, to the knowledge of Licensor, the subject of any threatened litigation or claim of infringement or misappropriation. To Licensor's knowledge, the Licensed Marks do not infringe on any Intellectual Property Rights of any third party.

ARTICLE 5
MISCELLANEOUS

5 . 1 Incorporation by Reference. Sections 12.1, 12.3, 12.5,12.7 through 12.13, 12.15, 12.17 and 12.18 of the Asset Purchase Agreement are hereby incorporate by reference provided that all references to Seller shall be deemed to refer to Licensor and all references to Buyer shall be deemed to refer to Licensee.

[*Signature Page to Trademark License Agreement Follows*]

[*Signature Page to Trademark License Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

LICENSOR:

V3, LLC

By: _____
Name: Nick Harmeier
Title: Managing Member

LICENSEE:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

Exhibit G

OFFICER'S CERTIFICATE
OF
ALLIANCE MMA, INC.

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among V3, LLC, a Tennessee limited liability company ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), and Nick Harmeier, an individual and resident of the State of Tennessee (the "Selling Member"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Buyer on the Closing Date, that:

(a) he is the Chief Executive Officer of Buyer, and

(b) each of the conditions specified in clauses (a) through (f) of Section 8.1 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Buyer contained in Article 6 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller or the Selling Member of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

ALLIANCE MMA, INC.

By: _____
Name:
Title: Chief Executive Officer

Exhibit H

OFFICER'S CERTIFICATE
OF
V3, LLC

Reference is made to that certain ASSET PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among V3, LLC, a Tennessee limited liability company ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), and Nick Harmeier, an individual and resident of the State of Tennessee (the "Selling Member"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Seller on the Closing Date, that:

(a) he is the Managing Member of Seller, and

(b) each of the conditions specified in clauses (a) through (j) of Section 8.2 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Seller and the Selling Member contained in Article 5 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller and the Selling Member contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Buyer of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

V3, LLC

By: _____
Name: Nick Harmeier
Title: Managing Member

Exhibit 10.8

FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT

THIS FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT (the " Agreement"), dated as of September 15, 2015 (the "Effective Date"), is entered into by and among LOUIS NEGLIA'S MARTIAL ARTS KARATE, INC., a New York corporation (" Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer").

WHEREAS, Seller is engaged in promoting and conducting mixed martial arts events at various venues under the "Ring of Combat" and "Louis Neglia's Ring of Combat" brands together with kickboxing promotions under the "Louis Neglia's Kickboxing" brand, and owns rights in the copyrighted audio visual recordings of such events (the "Fight Library"); and

WHEREAS, the Buyer desires to purchase the Seller's interests in the Fight Library together with the assets of approximately fifteen other companies (the "Target Companies") primarily engaged in the business of promoting and conducting mixed martial arts events throughout the United States or providing services related to such events; and

WHEREAS, the closing of the acquisition of the assets of the Target Companies, including the closing of the transactions contemplated by this Agreement (collectively, the " Target Company Transactions") will occur substantially contemporaneously with the consummation of an initial underwritten public offering of Buyer's common stock (as more particularly defined herein, the "IPO"); and

WHEREAS, the IPO and the Target Company Transactions will be described in a Registration Statement on Form S-1 of the Buyer (the "Registration Statement") that will be filed with the Securities and Exchange Commission ("Commission") pursuant to the Securities Act of 1933, as amended, and the rules and regulations thereunder ("Securities Act"); and

WHEREAS, the Seller desires to provide for the sale of the Fight Library on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. The following terms have the following meanings when used herein:

"Affiliate" shall mean a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, the terms "control," "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person and, in the case of an entity, shall require (i) in the case of a corporate entity, direct or indirect ownership of at least a majority of the securities having the right to vote for the election of directors, and (ii) in the case of a non-corporate entity, direct or indirect ownership of at least a majority of the equity interests with the power to direct the management and policies of such non-corporate entity.

"Agreement" means this Asset Purchase Agreement, including all Schedules and Exhibits hereto, as it may be amended from time to time in accordance with its terms.

"Buyer" has the meaning set forth in the preamble hereto.

"Business Day" means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

"Closing" means the closing of the purchase and sale of the Fight Library contemplated by this Agreement which shall occur substantially concurrently with the closing of the IPO.

"Closing Date" means the date set forth in Section 4.1.

"Copyright Transfer Agreement" means the Copyright Transfer Agreement in substantially the form attached hereto as Exhibit A.

"Confidential Information" has the meaning set forth in Section 12.3.

"Encumbrance" shall mean any interest, consensual or otherwise, in property, whether real, personal or mixed property or assets, tangible or intangible, securing an obligation owed to, or a claim by a third Person, or otherwise evidencing an interest of a Person other than the owner of the property, whether such interest is based on common law, statute or contract, and including, but not limited to, any security interest, security title or lien arising from a mortgage, recordation of abstract of judgment, deed of trust, deed to secure debt, encumbrance, restriction, charge, covenant, claim, exception, encroachment, easement, right of way, license, permit, pledge, conditional sale, option trust (constructive or otherwise) or trust receipt or a lease, consignment or bailment for security purposes and other title exceptions and encumbrances affecting the property.

"Escrow Agent" means Mazzeo Song & Bradham LLP.

"Escrow Agreement" means the Escrow Agreement in substantially the form attached hereto as Exhibit B.

"Future Shows" has the meaning set forth in Section 9.3.

"Copyrights" means (a) any rights in original works of authorship fixed in any tangible medium of expression as set forth in 17 U.S.C. § 101 *et. seq*.; (b) all registrations for and applications to register the foregoing anywhere in the world; (c) all foreign counterparts and analogous rights anywhere in the world; and (d) all rights in and to any of the foregoing, in each case related to the Fight Library.

"IPO" means an underwritten public offering of shares of Common Stock or other equity interests which generates cash proceeds sufficient to close on the Target Company Transactions pursuant to which the Common Stock or other equity interests will be listed or quoted on a Trading Market.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation (including rules of any self-regulatory organization).

"Order" shall mean any: (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court or other Governmental Authority; or (b) agreement with any Governmental Authority entered into in connection with any Proceeding.

"Other Agreements" means, collectively, the Copyright Assignment Agreement and the Agreement.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, trust or unincorporated organization, governmental entity, government or any agency or political subdivision thereof.

"Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

"Purchase Price" has the meaning set forth in Section 3.1.

"Registration Statement" has the meaning set forth in the recitals.

"Seller" has the meaning set forth in the preamble hereto.

"Target Companies" has the meaning set forth in the recitals.

"Target Company Transactions" has the meaning set forth in the recitals.

"Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the American Stock Exchange, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

ARTICLE 2
PURCHASE AND SALE

2.1 Agreement to Purchase and Sell Fight Library. Subject to the terms and conditions contained herein, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, free and clear from all Encumbrances, all of Seller's right, title and interest in and to the Copyrights in the Fight Library.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price. The purchase price ("Purchase Price") for the Copyrights in the Fight Library shall be One Hundred and Fifty-Five Thousand and no/100 dollars ($155,000.00).

3.2 Payment of Purchase Price. Subject to Section 3.3 below, the Purchase Price shall be paid in cash at the Closing.

3.3 Escrow. Upon the Effective Date Buyer will deliver Fifteen Thousand Five Hundred and no/100 dollars ($15,500.00) of the Purchase Price to the Escrow Agent to be placed in escrow under the terms of the Escrow Agreement and will be released to Seller on the earlier of the Closing Date or March 1, 2016.

ARTICLE 4
CLOSING

4.1 Closing Date. The Closing shall take place substantially concurrently with the closing of the IPO (such date, the "Closing Date") at a place and location to be agreed upon between Buyer and Seller, subject to the satisfaction or waiver of each of the conditions set forth in Article 8.

4.2 Transactions at Closing. At the Closing, subject to the terms and conditions hereof:

(a) Transfer of Copyrights to Fight Library and Seller's Closing Deliveries. Seller shall transfer and convey or cause to be transferred and conveyed to Buyer all of the Copyrights to the Fight Library and Seller shall execute and deliver to Buyer each of the Other Agreements and such other good and sufficient instruments of transfer and conveyance as shall be necessary to vest in Buyer title to all of the Copyrights to the Fight Library or as shall be reasonably requested by the Buyer. The Seller shall also deliver to Buyer the Seller Officer's Certificate required by Section 8.2(b) and all other documents required to be delivered by Seller at Closing pursuant hereto.

(b) Payment of Purchase Price. In consideration for the transfer of the the Copyrights to the Fight Library and other transactions contemplated hereby Buyer shall deliver the Purchase Price to the Seller and shall execute and deliver to Seller each of the Other Agreements, as well as the Buyer Officer's Certificate required by Section 8.1(b) and all other documents required to be delivered by Buyer at Closing pursuant hereto or as shall be reasonably requested by Seller.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

5 . 1 Organization. Seller is a corporation duly organized and validly existing in good standing under the laws of the State of New York.

5.2 Due Authorization.

(a) Seller has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements, and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Seller, including approval of this Agreement and the Other Agreements by the board of directors of the Seller.

(b) Subject to obtaining any consents of Persons listed on Schedule 5.5, the signing, delivery and performance of this Agreement and the Other Agreements by Seller is not prohibited or limited by, and will not result in the breach of or a default under, or conflict with any obligation of Seller with respect to the Copyrights in the Fight Library under any material agreement or instrument to which Seller is a party. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Seller and constitutes, or, in the case of the Other Agreements, will constitute, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

5 . 3 Title. Other than as set forth on Schedule 5.3, the Copyrights in the Fight Library are owned legally and beneficially by Seller with good and transferable title thereto, free and clear of all Encumbrances. At the Closing, Buyer will receive legal and beneficial title to all of the Copyrights in the Fight Library, free and clear of all Encumbrances.

5 . 4 Intellectual Property. Identified on Schedule 5.4 is a complete and accurate list of the Copyrights in the Fighter Library setting forth (a) the date the audiovisual work was recorded, (b) the author of the work, (c) the agreement pursuant to which the Seller's rights in the audiovisual work have been assigned to Seller or otherwise vest, (d) the fighters on the card depicted in the audiovisual work, and (e) the duration of the audiovisual work. Except as set forth on Schedule 5.4, the Copyrights in the Fighter Library is owned free and clear of all Encumbrances. Except as set forth on Schedule 5.4, the Copyrights in the Fighter Library is not the subject of any pending adverse claim or, to Seller's knowledge, the subject of any threatened litigation or claim of infringement or misappropriation. Except as set forth on Schedule 5.4, the Seller has not violated the terms of any license pursuant to which any part of the Copyrights in the Fighter Library has been licensed by the Seller. To Seller's knowledge, except as set forth on Schedule 5.4, the Copyrights in the Fighter Library does not infringe on any intellectual property rights of any other Person. Except as set forth on Schedule 5.4, the Copyrights in the Fighter Library will continue to be available for use by Buyer from and after the Closing at no additional cost to Buyer.

5.5 Consents. Except as set forth on Schedule 5.5, no notice to, filing with, authorization of, exemption by, or consent of any Person is required for Seller to consummate the transactions contemplated hereby.

5 . 6 Absence of Undisclosed Liabilities. To Seller's knowledge, Seller has not incurred any material liabilities or obligations with respect to the Copyrights in the Fight Library (whether accrued, absolute, contingent or otherwise), which continue to be outstanding, except as otherwise expressly disclosed in this Agreement.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

6.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own its property and to carry on its business as it is now being conducted.

6 . 2 Due Authorization. Buyer has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Buyer. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Buyer and constitutes, or, in the case of the Other Agreements will constitute, the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

ARTICLE 7
COVENANTS AND CONDUCT OF SELLER
FROM THE DATE OF EXECUTION OF THIS AGREEMENT TO THE CLOSING DATE

Seller and the Seller, jointly and severally, covenant that from the date of the execution of this Agreement to the Closing Date, Seller shall:

7.1 Encumbrance of Copyrights in the Fighter Library. Not cause any Encumbrance of any kind to be placed upon any of the Copyrights in the Fight Library.

7.2 Disposition of Copyrights in the Fighter Library. Not sell or transfer any of the Copyrights in the Fight Library, except for single commercial end user licenses on a fight-by-fight basis in each case in the ordinary course of business and consistent with past practice.

ARTICLE 8
CONDITIONS TO CLOSING

8.1 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Seller):

(a) Performance of Agreements and Conditions. All agreements and covenants to be performed and satisfied by Buyer hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Buyer in all material respects.

(b) Representations and Warranties True. The representations and warranties of Buyer contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Buyer contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller of the transactions contemplated by this Agreement taken as a whole, in each such case on and as of the Closing Date, with the same effect as though made on and as of the Closing Date, and there shall be delivered to Seller on the Closing Date a certificate, in form of Exhibit C attached hereto, executed by the Chief Executive Officer of Buyer to that effect (the "Buyer Officer's Certificate").

(c) Payment of Purchase Price. Buyer shall have paid the Purchase Price.

(d) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Copyrights in the Fight Library contemplated hereby.

(e) Other Agreements. Buyer shall have delivered to Seller a duly executed copy of each of the Other Agreements.

(f) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any agreement related to the Copyrights in the Fighter Library for Seller to assign it rights to the Copyrights in the Fighter Library to Buyer as contemplated by this Agreement.

8.2 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Buyer):

(a) Performance of Agreements and Covenants. All agreements and covenants to be performed and satisfied by Seller hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Seller in all material respects.

(b) Representations and Warranties True. The representations and warranties of Seller contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Seller contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the Copyrights in the Fight Library, in each such case on and as of the Closing Date with the same effect as though made on and as of the Closing Date (except for those representations and warranties that specifically refer to some other date), and there shall be delivered by Seller on the Closing Date a certificate, in form of Exhibit D attached hereto, executed by the Chief Executive Officer of Seller to that effect (the "Seller Officer's Certificate").

(c) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Copyrights in the Fight Library contemplated hereby.

(d) Other Agreements. Seller shall have delivered to Buyer a duly executed copy of each of the Other Agreements to which it is a party.

(e) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any agreement for Seller to assign it rights in the Copyrights in the Fighter Library to Buyer as contemplated by this Agreement.

(f) IPO. Buyer shall have completed the IPO.

ARTICLE 9
POST-CLOSING COVENANTS, OTHER AGREEMENTS

9.1 Availability of Records. After the Closing, Buyer, shall make available to Seller as reasonably requested by Seller, its agents and representatives, all information, records and documents relating to the Copyrights in the Fight Library for all periods prior to Closing. Prior to destroying any records related to the Copyrights in the Fighter Library for the period prior to the Closing, Buyer shall notify Seller ninety (90) days in advance of any such proposed destruction of its intent to destroy such records, and Buyer will permit Seller to retain any such records.

9.2 Post-Closing Delivery. Seller agrees to arrange for physical delivery to Buyer of all audiovisual works and records related to the Copyrights in the Fight Library in Seller's possession. The Copyrights in the Fight Library will be delivered to Buyer in electronic form consistent with common industry practice.

9.3 Additional Copyrights. From and after the Closing Buyer shall have the exclusive right to create audiovisual works memorializing any and all kickboxing and mixed martial arts events promoted by Seller or Louis Neglia, or any Person owned or controlled by Seller or Louis Neglia, whether promoted under the "Ring of Combat", "Louis Neglia's Ring of Combat", or the "Louis Neglia's Kickboxing" brands ("Future Shows"). Seller shall notify Buyer at the beginning of each calendar year (at least 30 days prior to the first scheduled promotion) with a proposed schedule of Future Shows for the upcoming year including the event venue. Buyer will identify which particular Future Shows it intends to record within 30 days of receipt of the schedule of Future Shows. Seller shall have the right to record (or have any other Person record) any Future Shows that Buyer elects not to record and shall retain all rights in such Future Shows. For each MMA event Buyer elects to record it shall pay Seller the sum of $2,000.00, and for each kickboxing event Buyer elects to record it shall pay Seller the sum of $1,000.00, in each case due at the date of the relevant event. Buyer shall exclusively own all copyrights in and to any Future Shows recorded by Buyer or its agents. Buyer shall be responsible for complying with all policies or other requirements for audiovisual recordings at the venue where such Future Show is to be held and shall be solely responsible for the audiovisual production elements of the show and the expenses related thereto (number of cameras, format, lighting, etc.).

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification by Seller. Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against any Losses (defined below) resulting from the breach of any representations, warranties, covenants or agreements made by Seller in this Agreement or the Other Agreements. For purposes of this Agreement, "Losses" shall mean all actual liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including, without limitation, reasonable attorneys', accountants' and consultants' fees and expenses and court costs, including punitive, indirect, consequential or other similar damages. Losses shall include punitive, indirect, consequential or similar damages only for claims brought by third parties.

10.2 Certain Limitations. Notwithstanding anything to the contrary contained in this Agreement: (i) Seller shall not be required to indemnify Buyer hereunder for its breach of any representation or warranty unless and until the aggregate amount of Losses arising from such types of breaches shall exceed $25,000.00 and at such time as the aggregate amount of Losses exceeds such amount the obligation to indemnify shall include all Losses including the first $25,000.00; and (ii) Seller shall not be liable to provide indemnification hereunder in an aggregate amount in excess of the Purchase Price.

ARTICLE 11
TERMINATION AND SURVIVAL

11.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing Date as follows:

(a) with the mutual consent of Buyer and Seller;

(b) by Buyer, if it is not then in material breach of its obligations under this Agreement and if (A) any of Seller's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.2(b) would not be satisfied, or (B) any of covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.2(a) would not be satisfied; provided, however, that Buyer shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Seller unless Seller fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Buyer of such inaccuracy or breach; or

(c) by Seller, if it is not then in material breach of its obligations under this Agreement and if (A) any of Buyer's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) would not be satisfied, or (B) any of Buyer's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) would not be satisfied; provided, however, that Seller shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Buyer unless Buyer fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Seller of such inaccuracy or breach.

(d) by Buyer or Seller if the Closing has not occurred on or prior to June 30, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

11.2 Procedure Upon Termination. In the event of termination and abandonment by Buyer or Seller, or both, pursuant to Section 11.1 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Copyrights in the Fight Library hereunder shall be abandoned, without further action by Buyer or Seller. If this Agreement is terminated as provided herein each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

11.3 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Buyer or Seller; provided, however, that the obligations of the parties set forth in Article 10, this Section 11.3 and Sections 12.2, 12.3, 12.5, 12.6, 12.8, 12.12, and 12.13 hereof shall survive any such termination and shall be enforceable hereunder.

(b) Nothing in this Section 11.3 shall relieve Buyer or Seller of any liability for a material breach of this Agreement prior to the date of termination, the damages recoverable by the non-breaching party shall include all attorneys' fees reasonably incurred by such party in connection with the transactions contemplated hereby.

11.4 Survival of Representations and Warranties . Except with respect to (a) the covenants of Buyer and Seller which are intended to survive the Closing, (b) Seller's representations provided for in Section 5.2(a) and 5.3 which survive indefinitely, (c) Seller's representations provided for in Sections 5.4 which survive until the applicable statute of limitations expires with respect to claims arising under such Section, and (d) Buyer's representation provided for in Section 6.2 which survives indefinitely, the representations and warranties of each of the parties hereto shall survive the Closing for a period of twenty-four (24) months.

ARTICLE 12
MISCELLANEOUS

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall be made by either party without the prior express written consent of the other party.

12.2 Confidentiality. All information gained by either party concerning the other as a result of the transactions contemplated hereby ("Confidential Information"), including the execution and consummation of the Target Transactions and the transactions contemplated hereby and the terms thereof and information obtained by Buyer and its representatives in conducting due diligence respecting Seller and the Copyrights in the Fight Library, will be kept in strict confidence. All Confidential Information will be used only for the purpose of consummating the transactions contemplated hereby. Following the Closing, all Confidential Information relating to the Copyrights in the Fighter Library disclosed by Seller to Buyer shall become the Confidential Information of Buyer. Neither Seller nor Buyer shall, without having previously informed the other party about the form, content and timing of any such announcement, make any public disclosure with respect to the Confidential Information or transactions contemplated hereby, except:

(a) As may be required by the Securities Act for inclusion in the Registration Statement; or

(b) As may be required by applicable Law provided that, in any such event, the party required to make the disclosure will (I) provide the other party with prompt written notice of any such requirement so that such other party may seek a protective order or other appropriate remedy, (II) consult with and exercise in good faith all reasonable efforts to mutually agree with the other party regarding the nature, extent and form of such disclosure, (III) limit disclosure of Confidential Information to what is legally required to be disclosed, and (IV) exercise its best efforts to preserve the confidentiality of any such Confidential Information; or

(c) Buyer may disclose the terms of this Agreement and the transactions contemplated hereby to an actual or prospective underwriter, lender, investor, partner or agent, subject to a non-disclosure agreement pursuant to which such lender, investor, partner or agent agrees to be bound by the terms of this Section 12.2; or

(d) Disclosure to a party's representatives and advisors in connection with advising such party and preparing its tax returns.

12.3 Expenses. Each party shall bear its own expenses with respect to the transactions contemplated by this Agreement.

1 2 . 4 Severability. Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

12.5 Entire Agreement. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all of the parties hereto. This Agreement and the Other Agreements contain the entire agreement of the parties hereto with respect to the transactions covered hereby, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof.

12.6 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied (including Article 10), shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

12.7 Waiver. The failure of any party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any waiver hereunder shall be effective only if delivered to the other party hereto in writing by the party making such waiver.

12.8 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

12.9 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

12.10 Counterparts. The parties may execute this Agreement in one or more counterparts, and each fully executed counterpart shall be deemed an original.

12.11 Further Documents. Each of Buyer and Seller shall, and shall cause its respective Affiliates to, at the request of another party, execute and deliver to such other party all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

12.12 Notices. All communications, notices and consents provided for herein shall be in writing and be given in person or by means of facsimile (with request for assurance of receipt in a manner typical with respect to communications of that type and confirmation by mail), by overnight courier or by registered or certified mail, and shall become effective: (a) on delivery if given in person; (b) on the date of transmission if sent by facsimile; (c) one (1) Business Day after delivery to the overnight service; or (d) four (4) Business Days after being mailed, with proper postage and documentation, for first-class registered or certified mail, prepaid.

Notices shall be addressed as follows:

If to Buyer, to:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

If to Seller, to:

Louis Neglia's Martial Arts Karate, Inc.
d/b/a Louis Neglia's Ring of Combat
65 Avenue U
Brooklyn, NY 11223
Attention: Louis Neglia
Phone: (516) 458-4989

provided, however, at the time of mailing or within three (3) Business Days thereafter there is or occurs a labor dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any communication, notice or consent provided for herein shall be given in person or by means of facsimile or by overnight courier, and further provide that if any party shall have designated a different address by notice to the others, then to the last address so designated.

12.13 Schedules. Buyer and Seller agree that any disclosure in any Schedule attached hereto shall (a) constitute a disclosure only under such specific Schedule and shall not constitute a disclosure under any other Schedule referred to herein unless a specific cross-reference to another Schedule is provided or such disclosure is otherwise clear from the context of the disclosure in such Schedule and (b) not establish any threshold of materiality. Seller or Buyer may, from time to time prior to or at the Closing, by notice in accordance with the terms of this Agreement, supplement or amend any Schedule, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein. No such supplemental or amended Schedule shall be deemed to cure any breach for purposes of Section 8.2(b). If, however, the Closing occurs, any such supplement and amendment will be effective to cure and correct for all other purposes any breach of any representation, warranty, covenant or obligation which would have existed if Seller or Buyer had not made such supplement or amendment, and all references to any Schedule hereto which is supplemented or amended as provided in this Section 12.13 shall for all purposes at and after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

12.14 Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other gender as the context requires.

12.15 Knowledge. As used herein, Seller will be deemed to have knowledge of a particular fact or matter only if Louis Neglia is actually aware of the fact or matter, or with the exercise of reasonable diligence should have been aware of the fact or mater.

12.16 Submission to Jurisdiction. Each of Buyer and Seller (a) submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or any other federal or state court in the State of Delaware if it is determined that the Court of Chancery does not have jurisdiction over such action) in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined only in any such court, and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto. Either party may make service on the other party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 12.12. Nothing in this Section 12.16, however, shall affect the right of any Party to serve legal process in any other manner permitted by law.

12.17 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY MATTER WHICH IS THE SUBJECT OF THIS AGREEMENT, THE OTHER AGREEMENTS OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[*Signature Page to Fight Library Copyright Purchase Agreement Follows*]

[*Signature Page to Fight Library Copyright Purchase Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

LOUIS NEGLIA'S MARTIAL ARTS KARATE, INC.

By: _____
Name: Louis Neglia
Title: CEO

BUYER:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXHIBITS AND SCHEDULES

Exhibits

Exhibit A:	Form of Copyright Transfer Agreement
Exhibit B:	Form of Escrow Agreement
Exhibit C:	Form of Buyer Officer's Certificate
Exhibit D:	Form of Seller Officer's Certificate

Schedules

Schedule 5.3	Title
Schedule 5.4	Intellectual Property
Schedule 5.5	Required Consents

Exhibit A

COPYRIGHT TRANSFER AGREEMENT

This COPYRIGHT TRANSFER AGREEMENT dated as of _____ __, 2016 is entered into by and among LOUIS NEGLIA'S MARTIAL ARTS KARATE, INC., a New York corporation (" Assignor") and ALLIANCE MMA, INC., a Delaware corporation ("Assignee") and is delivered pursuant to, and subject to the terms of, that certain FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT, dated as of September 15, 2015 (the "Copyright Purchase Agreement"), by and among Assignor and Assignee.

WHEREAS, Assignor has good and marketable rights and title in and to copyrights listed on Schedule 1 attached hereto (the "Copyrights"); and

WHEREAS, Assignee desires to acquire Assignor's rights and title in and to the Copyrights and Assignor desires to assign to the Assignee its rights and title in and to the Copyrights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers, assigns and otherwise conveys to Assignee, all of Assignor's rights, title, and interest in, to, and under the following:

A. the Copyrights and applications for registration of copyrights included in the Copyrights, and all corresponding rights, including, without limitation, moral rights, that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect; and

B. all proceeds of the Copyrights transferred pursuant to subsection 1(A) above, including, without limitation, the right to sue for, and collect on, (i) any claim by Assignor against third parties for past, present, or future infringement of the such Copyrights, and (ii) any income, royalties, or payments due or payable and related exclusively to such Copyrights as of the date of this assignment or thereafter.

2. Assignor authorizes the pertinent officials of the United States Copyright Office and the pertinent official of similar offices or governmental agencies in any applicable jurisdictions outside the United States to record the transfer of the Copyrights and related registrations and applications for registration set forth on Schedule A to Assignee as assignee of Assignor's entire rights, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect the assignment specified herein or to confirm Assignee's ownership of the Copyrights.

3. The terms of the Copyright Purchase Agreement are incorporated herein by reference. Except as set forth herein, the rights and obligations of the Assignor and Assignee set forth in the Copyright Purchase Agreement remain unmodified. Capitalized terms used herein or in the Schedule A hereto but not otherwise defined herein or in the Schedule 1 hereto shall have the respective meanings given to them in the Copyright Purchase Agreement.

4. This Copyright Transfer Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

5. This Copyright Transfer Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page for Copyright Transfer Agreement to follow*]

[*Signature Page for Copyright Property Transfer Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Intellectual Property Transfer Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

LOUIS NEGLIA'S MARTIAL ARTS KARATE, INC.

By: _____
Name: Louis Neglia
Title: CEO

ASSIGNEE:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

SCHEDULE A

COPYRIGHTS

The Ring of Combat Fight Library including all Ring of Combat MMA and Kick Boxing Event Shows listed in the Go Fight Live MMA video database including any derivative works of such shows, together with all other copyrights in and to all the copyrightable materials included in the Copyrights in the Fight Library.

Exhibit B

ESCROW AGREEMENT

This Escrow Agreement (the "Agreement"), dated as of _____ __, 2016 (the "Effective Date") is entered into by and among ALLIANCE MMA, INC., a Delaware corporation ("Company"), NEGLIA'S MARTIAL ARTS KARATE, INC., a New York corporation ("Seller"), and Mazzeo Song & Bradham LLP, a New York limited liability partnership ("Escrow Agent") and is delivered pursuant to, and subject to the terms of, that certain Fight Library Copyright Purchase Agreement, dated as of September 15, 2015 (the "Copyright Purchase Agreement"), by and among Company and Seller. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Copyright Purchase Agreement.

WHEREAS, as an inducement for the Seller to enter into the Copyright Purchase Agreement the Company has agreed to place $15,500.00 in escrow to be credited against the Purchase Price for the Copyrights to the Fight Library.

WHEREAS, pursuant to the requirements of the Copyright Purchase Agreement, the Company, the Seller and the Escrow Agent have agreed to establish an escrow on the terms and conditions set forth in this Agreement;

WHEREAS, the Escrow Agent has agreed to act as escrow agent pursuant to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises of the parties and the terms and conditions hereof, the parties hereby agree as follows:

1. Appointment of Escrow Agent. The Seller and the Company hereby appoint Mazzeo Song & Bradham LLP as Escrow Agent to act in accordance with the terms and conditions set forth in this Agreement, and Escrow Agent hereby accepts such appointment and agrees to act in accordance with such terms and conditions.

2. Establishment of Escrow. Upon the Effective Date, the Company shall deliver, or cause to be delivered, to the Escrow Agent cash in the amount of Twenty Five Thousand and no/100 dollars ($25,000.00) the ("Escrowed Funds").

3. Release of the Escrowed Funds. The Escrow Agent shall release the Escrowed Funds to the Seller upon the earlier of the Closing Date and March 1, 2016.

4. Duration. This Agreement shall terminate on the earlier of the Closing Date and March 1, 2016.

5 . Interpleader. Should any controversy arise among the parties hereto with respect to this Agreement or with respect to the right to receive the Escrowed Funds, the Escrow Agent shall have the right to consult counsel and/or to institute an appropriate interpleader action to determine the rights of the parties. Escrow Agent is also each hereby authorized to institute an appropriate interpleader action upon receipt of a written letter of direction executed by the parties so directing the Escrow Agent. If Escrow Agent is directed to institute an appropriate interpleader action, it shall institute such action not prior to thirty (30) days after receipt of such letter of direction and not later than sixty (60) days after such date. Any interpleader action instituted in accordance with this Section 5 shall be filed in any court of competent jurisdiction in the State of New York, and the Escrowed Funds shall be deposited with the court and in such event Escrow Agent shall be relieved of and discharged from any and all obligations and liabilities under and pursuant to this Agreement with respect to the Escrow Funds and any other obligations hereunder.

6. Exculpation and Indemnification of Escrow Agent.

(a) Escrow Agent is not a party to, and is not bound by or charged with notice of any agreement out of which this escrow may arise. Escrow Agent acts under this Agreement as a depositary only and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of the escrow, or any part thereof, or for the form or execution of any notice given by any other party hereunder, or for the identity or authority of any person executing any such notice. Escrow Agent will have no duties or responsibilities other than those expressly set forth herein. Escrow Agent will be under no liability to anyone by reason of any failure on the part of any party hereto (other than Escrow Agent) or any maker, endorser or other signatory of any document to perform such Person's obligations hereunder or under any such document. Except for this Agreement and instructions to Escrow Agent pursuant to the terms of this Agreement, Escrow Agent will not be obligated to recognize any agreement between or among any or all of the Persons referred to herein, notwithstanding its knowledge thereof.

(b) Escrow Agent will not be liable for any action taken or omitted by it, or any action suffered by it to be taken or omitted, absent gross negligence or willful misconduct. Escrow Agent may rely conclusively on, and will be protected in acting upon, any order, notice, demand, certificate, or opinion or advice of counsel (including counsel chosen by Escrow Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which is reasonably believed by Escrow Agent to be genuine and to be signed or presented by the proper Person or Persons. The duties and responsibilities of the Escrow Agent hereunder shall be determined solely by the express provisions of this Agreement and no other or further duties or responsibilities shall be implied, including, but not limited to, any obligation under or imposed by any laws of the State of New York upon fiduciaries.

(c) The Company and the Seller each hereby, jointly and severally, indemnify and hold harmless Escrow Agent and its principals, partners, agents, employees and affiliates from and against any expenses, including reasonable attorneys' fees and disbursements, damages or losses suffered by Escrow Agent in connection with any claim or demand, which, in any way, directly or indirectly, arises out of or relates to this Agreement or the services of Escrow Agent hereunder; except, that if Escrow Agent is guilty of willful misconduct, gross negligence or fraud under this Agreement, then Escrow Agent will bear all losses, damages and expenses arising as a result of such willful misconduct, gross negligence or fraud. Promptly after the receipt by Escrow Agent of notice of any such demand or claim or the commencement of any action, suit or proceeding relating to such demand or claim, Escrow Agent will notify the other parties hereto in writing. For the purposes hereof, the terms "expense" and "loss" will include all amounts paid or payable to satisfy any such claim or demand, or in settlement of any such claim, demand, action, suit or proceeding settled with the express written consent of the parties hereto, and all costs and expenses, including, but not limited to, reasonable attorneys' fees and disbursements, paid or incurred in investigating or defending against any such claim, demand, action, suit or proceeding. The provisions of this Section 8 shall survive the termination of this Agreement.

7. Resignation of Escrow Agent. At any time, upon ten (10) Business Days' written notice to the Company, Escrow Agent may resign and be discharged from its duties as Escrow Agent hereunder. As soon as practicable after its resignation, Escrow Agent will promptly turn over to a successor escrow agent appointed by the Company the Escrow Shares held hereunder upon presentation of a document appointing the new escrow agent and evidencing its acceptance thereof. If, by the end of the 10-day period following the giving of notice of resignation by Escrow Agent, the Company shall have failed to appoint a successor escrow agent, Escrow Agent may interplead the Escrow Shares into the registry of any court having jurisdiction.

8 . Records. Escrow Agent shall maintain accurate records of all transactions hereunder. Promptly after the termination of this Agreement or as may reasonably be requested by the parties hereto from time to time before such termination, Escrow Agent shall provide the parties hereto, as the case may be, with a complete copy of such records, certified by Escrow Agent to be a complete and accurate account of all such transactions. The authorized representatives of each of the parties hereto shall have access to such books and records at all reasonable times during normal business hours upon reasonable notice to Escrow Agent and at the requesting party's expense.

9 . Notice. All notices, communications and instructions required or desired to be given under this Agreement must be in writing and shall be deemed to be duly given if sent by registered or certified mail, return receipt requested, or overnight courier, to the addresses set forth in the Asset Purchase Agreement or provided to the Escrow Agent in writing under separate cover.

10. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. Assignment and Modification. This Agreement and the rights and obligations hereunder of any of the parties hereto may not be assigned without the prior written consent of the other parties hereto. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns. No other Person will acquire or have any rights under, or by virtue of, this Agreement. No portion of the Escrow Shares shall be subject to interference or control by any creditor of any party hereto, or be subject to being taken or reached by any legal or equitable process in satisfaction of any debt or other liability of any such party hereto prior to the cancellation or disbursement thereof to such party hereto in accordance with the provisions of this Agreement. This Agreement may be amended or modified only in writing signed by all of the parties hereto.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

13. Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

14. Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party (unless such other party is the Escrow Agent), which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief that may be awarded.

[*Signature Page to Escrow Agreement Follows*]

[*Signature Page to Escrow Agreement*]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth opposite their respective names.

ESCROW AGENT:

Mazzeo Song & Bradham LLP

By: _____
Name: Robert L. Mazzeo, Esq.
Title: Partner

SELLER:

LOUIS NEGLIA'S MARTIAL ARTS KARATE, INC.

By: _____
Name: Louis Neglia
Title: CEO

COMPANY:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

Exhibit C

OFFICER'S CERTIFICATE
OF
ALLIANCE MMA, INC.

Reference is made to that certain FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT (the "Agreement"), dated as of September 15, 2015 (the "Effective Date") by and among LOUIS NEGLIA'S MARTIAL ARTS KARATE, INC., a New York corporation (" Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Buyer on the Closing Date, that:

(a) he is the Chief Executive Officer of Buyer, and

(b) each of the conditions specified in clauses (a) through (f) of Section 8.1 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Buyer contained in Article 6 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller or the Seller of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

ALLIANCE MMA, INC.

By: _____
Name:
Title: Chief Executive Officer

Exhibit D

OFFICER'S CERTIFICATE
OF
LOUIS NEGLIA'S MARTIAL ARTS KARATE, INC.

FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT (the " Agreement"), dated as of September 15, 2015 (the "Effective Date") by and among LOUIS NEGLIA'S MARTIAL ARTS KARATE, INC., a New York corporation (" Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Seller on the Closing Date, that:

(a) he is the Chief Executive Officer of Seller, and

(b) each of the conditions specified in clauses (a) through (f) of Section 8.2 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Seller and the Seller contained in Article 5 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller and the Seller contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Buyer of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

LOUIS NEGLIA'S MARTIAL ARTS KARATE, INC.

By: _____
Name: Louis Neglia
Title: Chief Executive Officer

Exhibit 10.9

FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT

THIS FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT (the "Agreement"), dated as of February 23, 2016 (the "Effective Date"), is entered into by and among HOSS PROMOTIONS, LLC, a New York corporation ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer").

WHEREAS, Seller owns rights in the copyrighted audio visual recordings of certain mixed martial arts promotions conducted under the "Cage Fury Fighting Championships" or "CFFC" (the "Fight Library"); and

WHEREAS, the Buyer desires to purchase the Seller's interests in the Fight Library together with the assets of approximately fifteen other companies (the "Target Companies") primarily engaged in the business of promoting and conducting mixed martial arts events throughout the United States or providing services related to such events; and

WHEREAS, the closing of the acquisition of the assets of the Target Companies, including the closing of the transactions contemplated by this Agreement (collectively, the "Target Company Transactions") will occur substantially contemporaneously with the consummation of an initial underwritten public offering of Buyer's common stock (as more particularly defined herein, the "IPO"); and

WHEREAS, the IPO and the Target Company Transactions will be described in a Registration Statement on Form S-1 of the Buyer (the "Registration Statement") that will be filed with the Securities and Exchange Commission ("Commission") pursuant to the Securities Act of 1933, as amended, and the rules and regulations thereunder ("Securities Act"); and

WHEREAS, the Seller desires to provide for the sale of the Fight Library on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. The following terms have the following meanings when used herein:

"Affiliate" shall mean a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, the terms "control," "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person and, in the case of an entity, shall require (i) in the case of a corporate entity, direct or indirect ownership of at least a majority of the securities having the right to vote for the election of directors, and (ii) in the case of a non-corporate entity, direct or indirect ownership of at least a majority of the equity interests with the power to direct the management and policies of such non-corporate entity.

"Agreement" means this Asset Purchase Agreement, including all Schedules and Exhibits hereto, as it may be amended from time to time in accordance with its terms.

"Buyer" has the meaning set forth in the preamble hereto.

"Business Day" means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

"Closing" means the closing of the purchase and sale of the Fight Library contemplated by this Agreement which shall occur substantially concurrently with the closing of the IPO.

"Closing Date" means the date set forth in Section 4.1.

"Copyright Transfer Agreement" means the Copyright Transfer Agreement in substantially the form attached hereto as Exhibit A.

"Confidential Information" has the meaning set forth in Section 12.3.

"Encumbrance" shall mean any interest, consensual or otherwise, in property, whether real, personal or mixed property or assets, tangible or intangible, securing an obligation owed to, or a claim by a third Person, or otherwise evidencing an interest of a Person other than the owner of the property, whether such interest is based on common law, statute or contract, and including, but not limited to, any security interest, security title or lien arising from a mortgage, recordation of abstract of judgment, deed of trust, deed to secure debt, encumbrance, restriction, charge, covenant, claim, exception, encroachment, easement, right of way, license, permit, pledge, conditional sale, option trust (constructive or otherwise) or trust receipt or a lease, consignment or bailment for security purposes and other title exceptions and encumbrances affecting the property.

"Copyrights" means (a) any rights in original works of authorship fixed in any tangible medium of expression as set forth in 17 U.S.C. § 101 *et. seq*.; (b) all registrations for and applications to register the foregoing anywhere in the world; (c) all foreign counterparts and analogous rights anywhere in the world; and (d) all rights in and to any of the foregoing, in each case related to the Fight Library.

"IPO" means an underwritten public offering of shares of Common Stock or other equity interests which generates cash proceeds sufficient to close on the Target Company Transactions pursuant to which the Common Stock or other equity interests will be listed or quoted on a Trading Market.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation (including rules of any self-regulatory organization).

"Order" shall mean any: (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court or other Governmental Authority; or (b) agreement with any Governmental Authority entered into in connection with any Proceeding.

"Other Agreements" means, collectively, the Copyright Assignment Agreement and the Agreement.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, trust or unincorporated organization, governmental entity, government or any agency or political subdivision thereof.

"Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

"Purchase Price" has the meaning set forth in Section 3.1.

"Registration Statement" has the meaning set forth in the recitals.

"Seller" has the meaning set forth in the preamble hereto.

"Target Companies" has the meaning set forth in the recitals.

"Target Company Transactions" has the meaning set forth in the recitals.

"Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the American Stock Exchange, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

ARTICLE 2
PURCHASE AND SALE

2 . 1 Agreement to Purchase and Sell Fight Library. Subject to the terms and conditions contained herein, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, free and clear from all Encumbrances, all of Seller's right, title and interest in and to the Copyrights in the Fight Library.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price. The purchase price ("Purchase Price") for the Copyrights in the Fight Library shall be Three Hundred Thousand and no/100 dollars ($300,000.00).

3.2 Payment of Purchase Price. The Purchase Price shall be paid at the Closing by delivery:

(a) To Seller of One Hundred Thousand and no/100 dollars ($100,000.00) in cash by wire transfer of immediately available funds to the account designated by Seller at least two (2) Business Days prior to the Closing Date; and

(b) To Seller of number of shares of Common Stock (rounded to the nearest whole number) equal to Two Hundred Thousand and no/100 dollars ($200,000.00) divided by the IPO Price.

ARTICLE 4
CLOSING

4.1 Closing Date. The Closing shall take place substantially concurrently with the closing of the IPO (such date, the "Closing Date") at a place and location to be agreed upon between Buyer and Seller, subject to the satisfaction or waiver of each of the conditions set forth in Article 8.

4.2 Transactions at Closing. At the Closing, subject to the terms and conditions hereof:

(a) Transfer of Copyrights to Fight Library and Seller's Closing Deliveries. Seller shall transfer and convey or cause to be transferred and conveyed to Buyer all of the Copyrights to the Fight Library and Seller shall execute and deliver to Buyer each of the Other Agreements and such other good and sufficient instruments of transfer and conveyance as shall be necessary to vest in Buyer title to all of the Copyrights to the Fight Library or as shall be reasonably requested by the Buyer. The Seller shall also deliver to Buyer the Seller Officer's Certificate required by Section 8.2(b) and all other documents required to be delivered by Seller at Closing pursuant hereto.

(b) Payment of Purchase Price. In consideration for the transfer of the the Copyrights to the Fight Library and other transactions contemplated hereby Buyer shall deliver the Purchase Price to the Seller and shall execute and deliver to Seller each of the Other Agreements, as well as the Buyer Officer's Certificate required by Section 8.1(b) and all other documents required to be delivered by Buyer at Closing pursuant hereto or as shall be reasonably requested by Seller.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

5 . 1 Organization. Seller is a corporation duly organized and validly existing in good standing under the laws of the State of New York.

5.2 Due Authorization.

(a) Seller has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements, and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Seller, including approval of this Agreement and the Other Agreements by the board of directors of the Seller.

(b) Subject to obtaining any consents of Persons listed on Schedule 5.5, the signing, delivery and performance of this Agreement and the Other Agreements by Seller is not prohibited or limited by, and will not result in the breach of or a default under, or conflict with any obligation of Seller with respect to the Copyrights in the Fight Library under any material agreement or instrument to which Seller is a party. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Seller and constitutes, or, in the case of the Other Agreements, will constitute, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

5 . 3 Title. Other than as set forth on Schedule 5.3, the Copyrights in the Fight Library are owned legally and beneficially by Seller with good and transferable title thereto, free and clear of all Encumbrances. At the Closing, Buyer will receive legal and beneficial title to all of the Copyrights in the Fight Library, free and clear of all Encumbrances.

5 . 4 Intellectual Property. Identified on Schedule 5.4 is a complete and accurate list of the Copyrights in the Fighter Library setting forth (a) the date the audiovisual work was recorded, (b) the author of the work, (c) the agreement pursuant to which the Seller's rights in the audiovisual work have been assigned to Seller or otherwise vest, (d) the fighters on the card depicted in the audiovisual work, and (e) the duration of the audiovisual work. Except as set forth on Schedule 5.4, the Copyrights in the Fighter Library is owned free and clear of all Encumbrances. Except as set forth on Schedule 5.4, the Copyrights in the Fighter Library is not the subject of any pending adverse claim or, to Seller's knowledge, the subject of any threatened litigation or claim of infringement or misappropriation. Except as set forth on Schedule 5.4, the Seller has not violated the terms of any license pursuant to which any part of the Copyrights in the Fighter Library has been licensed by the Seller. To Seller's knowledge, except as set forth on Schedule 5.4, the Copyrights in the Fighter Library does not infringe on any intellectual property rights of any other Person. Except as set forth on Schedule 5.4, the Copyrights in the Fighter Library will continue to be available for use by Buyer from and after the Closing at no additional cost to Buyer.

5.5 Consents. Except as set forth on Schedule 5.5, no notice to, filing with, authorization of, exemption by, or consent of any Person is required for Seller to consummate the transactions contemplated hereby.

5.6 Absence of Undisclosed Liabilities. To Seller's knowledge, Seller has not incurred any material liabilities or obligations with respect to the Copyrights in the Fight Library (whether accrued, absolute, contingent or otherwise), which continue to be outstanding, except as otherwise expressly disclosed in this Agreement.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

6.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own its property and to carry on its business as it is now being conducted.

6.2 Due Authorization. Buyer has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Buyer. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Buyer and constitutes, or, in the case of the Other Agreements will constitute, the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

ARTICLE 7
COVENANTS AND CONDUCT OF SELLER
FROM THE DATE OF EXECUTION OF THIS AGREEMENT TO THE CLOSING DATE

Seller and the Seller, jointly and severally, covenant that from the date of the execution of this Agreement to the Closing Date, Seller shall:

7.1 Encumbrance of Copyrights in the Fighter Library. Not cause any Encumbrance of any kind to be placed upon any of the Copyrights in the Fight Library.

7.2 Disposition of Copyrights in the Fighter Library. Not sell or transfer any of the Copyrights in the Fight Library, except for single commercial end user licenses on a fight-by-fight basis in each case in the ordinary course of business and consistent with past practice.

ARTICLE 8
CONDITIONS TO CLOSING

8.1 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Seller):

(a) Performance of Agreements and Conditions. All agreements and covenants to be performed and satisfied by Buyer hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Buyer in all material respects.

(b) Representations and Warranties True. The representations and warranties of Buyer contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Buyer contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller of the transactions contemplated by this Agreement taken as a whole, in each such case on and as of the Closing Date, with the same effect as though made on and as of the Closing Date, and there shall be delivered to Seller on the Closing Date a certificate, in form of Exhibit B attached hereto, executed by the Chief Executive Officer of Buyer to that effect (the "Buyer Officer's Certificate").

(c) Payment of Purchase Price. Buyer shall have paid the Purchase Price.

(d) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Copyrights in the Fight Library contemplated hereby.

(e) Other Agreements. Buyer shall have delivered to Seller a duly executed copy of each of the Other Agreements.

(f) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any agreement related to the Copyrights in the Fighter Library for Seller to assign it rights to the Copyrights in the Fighter Library to Buyer as contemplated by this Agreement.

8.2 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Buyer):

(a) Performance of Agreements and Covenants. All agreements and covenants to be performed and satisfied by Seller hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Seller in all material respects.

(b) Representations and Warranties True. The representations and warranties of Seller contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Seller contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the Copyrights in the Fight Library, in each such case on and as of the Closing Date with the same effect as though made on and as of the Closing Date (except for those representations and warranties that specifically refer to some other date), and there shall be delivered by Seller on the Closing Date a certificate, in form of Exhibit C attached hereto, executed by the Managing Member of Seller to that effect (the "Seller Officer's Certificate").

(c) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the purchase and sale of the Copyrights in the Fight Library contemplated hereby.

(d) Other Agreements. Seller shall have delivered to Buyer a duly executed copy of each of the Other Agreements to which it is a party.

(e) Required Consents. Seller shall have obtained all consents of or notification to any third parties required by the terms of any agreement for Seller to assign it rights in the Copyrights in the Fighter Library to Buyer as contemplated by this Agreement.

(f) IPO. Buyer shall have completed the IPO.

ARTICLE 9
POST-CLOSING COVENANTS, OTHER AGREEMENTS

9.1 Availability of Records. After the Closing, Buyer, shall make available to Seller as reasonably requested by Seller, its agents and representatives, all information, records and documents relating to the Copyrights in the Fight Library for all periods prior to Closing. Prior to destroying any records related to the Copyrights in the Fighter Library for the period prior to the Closing, Buyer shall notify Seller ninety (90) days in advance of any such proposed destruction of its intent to destroy such records, and Buyer will permit Seller to retain any such records.

9.2 Post-Closing Delivery. Seller agrees to arrange for physical delivery to Buyer of all audiovisual works and records related to the Copyrights in the Fight Library in Seller's possession. The Copyrights in the Fight Library will be delivered to Buyer in electronic form consistent with common industry practice.

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification by Seller. Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against any Losses (defined below) resulting from the breach of any representations, warranties, covenants or agreements made by Seller in this Agreement or the Other Agreements. For purposes of this Agreement, "Losses" shall mean all actual liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including, without limitation, reasonable attorneys', accountants' and consultants' fees and expenses and court costs, including punitive, indirect, consequential or other similar damages. Losses shall include punitive, indirect, consequential or similar damages only for claims brought by third parties.

10.2 Certain Limitations. Notwithstanding anything to the contrary contained in this Agreement: (i) Seller shall not be required to indemnify Buyer hereunder for its breach of any representation or warranty unless and until the aggregate amount of Losses arising from such types of breaches shall exceed $25,000.00 and at such time as the aggregate amount of Losses exceeds such amount the obligation to indemnify shall include all Losses including the first $25,000.00; and (ii) Seller shall not be liable to provide indemnification hereunder in an aggregate amount in excess of the Purchase Price.

ARTICLE 11
TERMINATION AND SURVIVAL

11.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing Date as follows:

(a) with the mutual consent of Buyer and Seller;

(b) by Buyer, if it is not then in material breach of its obligations under this Agreement and if (A) any of Seller's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.2(b) would not be satisfied, or (B) any of covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.2(a) would not be satisfied; provided, however, that Buyer shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Seller unless Seller fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Buyer of such inaccuracy or breach; or

(c) by Seller, if it is not then in material breach of its obligations under this Agreement and if (A) any of Buyer's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) would not be satisfied, or (B) any of Buyer's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) would not be satisfied; provided, however, that Seller shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Buyer unless Buyer fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Seller of such inaccuracy or breach.

(d) by Buyer or Seller if the Closing has not occurred on or prior to June 30, 2016, as such date may be extended by mutual agreement of Buyer and Seller, upon written notice by Buyer to Seller or Seller to Buyer; provided that the Person providing notice of termination is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

11.2 Procedure Upon Termination. In the event of termination and abandonment by Buyer or Seller, or both, pursuant to Section 11.1 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Copyrights in the Fight Library hereunder shall be abandoned, without further action by Buyer or Seller. If this Agreement is terminated as provided herein each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

11.3 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Buyer or Seller; provided, however, that the obligations of the parties set forth in Article 10, this Section 11.3 and Sections 12.2, 12.3, 12.5, 12.6, 12.8, 12.12, and 12.13 hereof shall survive any such termination and shall be enforceable hereunder.

(b) Nothing in this Section 11.3 shall relieve Buyer or Seller of any liability for a material breach of this Agreement prior to the date of termination, the damages recoverable by the non-breaching party shall include all attorneys' fees reasonably incurred by such party in connection with the transactions contemplated hereby.

11.4 Survival of Representations and Warranties. Except with respect to (a) the covenants of Buyer and Seller which are intended to survive the Closing, (b) Seller's representations provided for in Section 5.2(a) and 5.3 which survive indefinitely, (c) Seller's representations provided for in Sections 5.4 which survive until the applicable statute of limitations expires with respect to claims arising under such Section, and (d) Buyer's representation provided for in Section 6.2 which survives indefinitely, the representations and warranties of each of the parties hereto shall survive the Closing for a period of twenty-four (24) months.

ARTICLE 12
MISCELLANEOUS

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall be made by either party without the prior express written consent of the other party.

12.2 Confidentiality. All information gained by either party concerning the other as a result of the transactions contemplated hereby ("Confidential Information"), including the execution and consummation of the Target Transactions and the transactions contemplated hereby and the terms thereof and information obtained by Buyer and its representatives in conducting due diligence respecting Seller and the Copyrights in the Fight Library, will be kept in strict confidence. All Confidential Information will be used only for the purpose of consummating the transactions contemplated hereby. Following the Closing, all Confidential Information relating to the Copyrights in the Fighter Library disclosed by Seller to Buyer shall become the Confidential Information of Buyer. Neither Seller nor Buyer shall, without having previously informed the other party about the form, content and timing of any such announcement, make any public disclosure with respect to the Confidential Information or transactions contemplated hereby, except:

(a) As may be required by the Securities Act for inclusion in the Registration Statement; or

(b) As may be required by applicable Law provided that, in any such event, the party required to make the disclosure will (I) provide the other party with prompt written notice of any such requirement so that such other party may seek a protective order or other appropriate remedy, (II) consult with and exercise in good faith all reasonable efforts to mutually agree with the other party regarding the nature, extent and form of such disclosure, (III) limit disclosure of Confidential Information to what is legally required to be disclosed, and (IV) exercise its best efforts to preserve the confidentiality of any such Confidential Information; or

(c) Buyer may disclose the terms of this Agreement and the transactions contemplated hereby to an actual or prospective underwriter, lender, investor, partner or agent, subject to a non-disclosure agreement pursuant to which such lender, investor, partner or agent agrees to be bound by the terms of this Section 12.2; or

(d) Disclosure to a party's representatives and advisors in connection with advising such party and preparing its tax returns.

12.3 Expenses. Each party shall bear its own expenses with respect to the transactions contemplated by this Agreement.

12.4 Severability. Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

12.5 Entire Agreement. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all of the parties hereto. This Agreement and the Other Agreements contain the entire agreement of the parties hereto with respect to the transactions covered hereby, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof.

12.6 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied (including Article 10), shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

12.7 Waiver. The failure of any party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any waiver hereunder shall be effective only if delivered to the other party hereto in writing by the party making such waiver.

12.8 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

12.9 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

12.10 Counterparts. The parties may execute this Agreement in one or more counterparts, and each fully executed counterpart shall be deemed an original.

12.11 Further Documents. Each of Buyer and Seller shall, and shall cause its respective Affiliates to, at the request of another party, execute and deliver to such other party all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

12.12 Notices. All communications, notices and consents provided for herein shall be in writing and be given in person or by means of facsimile (with request for assurance of receipt in a manner typical with respect to communications of that type and confirmation by mail), by overnight courier or by registered or certified mail, and shall become effective: (a) on delivery if given in person; (b) on the date of transmission if sent by facsimile; (c) one (1) Business Day after delivery to the overnight service; or (d) four (4) Business Days after being mailed, with proper postage and documentation, for first-class registered or certified mail, prepaid.

Notices shall be addressed as follows:

If to Buyer, to:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

If to Seller, to:

Hoss Promotions, LLC
789 Harding Highway
Buena, New Jersey 08310
Attention: Ms. Maria Haydak
Fax: (844) 329-2332

provided, however, at the time of mailing or within three (3) Business Days thereafter there is or occurs a labor dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any communication, notice or consent provided for herein shall be given in person or by means of facsimile or by overnight courier, and further provide that if any party shall have designated a different address by notice to the others, then to the last address so designated.

12.13 Schedules. Buyer and Seller agree that any disclosure in any Schedule attached hereto shall (a) constitute a disclosure only under such specific Schedule and shall not constitute a disclosure under any other Schedule referred to herein unless a specific cross-reference to another Schedule is provided or such disclosure is otherwise clear from the context of the disclosure in such Schedule and (b) not establish any threshold of materiality. Seller or Buyer may, from time to time prior to or at the Closing, by notice in accordance with the terms of this Agreement, supplement or amend any Schedule, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein. No such supplemental or amended Schedule shall be deemed to cure any breach for purposes of Section 8.2(b). If, however, the Closing occurs, any such supplement and amendment will be effective to cure and correct for all other purposes any breach of any representation, warranty, covenant or obligation which would have existed if Seller or Buyer had not made such supplement or amendment, and all references to any Schedule hereto which is supplemented or amended as provided in this Section 12.13 shall for all purposes at and after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

12.14 Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other gender as the context requires.

12.15 Knowledge. As used herein, Seller will be deemed to have knowledge of a particular fact or matter only if Ms. Maria Haydak is actually aware of the fact or matter, or with the exercise of reasonable diligence should have been aware of the fact or mater.

12.16 Submission to Jurisdiction. Each of Buyer and Seller (a) submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or any other federal or state court in the State of Delaware if it is determined that the Court of Chancery does not have jurisdiction over such action) in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined only in any such court, and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto. Either party may make service on the other party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 12.12. Nothing in this Section 12.16, however, shall affect the right of any Party to serve legal process in any other manner permitted by law.

12.17 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY MATTER WHICH IS THE SUBJECT OF THIS AGREEMENT, THE OTHER AGREEMENTS OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[*Signature Page to Fight Library Copyright Purchase Agreement Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

HOSS PROMOTIONS, LLC

By: _____
Name: Ms. Maria Haydak
Title: Managing Member

BUYER:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXHIBITS AND SCHEDULES

Exhibits

Exhibit A:	Form of Copyright Transfer Agreement
Exhibit B:	Form of Buyer Officer's Certificate
Exhibit C:	Form of Seller Officer's Certificate

Schedules

Schedule 5.3	Title
Schedule 5.4	Intellectual Property
Schedule 5.5	Required Consents

Exhibit A

COPYRIGHT TRANSFER AGREEMENT

This COPYRIGHT TRANSFER AGREEMENT dated as of _____ __, 2016 is entered into by and among HOSS PROMOTIONS, LLC, a New York corporation ("Assignor") and ALLIANCE MMA, INC., a Delaware corporation ("Assignee") and is delivered pursuant to, and subject to the terms of, that certain FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT, dated as of February 23, 2016 (the "Copyright Purchase Agreement"), by and among Assignor and Assignee.

WHEREAS, Assignor has good and marketable rights and title in and to copyrights listed on Schedule 1 attached hereto (the "Copyrights"); and

WHEREAS, Assignee desires to acquire Assignor's rights and title in and to the Copyrights and Assignor desires to assign to the Assignee its rights and title in and to the Copyrights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers, assigns and otherwise conveys to Assignee, all of Assignor's rights, title, and interest in, to, and under the following:

A. the Copyrights and applications for registration of copyrights included in the Copyrights, and all corresponding rights, including, without limitation, moral rights, that are or may be secured under the laws of the United States or any other jurisdiction, now or hereafter in effect; and

B. all proceeds of the Copyrights transferred pursuant to subsection 1(A) above, including, without limitation, the right to sue for, and collect on, (i) any claim by Assignor against third parties for past, present, or future infringement of the such Copyrights, and (ii) any income, royalties, or payments due or payable and related exclusively to such Copyrights as of the date of this assignment or thereafter.

2. Assignor authorizes the pertinent officials of the United States Copyright Office and the pertinent official of similar offices or governmental agencies in any applicable jurisdictions outside the United States to record the transfer of the Copyrights and related registrations and applications for registration set forth on Schedule A to Assignee as assignee of Assignor's entire rights, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect the assignment specified herein or to confirm Assignee's ownership of the Copyrights.

3. The terms of the Copyright Purchase Agreement are incorporated herein by reference. Except as set forth herein, the rights and obligations of the Assignor and Assignee set forth in the Copyright Purchase Agreement remain unmodified. Capitalized terms used herein or in the Schedule A hereto but not otherwise defined herein or in the Schedule 1 hereto shall have the respective meanings given to them in the Copyright Purchase Agreement.

4. This Copyright Transfer Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

5. This Copyright Transfer Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

[*Signature Page for Copyright Transfer Agreement to follow*]

[*Signature Page for Copyright Property Transfer Agreement*]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Intellectual Property Transfer Agreement to be duly executed and authorized as of the date hereof.

ASSIGNOR:

HOSS PROMOTIONS, LLC

By: _____
Name: Ms. Maria Haydak
Title: Managing Member

ASSIGNEE:

ALLIANCE MMA, INC.

By: _____
Name: Francis Knuettel II
Title: CEO

SCHEDULE A

COPYRIGHTS

The CFFC Fight Library including all Cage Fury Fighting Championship and CFFC Shows Numbered 1 through __ listed in the Go Fight Live MMA video database including any derivative works of such shows, together with all other copyrights in and to all the copyrightable materials included in the Copyrights in the Fight Library.

Exhibit B

OFFICER'S CERTIFICATE
OF
ALLIANCE MMA, INC.

Reference is made to that certain FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT (the " Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among HOSS PROMOTIONS, LLC, a New York corporation ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Buyer on the Closing Date, that:

(a) he is the Chief Executive Officer of Buyer, and

(b) each of the conditions specified in clauses (a) through (f) of Section 8.1 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Buyer contained in Article 6 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Seller or the Seller of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

ALLIANCE MMA, INC.

By: _____
Name: Francis Knuettel II
Title: Chief Executive Officer

Exhibit C

OFFICER'S CERTIFICATE
OF
HOSS PROMOTIONS, LLC

FIGHT LIBRARY COPYRIGHT PURCHASE AGREEMENT (the "Agreement"), dated as of February 23, 2016 (the "Effective Date") by and among HOSS PROMOTIONS, LLC, a New York corporation ("Seller") and ALLIANCE MMA, INC., a Delaware corporation ("Buyer"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Seller on the Closing Date, that:

(a) she is the Managing Member of Seller, and

(b) each of the conditions specified in clauses (a) through (f) of Section 8.2 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Seller and the Seller contained in Article 5 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of Seller and the Seller contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Buyer of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

HOSS PROMOTIONS, LLC

By: _____
Name: Ms. Maria Haydak
Title: Managing Member

Exhibit 10.10

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of March 1, 2016 (the "Effective Date"), is entered into by and among GO FIGHT NET, INC., a New York corporation ("GFL"), David Klarman, an individual and resident of the State of New York (the "Principal Stockholder"), ALLIANCE MMA, INC., a Delaware corporation ("Parent"), and GFL ACQUISITION CO., INC., a New York corporation and wholly-owned subsidiary of Parent ("Acquisition Co.").

WHEREAS, GFL operates "GoFightLive" the leading Internet website for live and on-demand mixed martial arts ("MMA"), Muay Thai, Kickboxing, and other video content (the "Business"); and

WHEREAS, the Parent desires to acquire GFL and to purchase the assets of approximately six other companies (the "Target Companies") primarily engaged in the business of promoting and conducting MMA events throughout the United States or providing services related to such events; and

WHEREAS, the closing of the acquisition of the assets of the Target Companies, including the closing of the transactions contemplated by this Agreement (collectively, the "Target Company Transactions") will occur substantially contemporaneously with the consummation of an initial underwritten public offering of Parent's common stock (as more particularly defined herein, the "IPO"); and

WHEREAS, the IPO and the Target Company Transactions will be described in a Registration Statement on Form S-1 of the Parent (the "Registration Statement") that will be filed with the Securities and Exchange Commission ("Commission") pursuant to the Securities Act of 1933, as amended, and the rules and regulations thereunder ("Securities Act"); and

WHEREAS, the Principal Stockholder owns a majority of the issued and outstanding common stock of GFL; and

WHEREAS, the respective Boards of Directors of each of Parent, Acquisition Co. and GFL have approved, and deem it advisable and in the best interests of their respective stockholders to consummate, the acquisition of GFL by Parent, which acquisition is to be effected by the merger of GFL with and into the Acquisition Co., with GFL being the surviving entity (the "Merger"), upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the parties hereto intend that the Merger shall qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), by reason of Section 368(a)(2)(E) of the Code;

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. The following terms have the following meanings when used herein:

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation that is pending by or before any Governmental Authority.

"Affiliate" shall mean a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, the terms "control," "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person and, in the case of an entity, shall require (i) in the case of a corporate entity, direct or indirect ownership of at least a majority of the securities having the right to vote for the election of directors, and (ii) in the case of a non-corporate entity, direct or indirect ownership of at least a majority of the equity interests with the power to direct the management and policies of such non-corporate entity.

"Agreement" means this Agreement and Plan of Merger, including all Schedules and Exhibits hereto, as it may be amended from time to time in accordance with its terms.

"Bankruptcy Event" means an occurrence upon which a party shall become insolvent; seek relief as a debtor under any applicable bankruptcy law or other law relating to the liquidation or reorganization of debtors or to the modification or alteration of the rights of creditors or consents to or acquiesces in such relief; makes an assignment for the benefit of, or enters into a composition with, its creditors; appoints or consents to the appointment or receiver or other custodian for all or a substantial part of its assets or property; a petition seeking to have it declared or adjudicated bankrupt or insolvent under any applicable bankruptcy or similar law is not dismissed within sixty (60) days after filing; an order or judgment is entered by a court of competent jurisdiction for relief against it in any case commenced under any bankruptcy or similar law or finding it to be bankrupt or insolvent or ordering or approving its liquidation, reorganization or any modification of the rights of its creditors or appointing a receiver, guardian or other custodian for all or a substantial part of its assets or property; or it admits its inability to pay its debts when due.

"Business" means the business of producing, editing, and distributing audio visual works comprising combat sports and other mixed martial arts events including live, televised and pay-per-view events and related content and services.

"Business Day" means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

"Business Employees" has the meaning set forth in Section 5.17.

"Parent" has the meaning set forth in the preamble hereto.

"Claim" has the meaning set forth in Section 10.4.

"Claim Notice" has the meaning set forth in Section 10.4.

"Claimed Amount" has the meaning set forth in Section 10.4.

"Closing" means the closing of the Merger contemplated by this Agreement which shall occur substantially concurrently with the closing of the IPO.

"Closing Date" means the date set forth in Section 2.5.

"Code" has the meaning set forth in the Recitals.

"Collateral Sources" has the meaning set forth in Section 10.5(c).

"Commission" means the U.S. Securities and Exchange Commission.

"Common Stock" means the common stock of Parent $0.001 par value per share.

"Confidential Information" has the meaning set forth in Section 12.3.

"Contracts" has the meaning set forth in Section 5.10.

"Effective Time" has the meaning set forth in Section 2.2.

"Employee Plan" has the meaning set forth in Section 5.16.

"Encumbrance" shall mean any interest, consensual or otherwise, in property, whether real, personal or mixed property or assets, tangible or intangible, securing an obligation owed to, or a claim by a third Person, or otherwise evidencing an interest of a Person other than the owner of the property, whether such interest is based on common law, statute or contract, and including, but not limited to, any security interest, security title or lien arising from a mortgage, recordation of abstract of judgment, deed of trust, deed to secure debt, encumbrance, restriction, charge, covenant, claim, exception, encroachment, easement, right of way, license, permit, pledge, conditional sale, option trust (constructive or otherwise) or trust receipt or a lease, consignment or bailment for security purposes and other title exceptions and encumbrances affecting the property.

"Equipment" has the meaning set forth in Section 2.1(c).

"Executive Employment Agreement" means the Executive Employment Agreement entered into by and between Parent and the Principal Stockholder in substantially the form attached hereto as Exhibit C.

"GFL" has the meaning set forth in the preamble hereto.

"GFL Common Stock" means the common stock of GFL $0.001 par value per share.

"GFL Stockholders" has the meaning set forth in Section 3.2(g).

"Governmental Authority" means any government or governmental or regulatory, judicial or administrative, body thereof, or political subdivision thereof, whether foreign, federal, state, national, supranational or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Indemnified Person" has the meaning set forth in Section 10.3(a).

"Indemnifying Person" has the meaning set forth in Section 10.3(a).

"Intellectual Property License Agreement" means that certain Intellectual Property License Agreement in substantially the form attached hereto as Exhibit E.

"Intellectual Property Rights" means all intellectual property and other proprietary rights, protected or protectable, under the laws of the United States or any political subdivision, used by GFL in the Business including, without limitation (i) trademarks, service marks, trade names, trade dress, logos, brand names and other identifiers together with all goodwill associated therewith; (ii) copyrights (including but not limited to all copyrights in GFL's MMA event video library and fighter photographs and other copyrighted works); (iii) all computer software, trade secrets and market and other data, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other proprietary information, whether or not reduced to practice, and rights to limit the use or disclosure of any of the foregoing by any Person; (iv) all domestic and foreign patents and the registrations, applications, renewals, extensions, divisional applications and continuations (in whole or in part) thereof; and (v) and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (i) through (iv) above.

"IPO" means an underwritten public offering of shares of Common Stock or other equity interests which generates cash proceeds sufficient to close on the Target Company Transactions but not less than $4 million, pursuant to which the Common Stock or other equity interests will be listed or quoted on a Trading Market.

"IPO Price" means the price to the public reflected in the prospectus of the Parent relating to the IPO that is first filed by the Parent with the Commission pursuant to Rule 424(b) promulgated under the Securities Act.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation (including rules of any self-regulatory organization).

"Letter of Transmittal" has the meaning set forth in Section 3.2(a).

"Liability" has the meaning set forth in Section 2.3.

"Licensed Intellectual Property Rights" means the Intellectual Property Rights exclusively licensed by GFL's affiliate Voltera Partners Ltd. to GFL pursuant to the Intellectual Property License Agreement which will convert automatically into an assignment of the Licensed Intellectual Property Rights on the first anniversary of the Closing provided no Bankruptcy Event occurs with respect to Parent prior to such date.

"Lock-Up Agreement" means that certain Lock-Up Agreement entered into by and among Principal Stockholder, the Parent and the underwriters participating in the IPO in substantially the form executed by each Person serving as an officer, director or 1% shareholder of Parent or being issued shares of Common Stock in connection with the Target Company Transactions restricting the sale, transfer (other than for estate planning purposes), or other disposition of Common Stock held by such Person for a period of at least 180 days from the Closing Date.

"Losses" has the meaning set forth in Section 10.4.

"Material Adverse Effect" means any change, effect or circumstance that is materially adverse or is reasonably likely to be materially adverse to the assets, liabilities, condition (financial or otherwise) or operations of GFL or the Business, other than any such change, effect or circumstance relating to general economic, regulatory or political conditions, except to the extent such change, effect or circumstance disproportionately affects GFL.

"Merger" has the meaning set forth in the Recitals.

"Merger Consideration" has the meaning set forth in in Section 3.1(a).

"Most Recent Financial Statements" has the meaning set forth in Section 5.14.

"Non-Competition and Non-Solicitation Agreement" means that certain Non-Competition and Non-Solicitation Agreement in substantially the form attached hereto as Exhibit D.

"NYBCL" means the New York Business Corporation Law, as amended.

"Order" shall mean any: (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court or other Governmental Authority; or (b) agreement with any Governmental Authority entered into in connection with any Proceeding.

"Other Agreements" means, collectively, the Non-Competition and Non-Solicitation Agreement, the Executive Employment Agreement, and the Intellectual Property License Agreement.

"Permits" means all material permits, licenses, franchises and other authorizations of any Governmental Authority possessed by or granted to GFL in connection with the Business.

"Permitted Encumbrances" shall mean (a) Encumbrances for taxes and assessments or governmental charges or levies not at the time due or in respect of which the validity thereof shall currently be contested in good faith by appropriate proceedings; (b) Encumbrances in respect of pledges or deposits under workmen's compensation laws or similar legislation, carriers', warehousemen's, mechanics', laborers' and materialmens' and similar liens, if the obligations secured by such liens are not then delinquent or are being contested in good faith by appropriate proceedings; and (c) Encumbrances incidental to the conduct of the Business of GFL that were not incurred in connection with the borrowing of money or the obtaining of advances or credits and which do not in the aggregate materially detract from the value of its property or materially impair the use made thereof by GFL in its Business.

"Person" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, trust or unincorporated organization, governmental entity, government or any agency or political subdivision thereof.

"Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

"Registration Statement" has the meaning set forth in the recitals.

"Surviving Corporation" has the meaning set forth in Section 2.1

"Target Companies" has the meaning set forth in the recitals.

"Target Company Transactions" has the meaning set forth in the recitals.

"Taxes" shall mean all taxes, charges, fees, duties, levies or other assessments, including, without limitation, income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, goods and services, license, payroll, unemployment, environmental, customs duties, capital stock, disability, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational and interest equalization, windfall profits, severance and employees' income withholding, social security and similar employment taxes or any other taxes imposed by the United States or any other foreign country or by any state, municipality, subdivision or instrumentality of the Unites States or of any other foreign country or by any other tax authority, including all applicable penalties and interest, and such term shall include any interest, penalties or additions to tax attributable to such taxes.

"Tax Return" shall include all returns and reports (including elections, declarations, disclosures, schedules, estimates and information returns (including Form 1099 and partnership returns filed on Form 1065)) required to be supplied to a Tax authority relating to Taxes.

"Third Party Claim" has the meaning set forth in Section 10.3(a).

"Third-Party Claim Notice" has the meaning set forth in Section 10.3(a).

"Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the American Stock Exchange, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

"Unaudited Financial Statements" has the meaning set forth in Section 5.14.

"U.S. GAAP" means U.S. Generally Accepted Accounting Principles.

ARTICLE 2
THE MERGER

2 . 1 Merger. Upon the terms and subject to the conditions of this Agreement, at the Effective Time, GFL shall be merged with and into Acquisition Co. in accordance with the NYBCL. On the Closing Date (as defined in Paragraph 2.5), the separate corporate existence of Acquisition Co. shall cease, and GFL shall continue as the corporation surviving the Merger (sometimes hereinafter referred to as the "Surviving Corporation").

2 . 2 Effective Time. The Parent, GFL and Acquisition Co. shall cause a certificate of merger to be filed on the Closing Date (or on such other date as GFL and Parent may agree in writing) with the Secretary of State of the State of New York, and shall make all other filings or recordings required by the NYBCL in connection with the Merger. The Merger shall be deemed effective on the Closing Date.

2.3 Certificate of Incorporation; By-laws; Directors and Officers.

(a) The Certificate of Incorporation of Acquisition Co. as in effect immediately prior to the Effective Time, a copy of which is attached as Exhibit A hereto, shall be the Certificate of Incorporation of the Surviving Corporation (the "Certificate of Incorporation") from and after the Effective Time until thereafter changed or amended as provide therein or in accordance with applicable law.

(b) The by-laws of Acquisition Co. as in effect immediately prior to the Effective Time, a copy of which is attached as Exhibit B hereto, shall be the by-laws of the Surviving Corporation (the "By-laws") from and after the Effective Time until thereafter changed or amended as provided therein or in accordance with applicable law.

(c) One or more of the directors of Acquisition Co. immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation and shall hold office from the Effective Time until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Certificate of Incorporation and By-laws. The officers of Acquisition Co. immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation and shall hold office from the Effective Time until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Certificate of Incorporation and By-laws.

2.4 Effects of the Merger. The Merger shall have the effect set forth in the NYBCL. Without limiting the generality of the foregoing, at the Effective Time, except as otherwise provided herein, all of the property, rights, privileges, powers and franchises of GFL and Acquisition Co. shall vest in the Surviving Corporation, and all debts, liabilities and duties of GFL and Acquisition Co. shall become the debts, liabilities and duties of the Surviving Corporation. GFL acknowledges that, from and after the Effective Time, Parent shall have the absolute and unqualified right to deal with the assets and business of the Surviving Corporation as its own property without limitation on the disposition or use of such assets or the conduct of such business, except for the Intellectual Property Rights which shall be subject to the Intellectual Property License Agreement.

2.5 Closing. The consummation of the transactions contemplated by this Agreement, including the Merger (the "Closing"), shall take place substantially concurrently with the closing of the IPO (such date, the "Closing Date") at a place and location to be agreed upon between Parent and GFL, subject to the satisfaction or waiver of each of the conditions set forth in Article 8. The Effective Time shall occur on the Closing Date.

2.6 Tax-Free Merger. The parties hereto intend that the Merger will be treated as a tax-free reorganization under Section 368 of the Code. The Parent shall provide at Closing a confirmation from its accounting firm that Merger shall qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended by reason of Section 368(a)(2)(E) of the Code. The Parent shall indemnify each of the GFL Stockholders, individually and severally, for any and all liabilities, costs and fees in defending the tax-free nature of the Merger, as well as any and all taxes and penalties assessed in the event a taxing authority determines that the Merger is not a tax-free exchange.

ARTICLE 3
MERGER CONSIDERATION; CONVERSION AND EXCHANGE OF SECURITIES

3.1 Manner and Basis of Converting and Exchanging Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of GFL, Parent or Acquisition Co. or the holders of any outstanding shares of capital stock or other securities of GFL, Parent or Acquisition Co:

(a) GFL Common Stock. All of the shares of GFL Common Stock issued and outstanding immediately prior to the Effective Time (other than Dissenting Shares) shall be converted or exchanged into the right to receive (i) an aggregate number of shares of Parent Common Stock equal to $1,700,000 divided by the lesser of (i) 90% of the IPO Price and (ii) the lowest price ascribed to such shares issues prior to the IPO, and (ii) $450,000, in each case to be issued pro rata to the holders of GFL Common Stock (collectively, the "Merger Consideration").

(b) Preferred Stock, Options and Warrants. There are no issued and outstanding shares of preferred stock of GFL, nor any options or warrants that have not been exercised or otherwise converted into GFL Common Stock prior to the Effective Time.

(c) Treasury Stock. Notwithstanding any provision of this Agreement to the contrary, each share of GFL Common Stock held in the treasury of GFL shall be canceled in the Merger and shall not be converted or exchanged into the right to receive any shares of Parent Common Stock or other securities of Parent.

(e) No Fractional Shares. No fractional shares of Parent Common Stock shall be issued in, or as a result of, the Merger. Any fractional shares of Parent Common Stock that a holder of record of GFL Common Stock would otherwise be entitled to receive as a result of the Merger shall be aggregated. If a fractional share of Parent Common Stock results from such aggregation, the number of shares required to be issued to such record holder shall be rounded to the nearest whole number of shares of Parent Common Stock.

3.2 Surrender and Exchange of Certificates.

(a) Letter of Transmittal. Promptly after the Effective Time, Parent shall mail, or cause to be mailed, to each record holder of certificate(s) formerly representing ownership of GFL Common Stock that was converted into the right to receive Parent Common Stock pursuant to Section 3.1 hereof (i) a letter of transmittal ("Letter of Transmittal") for delivery of such certificate(s) to Parent and (ii) instruction for use in effecting the surrender of certificate(s), in each case in form and substance mutually agreeable to GFL and Parent. Delivery shall be effected, and risk of loss and title to the Parent Common Stock shall pass, only upon delivery to the Parent (or a duly authorized agent of Parent) of certificate(s) formerly representing ownership of GFL Common Stock (or an affidavit of lost certificate and indemnification or surety bond) and a properly completed and duly executed Letter of Transmittal, as described in Section 3.2(b) hereof. Notwithstanding the foregoing, Parent shall not be required to mail, or cause to be mailed, a Letter of Transmittal to any record holder of certificate(s) formerly representing ownership of GFL Common Stock if such holder has previously agreed or consented to the exchange of certificates that are held in custody by GFL or the Principal Stockholder for the benefit of such holder.

(b) Exchange Procedures. Parent shall issue to each former record holder of GFL Common Stock, upon delivery to Parent (or a duly authorized agent of Parent) of (i) certificate(s) formerly representing ownership of GFL Common Stock, endorsed in blank or accompanied by duly executed stock powers (or an affidavit of lost certificate and indemnification in form and substance reasonably acceptable to Parent stating that, among other things, the former record holder has lost his or her certificate(s) or that such certificate(s) have been destroyed) and (ii) a properly completed and duly executed Letter of Transmittal in form and substance reasonably satisfactory to Parent, a certificate or certificates registered in the name of such former record holder representing the number of shares of Parent Common Stock that such former record holder is entitled to receive in accordance with Section 3.1 hereof together with the holder's proportionate share of the cash component of the Merger Consideration as set forth on Schedule 3.2(g) (by wire transfer to an account set forth in the Letter of Transmittal or by check). Subject to Section 3.2(d) hereof, until the certificate(s) (or affidavit) is delivered together with the Letter of Transmittal in the manner contemplated by this Section 3.2(b), each certificate (or affidavit) previously representing ownership of GFL Common Stock shall be deemed at and after the Effective Time to represent only the right to receive Parent Common Stock and the former record holders thereof shall cease to have any other rights with respect to his or her GFL Common Stock.

(c) Termination of Exchange Process. Any Parent Common Stock that remains unclaimed by a former record holder of GFL Common Stock at the first anniversary of the Effective Time may be deemed "abandoned property" subject to applicable abandoned property, escheat and other similar laws in the State in which the former record holder resides. None of GFL, Parent, Acquisition Co. or the Surviving Corporation shall be liable to any person in respect of any Parent Company Stock delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

(d) Dissenting Shares. Notwithstanding any provision of this Agreement to the contrary, shares of GFL Common Stock issued and outstanding immediately prior to the Effective Time and held by a GFL Stockholder who has not voted in favor of the Merger or consented thereto in writing and who has demanded appraisal for such shares of GFL Common Stock in accordance with the NYBCL ("Dissenting Shares") shall not be entitled to vote for any purpose or receive dividends, shall not be converted into the right to receive Parent Common Stock in accordance with Section 3.1 hereof, and shall only be entitled to receive such consideration as shall be determined pursuant to the NYBCL; provided, however, that if, after the Effective Time, such stockholder fails to perfect or withdraws or loses his or her right to appraisal or otherwise fails to establish the right to be paid the value of such stockholder's shares of GFL Common Stock under the NYBCL, such shares of GFL Common Stock shall be treated as if they had converted as of the Effective Time into the right to receive Parent Common Stock in accordance with Section 3.1 hereof, and such shares of GFL Common Stock shall no longer be Dissenting Shares. All negotiations with respect to payment for Dissenting Shares shall be handled jointly by Parent and GFL prior to the Closing and exclusively by Parent thereafter. In the event that holders of more than 20% any of the outstanding shares of GFL Common Stock are Dissenting Shares, the Parent has the sole discretion to terminate this Agreement, which shall forthwith become void and of no further force and effect and the parties hereto shall be released from any and all obligations hereunder, except those obligations to GFL incurred prior to the Effective Time, including but not limited to the payment of fees incurred by GFL for financial statement preparation and auditing as referenced in Paragraph 7.13 herein.; provided, however, that nothing herein shall relieve any party hereto from liability for the breach of any of its representations, warranties, covenants or agreements set forth in this Agreement.

(e) Stock Transfer Books. At the Effective Time, the stock transfer books of GFL will be closed and there will be no further registration of transfers of shares of GFL Common Stock thereafter on the records of GFL. If, after the Effective Time, certificates formerly representing GFL Common Stock are presented to the Surviving Corporation, these certificates shall be canceled and exchanged for the number of shares of Parent Common Stock to which the former record holder may be entitled pursuant to Section 3.1 hereof.

(f) Further Rights GFL Stock. All shares of Parent Common Stock issued upon exchange of shares of GFL Common Stock in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of GFL Common Stock.

(g) Stockholders of Record. Schedule 3.2(g) sets forth the name and address of each stockholder of GFL (each a "GFL Stockholder" and collectively, the "GFL Stockholders") together with the number of shares held of record by such stockholder and the overall percentage ownership of GFL each such stockholder owns now and will own (upon the exercise of any outstanding options or warrants) as of the Effective Date.

ARTICLE 4
INTENTIONALLY OMITTED

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF GFL AND THE PRINCIPAL STOCKHOLDER

GFL and the Principal Stockholder, jointly and severally, represent and warrant to Parent as follows:

5.1 Organization. GFL is a corporation duly organized and validly existing in good standing under the laws of the State of New York, duly qualified to transact business as a foreign entity in such jurisdictions where the nature of its Business makes such qualification necessary, except as to jurisdictions where the failure to qualify would not reasonably be expected to have a Material Adverse Effect on the Business of GFL, and has all requisite corporate power and authority to own, lease and operate and to carry on its Business, as now being conducted.

5.2 Due Authorization.

(a) GFL has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements, and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of GFL, including approval of this Agreement and the Other Agreements by the board of directors of GFL.

(b) Subject to obtaining any consents of Persons listed on Schedule 5.7, the signing, delivery and performance of this Agreement and the Other Agreements by GFL is not prohibited or limited by, and will not result in the breach of or a default under, or conflict with any obligation of GFL under (i) any provision of its certificate of incorporation, by-laws or other organizational documentation of GFL, (ii) any material agreement or instrument to which GFL is a party or by which it or its properties are bound, (iii) any authorization, judgment, order, award, writ, injunction or decree of any Governmental Authority which breach, default or conflict would have a Material Adverse Effect on the Business or GFL's ability to consummate the transactions contemplated hereby, or (iv) any applicable law, statute, ordinance, regulation or rule which breach, default or conflict would have a Material Adverse Effect on the Business or GFL's ability to consummate the transactions contemplated hereby, and, will not result in the creation or imposition of any Encumbrance on any of GFL's assets. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by GFL and constitutes, or, in the case of the Other Agreements, will constitute, the legal, valid and binding obligation of GFL, enforceable against GFL in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

5.3 Equipment. Other than as set forth on Schedule 5.3, all facilities, machinery, equipment, fixtures and other properties owned, leased or used by GFL are in operating condition, subject to ordinary wear and tear, and are adequate and sufficient for GFL's existing Business.

5.4 Title to Property and Encumbrances. GFL has good and valid title to all properties and assets used in the conduct of its business (except for property held under valid and subsisting leases which are in full force and effect and which are not in default) free of all Encumbrances except Permitted Encumbrances and such ordinary and customary imperfections of title, restrictions and encumbrances as do not in the aggregate constitute a Material Adverse Effect.

5.5 Intellectual Property. All Intellectual Property Rights are identified in the Intellectual Property License Agreement. Except as set forth on Schedule 5.5 and in the Intellectual Property License Agreement, the Licensed Intellectual Property is owned free and clear of all Encumbrances or has been duly licensed for use by GFL and all pertinent licenses and their respective material terms are set forth on Schedule 5.5. Except as set forth on Schedule 5.5, the Intellectual Property Rights are not the subject of any pending adverse claim or, to GFL's knowledge, the subject of any threatened litigation or claim of infringement or misappropriation. Except as set forth on Schedule 5.5, GFL has not violated the terms of any license pursuant to which any part of the Intellectual Property Rights have been licensed by GFL. To GFL's knowledge, except as set forth on Schedule 5.5, the Intellectual Property Rights does not infringe on any intellectual property rights of any third party. To GFL's knowledge the Intellectual Property Rights licensed under the Intellectual Property License Agreement constitutes all of the intellectual property rights necessary to conduct the Business as presently conducted. Except as set forth on Schedule 5.5 5 and in the Intellectual Property License Agreement, the Intellectual Property Rights will continue to be available for use by Parent and GFL from and after the Closing at no additional cost to Parent.

5.6 Litigation. Except as set forth on Schedule 5.6, there is no suit (at law or in equity), claim, action, judicial or administrative proceeding, arbitration or governmental investigation now pending or, to the best knowledge of GFL threatened, (i) arising out of or relating to any aspect of the Business, (ii) concerning the transactions contemplated by this Agreement, or (iii) involving GFL, its shareholders, or the officers, directors or employees of GFL in reference to actions taken by them in the conduct of any aspect of the Business.

5.7 Consents. Except for the GFL Stockholders, as set forth on Schedule 5.7, no notice to, filing with, authorization of, exemption by, or consent of any Person is required for GFL to consummate the transactions contemplated hereby.

5.8 Brokers, Etc. No broker or investment banker acting on behalf of GFL or under the authority of GFL is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from GFL or Parent in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of GFL.

5.9 Absence of Undisclosed Liabilities. To GFL's knowledge, GFL has not incurred any material liabilities or obligations with respect to the Business (whether accrued, absolute, contingent or otherwise), which continue to be outstanding, except as otherwise expressly disclosed in this Agreement or set forth on the Most Recent Financial Statements.

5.10 Contracts.

(a) GFL is not in violation or breach of any material note, bond, mortgage, indenture, deed of trust, license, franchise, permit, lease, contract, agreement or other instrument (collectively, "Contract"), except such violations that, in the aggregate, would not result in, or would not reasonably be expected to result in, a Material Adverse Effect. There does not exist any event or condition that, after notice or lapse of time or both, would constitute an event of default or breach under any material Contract on the part of GFL or, to the knowledge of the Company, any other party thereto or would permit the modification, cancellation or termination of any material Contract or result in the creation of any lien upon, or any person acquiring any right to acquire, any assets of GFL, other than any events or conditions that, in the aggregate would not result in, or would not reasonably be expected to result in, a Material Adverse Effect. GFL has not received in writing any claim or threat that GFL has breached any of the terms and conditions of any material Contract, other than any material Contracts the breach of which, in the aggregate, would not result in, or would not reasonably be expected to result in, a Material Adverse Effect.

(b) The consent of, or the delivery of notice to or filing with, any party to a material Contract is not required for the execution and delivery by GFL of this Agreement or the consummation of the transactions contemplated under the Agreement. GFL has made available to Parent and Acquisition Corp. true and complete copies of all Contracts and other documents requested by Parent or Acquisition Co.

5.11 Tax Returns and Audits. All required federal, state and local Tax Returns of GFL have been accurately prepared and duly and timely filed, and all federal, state and local Taxes required to be paid with respect to the periods covered by such returns have been paid. GFL is not and has not been delinquent in the payment of any Tax. GFL has not had a Tax deficiency proposed or assessed against it and has not executed a waiver of any statute of limitations on the assessment or collection of any Tax. None of GFL's federal income Tax Returns nor any state or local income or franchise Tax Returns has been audited by governmental authorities. The reserves for Taxes reflected on the Balance Sheets are and will be sufficient for the payment of all unpaid Taxes payable by GFL as of the Balance Sheet Dates. Since the Balance Sheet Dates, GFL has made adequate provisions on its books of account for all Taxes with respect to its business, properties and operations for such period. GFL has withheld or collected from each payment made to each of its employees the amount of all Taxes (including, but not limited to, federal, state and local income taxes, Federal Insurance Contribution Act taxes and Federal Unemployment Tax Act taxes) required to be withheld or collected therefrom, and has paid the same to the proper Tax receiving officers or authorized depositaries. There are no federal, state, local or foreign audits, actions, suits, proceedings, investigations, claims or administrative proceedings relating to Taxes or any Tax Returns of GFL now pending, and GFL has not received any notice of any proposed audits, investigations, claims or administrative proceedings relating to Taxes or any Tax Returns. GFL is not obligated to make a payment, nor is it a party to any agreement that under certain circumstances could obligate it to make a payment, that would not be deductible under Section 280G of the Code. GFL has not agreed nor is required to make any adjustments under Section 481(a) of the Code (or any similar provision of state, local and foreign law) by reason of a change in accounting method or otherwise for any Tax period for which the applicable statute of limitations has not yet expired. GFL is not a party to, is not bound by and does not have any obligation under, any Tax sharing agreement, Tax indemnification agreement or similar contract or arrangement, whether written or unwritten (collectively, "Tax Sharing Agreements"), nor does it have any potential liability or obligation to any Person as a result of, or pursuant to, any Tax Sharing Agreements.

5.12 Capitalization. The authorized capital stock of GFL consists of 20,000,000 shares of Common Stock, of which on the date hereof 8,000,000 shares are issued and outstanding. No subscription, warrant, option, convertible security or other right (contingent or otherwise) to purchase, acquire (including rights of first refusal, anti-dilution or pre-emptive rights) or register under the Securities Act any shares of capital stock of GFL is authorized or outstanding. GFL does not have any obligation to issue any subscription, warrant, option, convertible security or other such right or to issue or distribute to holders of any shares of its capital stock any evidence of indebtedness or assets of GFL. GFL does not have any obligation to purchase, redeem or otherwise acquire any shares of its capital stock or any interest therein or to pay any dividend or make any other distribution in respect thereof. There are no outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights with respect to GFL.

5.13 Compliance with Laws. GFL is in compliance with all laws applicable to the Business, except where the failure to be in compliance would not have a Material Adverse Effect. GFL has not received any unresolved written notice of or been charged with the violation of any laws applicable to the Business except where such charge has been resolved. Except as set forth on Schedule 5.13, there are no pending or, to the knowledge of GFL, threatened actions or proceedings by any Governmental Authority, which would prohibit or materially impede the Business.

5.14 Financial Statements. GFL has provided to Parent for inclusion in the Registration Statement copies of the audited balance sheet of GFL at December 31, 2013 and December 31, 2014 and the related statements of income and cash flows for the years then ended (collectively, the "Audited Financial Statements") together with the unaudited balance sheet of GFL at September 30, 2015 and the related statements of income and cash flows for the nine months then ended (referred to as the "Most Recent Financial Statements". Except as set forth on Schedule 5.14, such Audited Financial Statements and Most Recent Financial Statements fairly present, in all material respects, the net assets of the Business at December 31, 2014 and for the nine months ended September 30, 2015 and the operating profit or loss of the Business.

5.15 Absence of Certain Changes. Except as contemplated by this Agreement, reflected in the Most Recent Financial Statements or set forth on Schedule 5.15, since December 31, 2014, (i) the Business has been conducted in all material respects in the ordinary course of business and (ii) neither GFL nor the Principal Stockholder have taken any of the following actions:

(a) sold, assigned or transferred any material portion of assets of GFL related to the Business other than (i) in the ordinary course of business or (ii) sales or other dispositions of obsolete or excess equipment or other assets not used in the Business;

(b) cancelled any indebtedness other than in the ordinary course of business, or waived or provided a release of any rights of material value to the Business;

(c) except as required by Law, granted any rights to severance benefits, "stay pay", termination pay or transaction bonus to any Business Employee or increased benefits payable or potentially payable to any such Business Employee under any previously existing severance benefits, "stay-pay", termination pay or transaction bonus arrangements (in each case, other than grants or increases for which Parent will not be obligated following the Closing);

(d) except in the ordinary course of business, made any capital expenditures or commitments therefor with respect to the Business in an amount in excess of $100,000 in the aggregate;

(e) acquired any entity or business (whether by the acquisition of stock, the acquisition of assets, merger or otherwise), other than acquisitions that have not or will not become integrated into the Business;

(f) amended the terms of any existing Employee Plan, except for amendments required by Law;

(g) changed the Tax or accounting principles, methods or practices of the Business, except in each case to conform to changes required by Tax Law, in U.S. GAAP or applicable local generally accepted accounting principles;

(h) amended, cancelled (or received notice of future cancellation of) or terminated any Assumed Contract which amendment, cancellation or termination is not in the ordinary course of business;

(i) materially increased the salary or other compensation payable by GFL to any Business Employee, or declared or paid, or committed to declare or pay, any bonus or other additional payment to and Business Employees, other than (A) payments for which Parent shall not be liable after Closing, (B) customary compensation increases and (C) bonus awards or payments under existing bonus plans and arrangements awarded to Business Employees which have been awarded or paid in the ordinary course of business;

(j) failed to make any material payments under any Contracts or Permits as and when due (except where contested in good faith or cured by GFL) under the terms of such Contracts or Permits;

(k) suffered any material damage, destruction or loss relating to the Business not covered by insurance;

(l) incurred any material claims relating to the Business not covered by applicable policies of liability insurance within the maximum insurable limits of such policies;

(m) mortgaged, sold, assigned, transferred, pledged or otherwise placed an Encumbrance on any Purchased Asset, except in the ordinary course of business, as otherwise set forth herein or that will be released at Closing;

(n) transferred, granted, licensed, assigned, terminated or otherwise disposed of, modified, changed or cancelled any material rights or obligations with respect to any of the Transferred Intellectual Property, except in the ordinary course of business; or

(o) entered into any agreement or commitment to take any of the actions set forth in paragraphs (a) through (n) of this Section 5.15.

5.16 Employee Benefit Plans. Attached on Schedule 5.16 is a list of all qualified and non-qualified pension and welfare benefit plans of GFL (the "Employee Plans"). Each of the Employee Plans has been operated in accordance with its terms, does not discriminate (as that term is defined in the Code) and will, along with all other bonus plans, incentive or compensation arrangements provided by GFL to or for its employees, be terminated by GFL immediately prior to Closing. All payments due from GFL pursuant thereto have been paid.

5.17 Business Employees. Attached on Schedule 5.17 is a list of all employees of GFL (collectively, the "Business Employees"), their current salaries or compensation, a listing of commission arrangements, a list of commitments for future salary or compensation increases, and the last salary raise with dates and amounts. Schedule 5.17 lists all individuals with whom GFL has employment, consulting, representative, labor, non-compete or any other restrictive agreements. Except as set forth on Schedule 5.17, GFL has not entered into any severance or similar arrangement with respect of any Business Employee (or any former employee or consultant) that will result in any obligation (absolute or contingent) of Parent or GFL to make any payment to any Business Employee (or any former employee or consultant) following termination of employment.

5.18 Labor Relations. Except as set forth on Schedule 5.18, GFL has complied in all material respects with all federal, state and local laws, rules and regulations relating to the employment of labor including those related to wages, hours and the payment of withholding and unemployment Taxes. GFL has withheld all amounts required by law or agreement to be withheld from the wages or salaries of its employees and is not liable for any arrearage of wages or any Taxes or penalties for failure to comply with any of the foregoing.

5.19 INTENTIONALLY OMITTED

5.20 Conflict of Interest. Except as set forth on Schedule 5.20, neither GFL nor the Principal Stockholder have any direct or indirect interest (except through ownership of less than five percent (5%) of the outstanding securities of corporations listed on a national securities exchange or registered under the Securities Exchange Act of 1934, as amended) in (i) any entity which does business with GFL or is competitive with the Business, or (ii) any property, asset or right which is used by GFL in the conduct of its Business.

5.21 INTENTIONALLY OMITTED

5.22 Insurance. GFL maintains (i) insurance on the Business covering property damage by fire or other casualty which it is customary for GFL to insure, (ii) insurance protection against all liabilities, claims, and risks against which it is customary for GFL to insure, and (iii) insurance for worker's compensation and unemployment, products liability, and general public liability. All of such policies are consistent with past practices of GFL. GFL is not in default under any of such policies or binders. Such policies and binders are in full force and effect on the date hereof and shall be kept in full force and effect through the Closing Date.

5.23 Accuracy of Statements. No representation or warranty by GFL or Principal Stockholder in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to GFL or Principal Stockholder that materially adversely affects the business, financial condition or affairs of the Business, GFL or Principal Stockholder. No representation made by a Principal Stockholder to Parent during the due diligence process leading up to the execution of this Agreement on in connection with the other Target Company Transactions contained an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading.

5.24 Representations and Warranties of Parent . Neither GFL nor Principal Stockholder are aware of, or have discovered through due diligence, any breaches by Parent of its representations and warranties made in Article 6 of this Agreement, which they have not disclosed to Parent.

5.25 The Principal Stockholder.

(a) The Principal Stockholder has never (i) made a general assignment for the benefit of creditors, (ii) filed, or had filed against such Principal Stockholder, any bankruptcy petition or similar filing, (iii) suffered the attachment or other judicial seizure of all or a substantial portion of such Principal Stockholder's assets, (iv) admitted in writing such Principal Stockholder's inability to pay his or her debts as they become due, or (v) taken or been the subject of any action that may have an adverse effect on his ability to comply with or perform any of his covenants or obligations under any of the Other Agreements.

(b) Principal Stockholder is not subject to any Order or is bound by any agreement that may have an adverse effect on his ability to comply with or perform any of his or her covenants or obligations under any of the Other Agreements. There is no Proceeding pending, and no Person has threatened to commence any Proceeding, that may have an adverse effect on the ability of Principal Stockholder to comply with or perform any of his covenants or obligations under any of the Other Agreements. No event has occurred, and no claim, dispute or other condition or circumstance exists, that might directly or indirectly give rise to or serve as a basis for the commencement of any such Proceeding.

5.26 Investment Purposes.

(a) Each of GFL, the Principal Stockholder and each GFL Stockholder (i) understand that the shares of Common Stock to be issued to GFL pursuant to this Agreement have not been registered for sale under any federal or state securities Laws and that such shares are being offered and sold to GFL pursuant to an exemption from registration provided under Section 4(2) of the Securities Act, (ii) agree that GFL is acquiring such shares for its own account for investment purposes only and without a view to any distribution thereof other than to the Principal Stockholder as permitted by the Securities Act, (iii) acknowledge that the representations and warranties set forth in this Section 5.30 are given with the intention that the Parent rely on them for purposes of claiming such exemption from registration, and (iv) understand that they must bear the economic risk of the investment in such shares for an indefinite period of time as such shares cannot be sold unless subsequently registered under applicable federal and state securities Laws or unless an exemption from registration is available therefrom.

(b) GFL and Principal Stockholder agree (i) that the shares of Common Stock to be issued to GFL pursuant to this Agreement will not be sold or otherwise transferred for value unless (x) a registration statement covering such shares has become effective under applicable state and federal securities laws, including, without limitation, the Securities Act, or (y) there is presented to the Parent, by its counsel, an opinion of such counsel satisfactory to the Parent that such registration is not required, (ii) that any transfer agent for the Common Stock may be instructed not to transfer any such shares unless it receives satisfactory evidence of compliance with the foregoing provisions, and (iii) that there will be endorsed upon any certificate evidencing such shares an appropriate legend calling attention to the foregoing restrictions on transferability of such shares.

(c) Not Applicable.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF PARENT AND ACQUISITION CO.

Parent and Acquisition Co. jointly and severally represent and warrant to GFL and the Principal Stockholder as follows:

6 . 1 Organization. Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own its property and to carry on its business as it is now being conducted. Acquisition Co. is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has all requisite corporate power and authority to own its property and to carry on its business as it is now being conducted.

6 . 2 Due Authorization. Parent and Acquisition Co. each has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements and the execution and delivery of this Agreement and the Other Agreements and the performance of all of its obligations hereunder and thereunder has been duly and validly authorized and approved by all necessary corporate action of the Parent and Acquisition Co. This Agreement has been, and on the Closing Date the Other Agreements will have been, duly executed and delivered by Parent and Acquisition Co. and constitutes, or, in the case of the Other Agreements will constitute, the legal, valid and binding obligations of Parent and Acquisition Co., enforceable against Parent and Acquisition Co. in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

6.3 Consents. Except as set forth on Schedule 6.3, no notice to, filing with, authorization of, exemption by, or consent of, any Person is required for Parent or Acquisition Co. to consummate the transactions contemplated hereby.

6 . 4 No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in (i) a violation of or a conflict with any provision of the certificate of incorporation, by-laws or other organizational document of Parent or Acquisition Co.; (ii) a breach of, or a default under, any term of provision of any contract, agreement, indebtedness, lease, commitment, license, franchise, permit, authorization or concession to which Parent or Acquisition Co. is a party which breach or default would have a material adverse effect on the business or financial condition of Parent or Acquisition Co. or their ability to consummate the transactions contemplated hereby; or (iii) a violation by Parent or Acquisition Co. of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, which violation would have a material adverse effect on the business or financial condition of Parent or Acquisition Co. or its ability to consummate the transactions contemplated hereby.

6 . 5 Brokers, Etc. No broker or investment banker acting on behalf of Parent or Acquisition Co. or under the authority of Parent or Acquisition Co. is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from GFL or Parent in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Parent. All underwriting discounts and fees incident to the IPO will be paid by Parent.

6.6 Accuracy of Statements. No representation or warranty by Parent or Acquisition Co. in this Agreement contains, or will contain, an untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Parent that materially adversely affects the business, financial condition or affairs of the Parent or Acquisition Co.

6.7 Representations and Warranties of GFL and the Principal Stockholder. Parent is not aware of, nor has discovered through due diligence, any breaches by GFL or Principal Stockholder of their respective representations and warranties made in Article 5 of this Agreement, which it has not disclosed to GFL and the Principal Stockholder.

6.8 Capitalization. The authorized capital stock of the Parent consists of (i) 45,000,000 shares of Common Stock, of which on the date hereof and as of the Closing Date 2,366,250 shares are issued and outstanding, and (ii) 5,000,000 shares of preferred stock, $0.001 par value per share, of which on the date hereof and on the Closing Date no shares are or will be issued and outstanding. Other than shares of Common Stock sold in the IPO or issued in connection with the Target Company Transactions, and set forth in the Registration Statement no subscription, warrant, option, convertible security or other right (contingent or otherwise) to purchase, acquire (including rights of first refusal, anti-dilution or pre-emptive rights) or register under the Securities Act any shares of capital stock of Parent is authorized or outstanding. Neither Parent nor Acquisition Co. has any obligation to issue any subscription, warrant, option, convertible security or other such right or to issue or distribute to holders of any shares of its capital stock any evidence of indebtedness or assets of Parent. Parent does not have any obligation to purchase, redeem or otherwise acquire any shares of its capital stock or any interest therein or to pay any dividend or make any other distribution in respect thereof. There are no outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights with respect to Parent. At the Closing, the shares of Common Stock to be issued to GFL as part of the Merger Consideration will be duly authorized, validly issued, fully paid and non-assessable. At the Effective Time Acquisition Co. will be a wholly owned subsidiary of Parent.

ARTICLE 7
COVENANTS AND CONDUCT OF GFL
FROM THE DATE OF EXECUTION OF THIS AGREEMENT TO THE CLOSING DATE

GFL and the Principal Stockholder, jointly and severally, covenant that from the date of the execution of this Agreement to the Closing Date, that GFL shall:

7.1 Compensation. Except in the ordinary course of business or as set forth on Schedule 7.1, not increase or commit to increase, the amount of compensation payable, or to become payable by GFL, or make, any bonus, profit-sharing or incentive payment to any of its officers, directors or relatives of any of the foregoing;

7.2 Encumbrance of Assets. Not cause any Encumbrance of any kind other than Permitted Encumbrances to be placed upon any of the assets of GFL, exclusive of liens arising as a matter of law in the ordinary course of business as to which there is no known default;

7.3 Incur Liabilities. Not take any action which would cause GFL to incur any obligation or liability (absolute or contingent) except liabilities and obligations incurred in the ordinary course of business or which will be paid or otherwise satisfied at Closing;

7.4 Disposition of Assets. Not sell or transfer any tangible or intangible assets of GFL or cancel any debts or claims, except in each case in the ordinary course of business;

7.5 Executory Agreements. Except for modifications in connection with extensions of existing agreements in the ordinary course of business, not modify, amend, alter, or terminate (by written or oral agreement, or any manner of action or inaction), any of the executory agreements of GFL including, without limitation, any agreements related to the Fighter Library, agreements with customers, vendors, consultants or suppliers, or televisions or media partners, except as otherwise approved by Parent in writing, which consent will not be unreasonably withheld or delayed;

7.6 Material Transactions. Not enter into any transaction material in nature or amount without the prior written consent of Parent, except for transactions in the ordinary course of business;

7.7 Purchase or Sale Commitments. Not undertake any purchase or sale commitment that will result in purchases outside of customary requirements;

7.8 Preservation of Business. Use its best efforts to preserve the Business, keep in faithful service the present officers and key employees of GFL (other than increasing compensation to do so) and preserve the goodwill of its suppliers, customers and others having business relations with GFL;

7.9 Investigation. Allow, during normal business hours, Parent's personnel, attorneys, accountants and other authorized representatives free and full access to the plans, properties, books, records, documents and correspondence, and all of the work papers and other documents relating to GFL in the possession of GFL, its officers, directors, employees, auditors or counsel, in order that Parent may have full opportunity to make such investigation as it may desire of the properties and Business of GFL;

7.10 Compliance with Laws. Comply in all material respects with all Laws applicable to GFL or to the conduct of its Business;

7.11 Notification of Material Changes. Provide Parent's representatives with prompt written notice of any material and adverse change in the condition (financial or other) of GFL's assets, liabilities, earnings, prospects or business which has not been disclosed to Parent in this Agreement; and

7.12 Cooperation. Cooperate fully, completely and promptly with Parent in connection with (i) securing any approval, consent, authorization or clearance required hereunder, or (ii) satisfying any condition precedent to the Closing without additional cost and expense to GFL unless such action is otherwise the obligation of GFL.

7.13 Accounting Matters and Registration Statement. Cooperate fully, completely and promptly with Parent, its counsel, and all auditors in connection with the Registration Statement, including using best efforts to provide Parent at GFL's expense, as herein limited, with all GFL financial statements required by Regulation S-X promulgated under the Securities Act for inclusion in the Registration Statement. GFL sole financial obligation to provide the financial information, including but not limited to any and all audited and unaudited financial statements required for the IPO and this Agreement is limited to $20,000. All fees, costs and expense to provide the required financial information and audited and unaudited financial statements in excess of $20,000 shall be borne directly by Parent, whereby, Parent shall notify the parties engaged to provide the information and financial statements to bill Parent directly. All costs and expenses for preparation and auditing of the financials for the year ended 2015 and thereafter shall be incurred directly by the Parent.

Nothing in this Agreement shall prohibit GFL from paying dividends and other distributions to the Principal Stockholder or any other GFL Stockholder.

ARTICLE 8
CONDITIONS TO CLOSING

8.1 Conditions to Obligations of GFL. The obligations of GFL to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by GFL):

(a) Performance of Agreements and Conditions. All agreements and covenants to be performed and satisfied by Parent and Acquisition Co. hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Parent and Acquisition Co. in all material respects.

(b) Representations and Warranties True. The representations and warranties of Parent and Acquisition Co. contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of Parent and Acquisition Co. contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to GFL of the transactions contemplated by this Agreement taken as a whole, in each such case on and as of the Closing Date, with the same effect as though made on and as of the Closing Date, and there shall be delivered to GFL on the Closing Date a certificate, in form of Exhibit F attached hereto, executed by the Chief Executive Officer of Parent to that effect (the "Parent Officer's Certificate").

(c) Payment of Merger Consideration. Parent shall have delivered the Merger Consideration as provided in Section 3.2(b).

(d) No Action or Proceeding . No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the Merger contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(e) Other Agreements. Parent and Acquisition Co. shall have delivered to GFL, and the Principle Stockholder, duly executed copies of each of the Other Agreements.

(f) Required Consents. GFL shall have obtained all consents of or provided notification to any third parties required by the terms of any Contract or applicable law for GFL to consummate the transactions contemplated by this Agreement. The Parent shall provide a written confirmation from its accounting firm that Merger shall qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended by reason of Section 368(a)(2)(E) of the Code

8.2 Conditions to Obligations of Parent. The obligations of Parent and Acquisition Co. to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Parent):

(a) Performance of Agreements and Covenants. All agreements and covenants to be performed and satisfied by GFL and the Principal Stockholder hereunder on or prior to the Closing Date shall have been duly performed and satisfied by GFL and the Principal Stockholder in all material respects.

(b) Representations and Warranties True . The representations and warranties of GFL and the Principal Stockholder contained in this Agreement that are qualified as to materiality shall be true and correct, and all other representations and warranties of GFL and the Principal Stockholder contained in this Agreement shall be true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the transactions contemplated hereby or the Business taken as a whole, in each such case on and as of the Closing Date with the same effect as though made on and as of the Closing Date (except for those representations and warranties that specifically refer to some other date), and there shall be delivered by GFL on the Closing Date a certificate, in form of Exhibit G attached hereto, executed by the Chief Executive Officer of GFL to that effect (the "GFL Officer's Certificate").

(c) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the Merger or the other transactions contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(d) Other Agreements. GFL and the Principal Stockholder shall have delivered to Parent a duly executed copy of each of the Other Agreements to which it is a party.

(f) Non-Competition and Non-Solicitation Agreements. The Principal Stockholder shall have entered into a Non-Competition and Non-Solicitation Agreement with the Parent in substantially the form attached hereto as Exhibit D.

(g) Required Consents. GFL shall have obtained all consents of or provided notification to any third parties required by the terms of any Contract or applicable law for GFL to consummate the transactions contemplated by this Agreement.

(h) IPO. Parent shall have completed the IPO.

ARTICLE 9
POST-CLOSING COVENANTS, OTHER AGREEMENTS

9 . 1 Availability of Records. After the Closing, Parent, shall make available to the Principal Stockholder as reasonably requested by Principal Stockholder, his agents and representatives, or as requested by any Governmental Authority, all information, records and documents relating to the Business for all periods prior to Closing and shall preserve all such information, records and documents until the later of: (a) six (6) years after the Closing; (b) the expiration of all statutes of limitations for Taxes for periods prior to the Closing, or extensions thereof applicable to the Principal Stockholder and the other GFL Stockholders for Tax information, records or documents; or (c) the required retention period for all government contract information, records or documents. Prior to destroying any records related to the Business for the period prior to the Closing, Parent shall notify the Principal Stockholder ninety (90) days in advance of any such proposed destruction of its intent to destroy such records, and Parent will permit the Principal Stockholder to retain any such records.

9.2 Tax Matters. After the Closing Date, Parent and the Principal Stockholder shall cooperate in the filing of any Tax returns or other Tax-related forms or reports, to the extent any such filing requires providing each other with necessary relevant records and documents relating to the transactions contemplated hereby. GFL and Parent shall cooperate in the same manner in defending or resolving any Tax audit, examination or Tax-related litigation.

9.3 GFL Stockholders' Agent.

(a) Appointment of the Principal Stockholder as GFL Stockholders' Agent . The Principal Stockholder shall serve as GFL Stockholders' agent and is hereby appointed, authorized and empowered to be the exclusive proxy, representative, agent and attorney-in-fact of GFL Stockholders, with full power of substitution, to make all decisions and determinations and to act and execute, deliver and receive all documents, instruments and consents on behalf of and as agent for such stockholder at any time in connection with, and that may be necessary or appropriate to accomplish the intent and implement the provisions of this Agreement, including, without limitation, Article 10 of this Agreement, and to facilitate the consummation of the transactions contemplated thereby. By executing this Agreement, the Principal Stockholder accepts such appointment, authority and power. Without limiting the generality of the foregoing, the Principal Stockholder will have the power to take any of the following actions on behalf of GFL Stockholders: to negotiate, enter into settlements and compromises of, resolve and comply with orders of courts and awards of arbitrators or other third-party intermediaries with respect to any disputes arising under this Agreement; and to make, execute, acknowledge and deliver all such other agreements, guarantees, orders, receipts, endorsements, notices, requests, instructions, certificates, stock powers, letters and other writings, and, in general, to do any and all things and to take any and all action that the Principal Stockholder, in his sole and absolute discretion, may consider necessary or proper or convenient in connection with or to carry out the activities described in this Section 9.3 and the transactions contemplated hereby.

(b) Authority. The appointment of the Principal Stockholder as GFL Stockholders' agent by each GFL Stockholder is coupled with an interest and may not be revoked in whole or in part (including, without limitation, upon the death or incapacity of any stockholder). Such appointment will be binding upon the heirs, executors, administrators, estates, personal representatives, officers, directors, security holders, successors and assigns of each GFL Stockholder. All decisions of the Principal Stockholder will be final and binding on all of GFL Stockholders, and no stockholder will have the right to object, dissent, protest or otherwise contest the same. Parent will be entitled to rely upon, without independent investigation, any act, notice, instruction or communication from GFL Stockholders' Agent and any document executed by GFL Stockholders' Agent on behalf of any stockholder and will be fully protected in connection with any action or inaction taken or omitted to be taken in reliance thereon absent willful misconduct. GFL Stockholders' Agent will not be responsible for any loss suffered by, or liability of any kind to, the stockholders arising out of any act done or omitted by GFL Stockholders' Agent in connection with the acceptance or administration of GFL Stockholders' Agent's duties hereunder, unless such act or omission involves gross negligence or willful misconduct.

(c) Resignation, Death or Incapacity of Principal Stockholder. The Principal Stockholder may resign as GFL Stockholder's agent by providing thirty (30) days prior written notice to Parent. Upon the resignation of the Principal Stockholder, the Principal Stockholder will appoint a replacement GFL Stockholders' agent (who will be reasonably acceptable to Parent) to serve in accordance with the terms of this Agreement; provided, however, that such appointment will be subject to such newly-appointed GFL Stockholders' agent's notifying Parent in writing of its appointment and appropriate contact information for purposes of this Agreement, and Parent will be entitled to rely upon, without independent investigation, the identity of such newly-appointed GFL Stockholders' agent as set forth in such written notice. Upon the death or incapacity of the Principal Stockholder, GFL Stockholders holding at least a majority of the Parent Common Stock payable as consideration to GFL Stockholders will elect a replacement GFL Stockholders' agent (who will be reasonably acceptable to Parent).

9.4 Stockholder Consent.

(a) GFL, acting through its Board of Directors, shall, in accordance with the NYBCL and its Certificate of Incorporation and By-laws, take all actions reasonably necessary to establish a record date for, duly call, give notice of, convene, and hold a stockholders meeting for the purpose of obtaining the requisite approval and adoption of this Agreement and the transactions contemplated hereby by the GFL Stockholders. GFL shall notify each GFL Stockholder, whether or not entitled to vote, of the proposed GFL Stockholders' meeting. Such meeting notice shall state that the purpose, or one of the purposes, of the meeting is to consider the Merger and shall contain or be accompanied by a copy or summary of this Agreement. Notwithstanding the foregoing, the Board of Directors of GFL shall not be required to take all actions reasonably necessary to establish a record date for, duly call, give notice of, convene and hold a GFL Stockholders meeting for the purpose of obtaining the requisite approval and adoption of this Agreement and the transactions contemplated hereby by the GFL Stockholders if GFL's Board of Directors and the requisite GFL Stockholders otherwise take all actions reasonably necessary to approve this Agreement and the transactions contemplated hereby by written consent in lieu of a meeting of the GFL Stockholders to the extent permitted by the NYBCL and applicable law. If a written consent of the GFL Stockholders is obtained, at least 80% of the GFL Stockholders must approve this Agreement and the transactions contemplated thereby.

(b) The Board of Directors of GFL shall unanimously recommend such approval and shall use all reasonable efforts to solicit and obtain such approval; provided, however, that the Board of Directors of GFL may at any time prior to approval of the GFL Stockholders (i) decline to make, withdraw, modify or change any recommendation or declaration regarding this Agreement or the Merger or (ii) recommend and declare advisable any other offer or proposal, to the extent the Board of Directors of GFL determines in good faith, based upon advice of legal counsel, that withdrawing, modifying, changing or declining to make its recommendation regarding this Agreement or the Merger or recommending and declaring advisable any other offer or proposal is necessary to comply with its fiduciary duties under applicable law (which declinations, withdrawal, modification or change shall not constitute a breach by GFL of this Agreement). GFL shall provide written notice to Parent promptly upon GFL taking any action referred to in the foregoing proviso.

(c) Pursuant to the NYBCL, at any time before the certificate of merger is filed with the Secretary of State of the State of New York, including any time after the Merger is authorized by the GFL Stockholders, the Merger may be abandoned and this Agreement may be terminated in accordance with the terms hereof, without further action by the GFL Stockholders.

9.5 Appointment of Director. The Principal Stockholder shall have the right to nominate one (1) director to the Board of Directors of Parent who shall serve until his or her resignation or until his or her successor is duly elected at the annual meeting of Parent's stockholders following the first (1st) anniversary of the Closing Date. The nominated director shall be entitled to any and all compensation provided to other directors of Parent and said director shall be covered by an Officers and Directors Insurance policy.

9.6 Transfer of Parent's shares owned by GFL Stockholders. Upon receipt by Parent from a GFL Stockholder of a request for the transfer of shares of Parent's Common Stock in accordance with the Securities Act and/or the Securities Exchange Act of 1934, Parent shall forward said request to its securities counsel without delay and request that counsel for Parent review the request within 30 days and to the extent the request meets the securities laws, that said counsel issue an opinion of counsel as reference in Paragraph 5.26(b) herein at no cost to the GFL stockholder enabling the transfer. No valid sale or transfer request shall be unreasonably withheld or delayed.

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification by the GFL Stockholders. The GFL Stockholders hereby jointly and severally agree to indemnify, defend and hold Parent harmless from and against any Losses (defined below) in respect of the following:

(b) Losses resulting from the breach of any representations, warranties, covenants or agreements made by GFL, the Principal Stockholder or any GFL Stockholder in this Agreement or in any of the Other Agreements.

10.2 Indemnification by Parent. Parent hereby agrees to indemnify, defend and hold the GFL Stockholders harmless from and against any Losses in respect of the following:

(a) Losses resulting from any breach of any representations, warranties, covenants or agreements made by Parent or the Acquisition Co. in this Agreement or in any of the Other Agreements.

10.3 Indemnification Procedure for Third-Party Claims.

(a) In the event that any party (the "Indemnified Person") desires to make a claim against any other party (the "Indemnifying Person") in connection with any Losses for which the Indemnified Person may seek indemnification hereunder in respect of a claim or demand made by any Person not a party to this Agreement against the Indemnified Person (a "Third-Party Claim"), such Indemnified Person must notify the Indemnifying Person in writing, of the Third-Party Claim (a "Third-Party Claim Notice") as promptly as reasonably possible after receipt, but in no event later than fifteen (15) calendar days after receipt, by such Indemnified Person of notice of the Third-Party Claim; provided, that failure to give a Third-Party Claim Notice on a timely basis shall not affect the indemnification provided hereunder except to the extent the Indemnifying Person shall have been actually and materially prejudiced as a result of such failure. Upon receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall be entitled, at the Indemnifying Person's election, to assume or participate in the defense of any Third-Party Claim at the cost of Indemnifying Person. In any case in which the Indemnifying Person assumes the defense of the Third-Party Claim, the Indemnifying Person shall give the Indemnified Person ten (10) calendar days' notice prior to executing any settlement agreement and the Indemnified Person shall have the right to approve or reject the settlement and related expenses; provided, however, that upon rejection of any settlement and related expenses, the Indemnified Person shall assume control of the defense of such Third-Party Claim and the liability of the Indemnifying Person with respect to such Third-Party Claim shall be limited to the amount or the monetary equivalent of the rejected settlement and related expenses.

(b) The Indemnified Person shall retain the right to employ its own counsel and to discuss matters with the Indemnifying Person related to the defense of any Third-Party Claim, the defense of which has been assumed by the Indemnifying Person pursuant to Section 10.3(a) of this Agreement, but the Indemnified Person shall bear and shall be solely responsible for its own costs and expenses in connection with such participation; provided, however, that, subject to Section 10.3(a) above, all decisions of the Indemnifying Person shall be final and the Indemnified Person shall cooperate with the Indemnifying Person in all respects in the defense of the Third-Party Claim, including refraining from taking any position adverse to the Indemnifying Person.

(c) If the Indemnifying Person fails to give notice of the assumption of the defense of any Third-Party Claim within a reasonable time period not to exceed forty-five (45) days after receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall no longer be entitled to assume (but shall continue to be entitled to participate in) such defense. The Indemnified Person may, at its option, continue to defend such Third-Party Claim and, in such event, the Indemnifying Person shall indemnify the Indemnified Person for all reasonable fees and expenses in connection therewith (provided it is a Third-Party Claim for which the Indemnifying Person is otherwise obligated to provide indemnification hereunder). The Indemnifying Person shall be entitled to participate at its own expense and with its own counsel in the defense of any Third-Party Claim the defense of which it does not assume. Prior to effectuating any settlement of such Third-Party Claim, the Indemnified Person shall furnish the Indemnifying Person with written notice of any proposed settlement in sufficient time to allow the Indemnifying Person to act thereon. Within fifteen (15) days after the giving of such notice, the Indemnified Person shall be permitted to effect such settlement unless the Indemnifying Person (a) reimburses the Indemnified Person in accordance with the terms of this Article 10 for all reasonable fees and expenses incurred by the Indemnified Person in connection with such Claim; (b) assumes the defense of such Third-Party Claim; and (c) takes such other actions as the Indemnified Person may reasonably request as assurance of the Indemnifying Person's ability to fulfill its obligations under this Article 10 in connection with such Third-Party Claim.

10.4 Indemnification Procedure for Other Claims. An Indemnified Party wishing to assert a claim for indemnification which is not a Third Party Claim subject to Section 10.3 (a "Claim") shall deliver to the Indemnifying Party a written notice (a "Claim Notice") which contains (i) a description and, if then known, the amount (the "Claimed Amount") of any Losses incurred by the Indemnified Party or the method of computation of the amount of such claim of any Losses, (ii) a statement that the Indemnified Party is entitled to indemnification under this Article 10 and a reasonable explanation of the basis therefor, and (iii) a demand for payment in the amount of such Losses. Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party shall deliver to the Indemnified Party a written response in which the Indemnifying Party shall: (A) agree that the Indemnified Party is entitled to receive all of the Claimed Amount, (B) agree in a "Counter Notice" that the Indemnified Party is entitled to receive part, but not all, of the Claimed Amount (the "Agreed Amount"), or (C) contest that the Indemnified Party is entitled to receive any of the Claimed Amount including the reasons therefor. If the Indemnifying Party in the Counter Notice or otherwise contests the payment of all or part of the Claimed Amount, the Indemnifying Party and the Indemnified Party shall use good faith efforts to resolve such dispute. If such dispute is not resolved within sixty (60) days following the delivery by the Indemnifying Party of such response, the Indemnifying Party and the Indemnified Party shall each have the right to submit such dispute to a court of competent jurisdiction in accordance with the provisions of Section 12.17.

10.5 Losses.

(a) For purposes of this Agreement, "Losses" shall mean all actual liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including, without limitation, reasonable attorneys', accountants' and consultants' fees and expenses and court costs, including punitive, indirect, consequential or other similar damages only brought by third parties. Losses shall include punitive, indirect, consequential or similar damages only for claims brought by third parties.

(b) Any liability for indemnification under this Agreement shall be determined without duplication of recovery due to the facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement.

(c) The Indemnified Person agrees to use all reasonable efforts to obtain recovery from any and all third parties who are obligated respecting a Loss (e.g. parties to indemnification agreements, insurance companies, etc.) ("Collateral Sources") respecting any Claim pursuant to which the Indemnified Person is entitled to indemnification hereunder. If the amount to be netted hereunder from any payment from a Collateral Source is determined after payment of any amount otherwise required to be paid to an Indemnified Person under this Article 10, the Indemnified Person shall repay to the Indemnifying Person, promptly after such receipt from Collateral Source, any amount that the Indemnifying Person would not have had to pay pursuant to this Article 10 had such receipt from the Collateral Source occurred at the time of such payment.

(d) Each Indemnified Person shall (and shall cause its Affiliates to) use commercially reasonable efforts to mitigate any claim for Losses that an Indemnified Person asserts under this Article 10.

(e) The amount of any and all Losses (and other indemnification payments) under this Agreement shall be decreased by (A) any Tax benefits in excess of Tax detriments actually realized by the applicable Indemnified Person related to the Loss, including deductibility of any such Losses (or other items giving rise to such indemnification payment), and (B) the amount of any insurance proceeds or other amounts recoverable from Collateral Sources (netted against deductibles and other costs associated with making or pursuing any such claims, as applicable), received or to be received by the applicable Indemnified Person with respect to such Losses under any insurance policy maintained by the Indemnified Person or any other Person or from any other Collateral Source. The Indemnified Person will assign to the Indemnifying Person any rights or contribution or subrogation the Indemnified Person may have against or respecting any Collateral Source or other Persons related to such Loss which is indemnified by the Indemnifying Person hereunder.

10.6 Certain Limitations. Notwithstanding anything to the contrary contained in this Agreement: (i) Neither the GFL Stockholders nor Parent shall be required to indemnify any party hereunder for their breach of any representation or warranty unless and until the aggregate amount of Losses arising from such types of breaches shall exceed $100,000.00 and at such time as the aggregate amount of Losses exceeds such amount the obligation to indemnify shall include all Losses including the first $100,000.00; and (ii) no GFL Stockholder shall be liable to provide indemnification hereunder in an aggregate amount in excess of twenty percent (20%) of the value of the Merger Consideration received by such GFL Stockholder.

10.7 Exclusive Remedies. Each of Parent, GFL and the GFL Stockholders acknowledges and agrees that, from and after the Closing, its sole and exclusive remedy with respect to any and all Losses based upon, arising out of or otherwise in respect of the matters set forth in this Agreement shall be pursuant to the indemnification set forth in this Article 10, and such party shall have no other remedy or recourse with respect to any of the foregoing other than pursuant to, and subject to the terms and conditions of, this Article 10; provided, that the foregoing limitation shall not apply to claims seeking specific performance or other available equitable relief.

10.8 Tax Indemnification. The parties hereto intend that the Merger will be treated as a tax-free reorganization under Section 368 of the Code, and shall qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended by reason of Section 368(a)(2)(E) of the Code. The limitations specified Paragraph 10.6 do not apply to this indemnification provision, whereby in the event there is any claim by a taxing authority that the Merger is not a tax free transaction the Parent's obligation to indemnify the GFL Stockholders shall be immediate. The Parent shall indemnify each of the GFL Stockholders, individually and severally, for any and all liability, costs and fees in defending the tax-free nature of the Merger, as well as any and all taxes and penalties assessed in the event a taxing authority determines that the Merger is not a tax-free exchange.

ARTICLE 11
TERMINATION AND SURVIVAL

11.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing Date as follows:

(a) with the mutual consent of Parent and GFL;

(b) by Parent, if it is not then in material breach of its obligations under this Agreement and if (A) any of GFL's or the Principal Stockholder's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.2(b) would not be satisfied, or (B) any of GFL's or the Principal Stockholder's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.2(a) would not be satisfied; provided, however, that Parent shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by GFL unless GFL fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from Parent of such inaccuracy or breach; or

(c) by GFL, if it is not then in material breach of its obligations under this Agreement and if (A) any of Parent's representations and warranties contained in this Agreement shall be inaccurate such that the condition set forth in Section 8.1(b) would not be satisfied, or (B) any of Parent's covenants contained in this Agreement shall have been breached such that the condition set forth in Section 8.1(a) would not be satisfied; provided, however, that GFL shall not terminate this Agreement under this Section on account of any breach or inaccuracy that is curable by Parent unless Parent fails to cure such inaccuracy or breach within ten (10) Business Days after receiving written notice from GFL of such inaccuracy or breach.

(d) by Parent or GFL if the Closing has not occurred on or prior to June 30, 2016, as such date may be extended by mutual agreement of Parent and GFL, upon written notice by Parent to GFL or GFL to Parent.

11.2 Procedure Upon Termination. In the event of termination and abandonment by Parent or GFL, or both, pursuant to Section 11.1 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate without further action by Parent or GFL. If this Agreement is terminated as provided herein each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

11.3 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Parent or GFL; provided, however, that the obligations of the parties set forth in Article 10, this Section 11.3 and Sections 7.13, 12.2, 12.3, 12.4, 12.7, 12.9, 12.13, and 12.15 hereof shall survive any such termination and shall be enforceable hereunder.

(b) Nothing in this Section 11.3 shall relieve Parent, GFL or the Principal Stockholder of any liability for a material breach of this Agreement prior to the date of termination, the damages recoverable by the non-breaching party shall include all attorneys' fees reasonably incurred by such party in connection with the transactions contemplated hereby.

ARTICLE 12
MISCELLANEOUS

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall be made by either party without the prior express written consent of the other party.

12.2 Intentionally Omitted.

12.3 Confidentiality. All information gained by either party concerning the other as a result of the transactions contemplated hereby ("Confidential Information"), including the execution and consummation of the transactions contemplated hereby and the terms thereof and information obtained by Parent and its representatives in conducting due diligence respecting GFL and the Business, will be kept in strict confidence. All Confidential Information will be used only for the purpose of consummating the transactions contemplated hereby. Following the Closing, all Confidential Information relating to the Business disclosed by GFL to Parent shall become the Confidential Information of Parent, subject to the restrictions on use and disclosure by GFL imposed under this Section 12.3. Neither GFL, the Principal Stockholder, nor Parent shall, without having previously informed the other party about the form, content and timing of any such announcement, make any public disclosure with respect to the Confidential Information or transactions contemplated hereby, except:

(a) As may be required by the Securities Act for inclusion in the Registration Statement; or

(b) As may be required by applicable Law provided that, in any such event, the party required to make the disclosure will (I) provide the other party with prompt written notice of any such requirement so that such other party may seek a protective order or other appropriate remedy, (II) consult with and exercise in good faith all reasonable efforts to mutually agree with the other party regarding the nature, extent and form of such disclosure, (III) limit disclosure of Confidential Information to what is legally required to be disclosed, and (IV) exercise its best efforts to preserve the confidentiality of any such Confidential Information; or

(c) Parent may disclose the terms of this Agreement and the transactions contemplated hereby to an actual or prospective underwriter, lender, investor, partner or agent, subject to a non-disclosure agreement pursuant to which such lender, investor, partner or agent agrees to be bound by the terms of this Section 12.3; or

(d) Disclosure to a party's representatives and advisors in connection with advising such party and preparing its Tax returns.

12.4 Expenses. Except as otherwise specifically stated herein, each party shall bear its own expenses with respect to the transactions contemplated by this Agreement. Notwithstanding the foregoing, and subject to the obligations of GFL to deliver to Parent the financial statements required by Section 7.13, all legal, accounting and regulatory fees and expenses incident to the IPO, including preparation and filing of the Registration Statement will be borne by Parent. Parent will also cover the reasonable and customary legal fees of one securities counsel designated by the majority the Target Companies being acquired on the Closing Date.

12.5 Severability. Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

12.6 Entire Agreement. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all of the parties hereto. This Agreement and the Other Agreements contain the entire agreement of the parties hereto with respect to the transactions covered hereby, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof.

12.7 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied (including Article 10), shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

12.8 Waiver. The failure of any party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any waiver hereunder shall be effective only if delivered to the other party hereto in writing by the party making such waiver.

12.9 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

12.10 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

12.11 Counterparts. The parties may execute this Agreement in one or more counterparts, and each fully executed counterpart shall be deemed an original.

12.12 Further Documents. Each of Parent, GFL and the Principal Stockholder shall, and shall cause its respective Affiliates to, at the request of another party, execute and deliver to such other party all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

12.13 Notices. All communications, notices and consents provided for herein shall be in writing and be given in person or by means of facsimile (with request for assurance of receipt in a manner typical with respect to communications of that type and confirmation by mail), by overnight courier or by registered or certified mail, and shall become effective: (a) on delivery if given in person; (b) on the date of transmission if sent by facsimile; (c) one (1) Business Day after delivery to the overnight service; or (d) four (4) Business Days after being mailed, with proper postage and documentation, for first-class registered or certified mail, prepaid.

Notices shall be addressed as follows:

If to Parent, to:

Alliance MMA, Inc.
c/o Ivy Equity Investors, LLC
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Joseph Gamberale
Phone: (212) 521-4268
Fax: (212) 521-4099

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

If to GFL or the Principal Stockholder, to:

Go Fight Net, Inc.
d/b/a Go Fight Live
4 Abigails Path
East Hampton NY 11937
Attention: Mr. David Klarman, CEO
Phone: (516) 908-4800
Email: dklarman@gfl.tv

provided, however, at the time of mailing or within three (3) Business Days thereafter there is or occurs a labor dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any communication, notice or consent provided for herein shall be given in person or by means of facsimile or by overnight courier, and further provide that if any party shall have designated a different address by notice to the others, then to the last address so designated.

12.14 Schedules. Parent and GFL agree that any disclosure in any Schedule attached hereto shall (a) constitute a disclosure only under such specific Schedule and shall not constitute a disclosure under any other Schedule referred to herein unless a specific cross-reference to another Schedule is provided or such disclosure is otherwise clear from the context of the disclosure in such Schedule and (b) not establish any threshold of materiality. GFL or Parent may, from time to time prior to or at the Closing, by notice in accordance with the terms of this Agreement, supplement or amend any Schedule, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein. No such supplemental or amended Schedule shall be deemed to cure any breach for purposes of Section 8.2(b). If, however, the Closing occurs, any such supplement and amendment will be effective to cure and correct for all other purposes any breach of any representation, warranty, covenant or obligation which would have existed if GFL or Parent had not made such supplement or amendment, and all references to any Schedule hereto which is supplemented or amended as provided in this Section 12.14 shall for all purposes at and after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

12.15 Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other gender as the context requires.

12.17 Submission to Jurisdiction. Each of Parent, GFL and Principal Stockholder (a) submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or any other federal or state court in the State of Delaware if it is determined that the Court of Chancery does not have jurisdiction over such action) in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined only in any such court, and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto. Either party may make service on the other party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 12.13. Nothing in this Section 12.17, however, shall affect the right of any Party to serve legal process in any other manner permitted by law.

12.18 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY MATTER WHICH IS THE SUBJECT OF THIS AGREEMENT, THE OTHER AGREEMENTS OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[*Signature Page to Merger Agreement Follows*]

[*Signature Page to Merger Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

GFL:

GO FIGHT NET, INC.

By: _____
Name: David Klarman
Title: CEO

PRINCIPAL STOCKHOLDER:

_____
David Klarman

PARENT:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXHIBITS AND SCHEDULES

Exhibits

Exhibit A:	Certificate of Incorporation of Acquisition Co.
Exhibit B:	By-laws of Acquisition Co.
Exhibit C:	Executive Employment Agreement
Exhibit D:	Form of Non-Competition and Non-Solicitation Agreement
Exhibit E:	Form of Intellectual Property License Agreement
Exhibit F:	Form of Parent Officer's Certificate
Exhibit G:	Form of GFL Officer's Certificate

Schedules

Schedule 3.2(d)	GFL Stockholders of Record
Schedule 5.3	Equipment
Schedule 5.4	Title
Schedule 5.5	Intellectual Property
Schedule 5.6	Litigation
Schedule 5.7	Required Consents
Schedule 5.10	Contract Exceptions
Schedule 5.13	Compliance with Laws
Schedule 5.14	Financial Statements
Schedule 5.15	Certain Changes
Schedule 5.16	Employee Plans
Schedule 5.17	Business Employees
Schedule 5.18	Labor Relations
Schedule 5.20	Conflicts
Schedule 6.3	Parent Consents
Schedule 7.1	Compensation Covenant

Schedule 3.2(g)
GFL Stockholders of Record

Name	Address	Number of Shares Held	Number of Shares at Effective Time	Percentage Ownership
David Klarman	4 Abigails Path, East Hampton NY 11937	2,400,000	2,400,000	30
Volterra Partners LLC	4 Abigails Path, East Hampton NY 11937		3,775,000	47.2
Keith Evans		720,000	720,000	9
Mark Chmielinski	921 Pleasant Valley Ave, Mount Laurel NJ 08054	720,000	720,000	9
Dan Broe		360,000	360,000	4.5
Marc Abrams		25,000	25,000	<1.0

Schedule 5.3
Equipment

See Attached Equipment List

Schedule 5.4
Title

SEE TITLE TO GFL TRUCK

Schedule 5.5
Intellectual Property

SEE INTELLECTUAL PROPERTY AGREEMENT

Schedule 5.6
Litigation

NONE

Schedule 5.7
Required Consents

NONE

Schedule 5.10
Contract Exceptions

NONE

Schedule 5.13
Compliance with Laws

NONE

Schedule 5.14
Financial Statements

PROVIDE BY AUDITORS

Schedule 5.15
Certain Changes

NONE

Schedule 5.16
Employee Plans

Simple K 401(k) employee plan at Oppenheimer & Co.

Schedule 5.17
Business Employees

David Klarman

Schedule 5.18
Labor Relations

NONE

Schedule 5.20
Conflicts

None

Schedule 5.21
Fighter Library

Provided Separately

Schedule 6.3
Parent Consents

None

Schedule 7.1
Compensation Covenant

GFL provides some staff with a per pay per view buy incentive in order to generate additional sales. This incentive is limited to $1 to $2 per pay per view buy. This program can be discontinued anytime.

Exhibit A

CERTIFICATE OF INCORPORATION OF GFL ACQUISITION CO., INC.

[*Attached Hereto*]

Exhibit B

BY-LAWS OF GFL ACQUISITION CO., INC.

[*Attached Hereto*]

Exhibit C

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), Effective Date by and between ALLIANCE MMA, INC., a Delaware corporation (the "Company") and David Klarman, an individual and resident of the State of New York (the "Executive") and is delivered pursuant to, and subject to the terms of, that certain Agreement and Plan of Merger, dated as of March 1, 2016 (the "Merger Agreement"), by and among GO FIGHT NET, INC., a New York corporation ("GFL"), the Company, GFL ACQUISITION CO., INC., a New York corporation and wholly-owned subsidiary of the Company ("Acquisition Co."), and the Executive. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement. To the extent there is a conflict between any provision in the Merger Agreement and this Agreement, the provision herein shall take precedent.

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1 . Employment. Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Executive as the Company's Regional Vice President, and Executive accepts such employment.

2 . Position. Executive agrees to serve as a non-executive Vice President of the Company and to perform such duties as are commensurate with such office, including the oversight and management of the employees and day-to-day operations of GFL and its business. The Executive will devote substantially all his business time and efforts to the Company and the Company's business and will not engage in other business activities without the Company's prior consent, whether or not such business activity is pursued for profit, gain or other pecuniary advantage. The Company acknowledges that Employee is seeking to sell the GFL boxing assets to a third party. Employee shall have the right to allocate a portion of his business time to maintain the boxing assets and operations prior to, during and for up to 12 months after the sale of the boxing assets to a third party. Nothing herein will prevent Executive from engaging in investment activities unrelated to the Company's business for his own account. The Executive shall have all the duties and powers of an officer of the Company and shall report to the Company's Chief Executive Officer.

3 . Term. The term of this Agreement will begin on Effective Date and will end on the three-year anniversary of such date (the "Term"). After such initial three-year period, the Term will renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least sixty (60) days prior to such date. The parties hereto agree that, upon the expiration of the Term, the Executive's employment with the Company will terminate and the Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. The Company will be under no obligation whatsoever to renew or continue the employment of the Executive beyond the Term.

4 . Salary; Bonus. (a) Executive will receive a salary during the Term of One Hundred Thousand ($100,000) per year ("Base Compensation"), pro-rated for partial years, payable at regular intervals in accordance with the Company's normal payroll practices in effect from time to time. Executive's Base Compensation will be reviewed annually by the Company's Board of Directors and Executive will be eligible for consideration for merit-based increases to Base Compensation and bonuses as determined by the Board of Directors in its sole discretion. In addition to eligibility for consideration of merit-based increases in the discretion of the Board of Directors, Executive's Base Compensation will be increased effective January 1 of each year during the Term (commencing with January 1, 2017) by three percent (3%) to reflect anticipated increases in cost of living.

5. Benefit Programs. (a) During the Term, Executive will be entitled to participate in or receive benefits as follows:

(i) health and dental insurance pursuant to the Company's current or future plans and policies (premium for only Executive to be paid by Company);

(ii) participation in Company 401(k) plan with Company match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other Executive benefit plan of the Company provided to all employees of the Company on the same terms as other employees of the Company based on tenure and position.

All benefits will be pursuant to programs or arrangements made available by the Company on the date of this Agreement and from time to time in the future to the Company's other employees on a basis consistent with the terms, conditions and overall administration of the foregoing plans, programs or arrangements and with respect to which Executive is otherwise eligible to participate or receive benefits. Executive acknowledges such benefits are subject to change as and when changed by the Company generally.

(b) During the Term, the Company will provide Executive with a Company owned or leased computer and printer and supplies for Company purposes.

(c) During the Term, the Company will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of the Company.

(d) The items provided in connection with paragraphs (b) and (c) will be returned by Executive to the Company upon any termination of this Agreement.

6 . General Policies. (a) So long as the Executive is employed by the Company pursuant to this Agreement, Executive will receive reimbursement from the Company, as appropriate, for all reasonable business expenses incurred by Executive in accordance with Company policies and in the course of his employment by the Company, upon submission to the Company of written vouchers and statements for reimbursement.

(b) During the Term, the Executive will be entitled to three weeks of paid vacation, which will be utilized at such times when his absence will not materially impair the Company' s normal business functions. In addition to the vacation described above, Executive also will be entitled to all paid holidays customarily given by the Company to its employees.

(c) All other matters relating to the employment of Executive by the Company not specifically addressed in this Agreement will be subject to the general policies regarding employees of the Company in effect from time to time.

7 . Termination of Employment. Subject to the respective continuing obligations of the parties, including but not limited to those set forth in Sections 8 and 9 hereof, Executive's employment by the Company may be terminated prior to the expiration of the Term of this Agreement by either the Executive or the Company by delivering a written notice of termination two weeks in advance of such termination (the end of such two week period being the "Date of Termination").

8 . Termination of Employment. (a) In the event of termination of the Executive's employment pursuant to (i) expiration of the Term, (ii) the death or Disability (as defined below) of Executive, (iii) termination by Executive or (iv) termination by the Company with Cause (as defined below), after the Term of this Agreement, compensation (including Base Compensation) will continue to be paid, and the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination in a manner consistent with the applicable terms of the governing plan documents.

(b) In the event of termination of Executive's employment by the Company without Cause or with Cause during the Term of this Agreement, (i) compensation (including Base Compensation) will continue to be paid until the Date of Termination, (ii) the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination, and (iii) after the Date of Termination, Company will pay Executive an amount per month equal to the Base Compensation divided by twelve (12) (pro-rated for partial months) until the end of the Term.

(c) The following Terms will have the following meanings for purposes of this Agreement:

(i) "Cause" means termination of the Executive by the Company for:

(A) the commission of a felony or a crime involving moral turpitude or the commission of any other act or omission involving dishonesty or fraud with respect to the Company;

(B) conduct which brings the Company into public disgrace or disrepute;

(C) gross negligence or willful gross misconduct with respect to the Company;

(D) breach of a fiduciary duty to the Company;

(E) a breach of Section 9 of this Agreement;

(F) Executive's failure to cure a breach of any term of this Agreement (other than Section 9) within thirty (30) days after receipt of written notice from the Company specifying the act or omission that constitutes such breach.

(ii) "Disability" means the physical or mental incapacity of Executive for a period of more than ninety (90) consecutive days, the determination of which by the Company will be conclusive on the parties hereto.\

9 . Non-Competition and Confidentiality Covenants. Executive and Company are party to that certain Non-Competition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 9. The Non-Competition Agreement shall survive the termination of this Agreement pursuant to its terms. Nothwithstanding anything herein the Employee's operation of the GFL Boxing assets shall not be deemed a violation of this Non-Competition Agreement.

10. Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive: David Klarman
4 Abigails Path
East Hamption, NY 11937
Phone: (516) 445-9100
Fax: (516) 908-4800

If to the Company:

Alliance MMA, Inc.
c/o Ivy Equity Investors, LLC
590 Madison Avenue, 21st Floor
New York, NY 10022
Attention: Joseph Gamberale
Phone: (212) 521-4268
Fax: (212) 521-4099

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

11. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof, except to the extent that federal law will be deemed to apply. The parties irrevocably submits to the jurisdiction of the United States District Court, Eastern District of New York, located in Suffolk County New York over any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined only in such Court. Alternatively, if the New York Federal Court shall not have jurisdiction over the subject matter of the action or proceeding, then the parties irrevocably agree that any action or proceeding shall be brought in the state court of New York in Suffolk County located in Riverhead, New York. The parties further waive any objection to venue in such New York courts. This Agreement shall be governed, construed and enforced in accordance with the substantive law of contracts of the State of New York and without regard to New York choice of law principles or conflicts of law principles.

12. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Company and the Executive. No waiver by any party hereto at any time of any breach by another party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a wavier of dissimilar provisions or conditions at the same or any prior subsequent time. No agreements or representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

13. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement which will remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

15. Assignment. This Agreement is personal in nature and Executive may not, without consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

16. Document Review. The Company and the Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants and financial and other advisors as it or he has deemed appropriate in connection with their respective execution of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

17. Entire Agreement This Agreement together with any understanding or modifications thereof as agreed to in writing by the parties, will constitute the entire agreement between the parties hereto.

[*Signature Page to Executive Employment Agreement Follows*]

[*Signature Page to Executive Employment Agreement*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first set forth above.

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

_____
David Klarman

Exhibit D

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (the " Agreement"), dated as of _____ __, 2016 (the "Effective Date") is entered into by and between ALLIANCE MMA, INC., a Delaware corporation ("Company") and David Klarman an individual and resident of the State of New York (the "Executive").

WHEREAS, the Company, GFL ACQUISITION CO., INC., a New York corporation and wholly-owned subsidiary of the Company ("Acquisition Co."), GO FIGHT NET, INC., a New York corporation ("GFL"), and David Klarman, an individual and resident of the State of New York (the "Principal Stockholder") are parties to that certain Agreement and Plan of Merger, dated as of March 1, 2016 (the "Merger Agreement") pursuant to which the Company acquired GFL;

WHEREAS, the execution and delivery of this Agreement by Executive was a condition to the closing of the Merger and the consummation of the other transactions contemplated by the Merger Agreement;

WHEREAS, also in connection with the Merger and consummation of the other transactions contemplated by the Merger Agreement, the Executive has been offered employment by the Company, and the Executive will have access to and be instrumental in developing and implementing critical aspects of the Company's strategic business plan; and

WHEREAS, the Executive is an owner of capital stock or options to acquire the capital stock of the Company and will otherwise personally benefit from the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of (i) the Company entering into the Merger Agreement, (ii) the employment or continued employment of the Executive by the Company, and (iii) the continued receipt and access to confidential, proprietary, and trade secret information associated with the Executive's position with the Company, the Executive and the Company agree as follows:

1 . Confidentiality. Executive understands and agrees that in the course of providing services to the Company, Executive may acquire confidential and/or proprietary information concerning the Company's operations, its future plans and its methods of doing business. Executive understands and agrees it would be extremely damaging to the Company if Executive disclosed such information to a competitor or made such information available to any other person. Executive understands and agrees that such information is divulged to Executive in strict confidence and Executive understands and agrees that Executive shall not use such information other than in connection with the Business and will keep such information secret and confidential unless disclosure is required by court order or otherwise by compulsion of law. In view of the nature of Executive's employment with the Company and the information that Executive has received during the course of Executive's employment, Executive also agrees that the Company would be irreparably harmed by any violation, or threatened violation of the agreements in this paragraph and that, therefor, the Company shall be entitled to an injunction prohibiting Executive from any violation or threatened violation of such agreements.

2 . Non-Competition and Non-Solicitation. The Executive acknowledges and agrees that the nature of the Company's confidential, proprietary, and trade secret information to which the Executive has, and will continue to have, access to derives value from the fact that it is not generally known and used by others in the highly competitive industry in which the Company competes. The Executive further acknowledges and agrees that, even in complete good faith, it would be impossible for the Executive to work in a similar capacity for a competitor of the Company without drawing upon and utilizing information gained during employment with the Company. Accordingly, at all times during the Executive's employment with the Company and for a period of three (3) years after termination, for any reason, of such employment, the Executive will not, directly or indirectly:

(a) Engage in any business or enterprise (whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than one percent (1%) of the outstanding capital stock of a company) that directly or indirectly competes with the Company's business or the business of any of its subsidiaries anywhere in the United States, including but not limited to any business or enterprise that develops, manufactures, markets, or sells any product or service that competes with any product or service developed, manufactured, marketed or sold, or planned to be developed, manufactured, marketed or sold, by the Company or any of its subsidiaries while the Executive was employed by GFL or the Company; or

(b) Either alone or in association with others (i) solicit, or facilitate any organization with which the Executive is associated in soliciting, any employee of the Company or any of its subsidiaries to leave the employ of the Company or any of its subsidiaries; (ii) solicit for employment, hire or engage as an independent contractor, or facilitate any organization with which the Executive is associated in soliciting for employment, hire or engagement as a independent contractor, any person who was employed by the Company or any of its subsidiaries at any time during the term of the Executive's employment with GFL or the Company or any of their respective subsidiaries (provided, that this clause (ii) shall not apply to any individual whose employment with GFL, the Company or any of its subsidiaries has been terminated for a period of one year or longer); or (iii) solicit business from or perform services for any customer, supplier, licensee or business relation of GFL or the Company or any of their respective subsidiaries, induce or attempt to induce, any such entity to cease doing business with the Company or any of its subsidiaries; or in any way interfere with the relationship between any such entity and the Company or any of its subsidiaries.

(c) Notwithstanding the foregoing, nothing contained in this Agreement shall preclude the Executive from managing or operating the GFL boxing assets even if such activities are arguably competitive with the business of the Company or any of its subsidiaries.

3 . Return of Property. Except for the laptop computer Executive uses and shall have the right to maintain ownership of, he understands and agrees that all business information, files, research, records, memoranda, books, lists and other documents and tangible materials, including computer disks, and other hardware and software that he receives during his employment, whether confidential or not, are the property of the Company, and that, upon the termination of his services, for whatever reason, he will promptly deliver to the Company all such materials, including copies thereof, in his possession or under his control. Any analytical templates, books, presentations, reference materials, computer disks and other similar materials already rightfully owned by the Executive prior to the Effective Date shall remain the property of the Executive and any copies thereof obtained by or provided to the Company shall be returned or destroyed in a manner similar acceptable to the Executive.

4 . Not Employment Contract. The Executive acknowledges that this Non-Competition and Non-Solicitation Agreement does not constitute a contract of employment and, except as set forth in Executive Employment Agreement (to which this Agreement is ancillary), does not guarantee hat the Company or any of its subsidiaries will continue [his/her] employment for any period of time or otherwise change the at-will nature of [his/her] employment.

5 . Interpretation. If any restriction set forth in Section 2 is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to render the modified restriction valid, legal and enforceable. The parties intend that the non-competition and non-solicitation provisions contained in this Agreement shall be deemed to be a series of separate covenants, one for each and every county of each and every state of the United States of America where this provision is intended to be effective.

6 . Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7 . Waiver of Rights. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8 . Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and its subsidiaries and are considered by the Executive to be reasonable for such purpose. The Executive agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefor, in the event of any such breach, the Executive agrees that the Company, in addition to such other remedies that may be available, shall be entitled to specific performance and other injunctive relief.

9 . Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the State of Delaware (or, if appropriate, a federal court located within Delaware), and the Company and the Executive each consents to the jurisdiction of such a court.

1 0 . Term. This Agreement shall be effective on the Effective Date. This Agreement shall expire one year from the date in which Executive is employed by the Company. Notwithstanding the foregoing the obligations of the Executive under Sections 1 and 3 shall survive indefinitely.

THE EXECUTIVE ACKNOWLEDGES THAT [HE/SHE] HAS CAREFULLY READ THIS AGREEMENT, HAS SOUGHT INDEPENDENT COUNSEL TO ADVISE [HIM/HER] AS TO THE NATURE AND EXTENT OF [HIS/HER] OBLIGATIONS HEREUNDER AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

[*Signature Page to Non-Competition And Non-Solicitation Agreement Follows*]

[*Signature Page to Non-Competition And Non-Solicitation Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

COMPANY:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

EXECUTIVE:

By: _____

Exhibit E

INTELLECTUAL PROPERTY LICENSE AGREEMENT

This INTELLECTUAL PROPERTY LICENSE AGREEMENT ("Agreement") dated as of _____ __, 2016 is entered into by and among VOLTERRA PARTNERS LTD., a New York limited liability Company (" Licensor") and ALLIANCE MMA, INC., a Delaware corporation ("Licensee") and is delivered pursuant to, and subject to the terms of, that certain Agreement and Plan of Merger, dated as of March 1, 2016 (the "Merger Agreement"), by and among Licensee, GO FIGHT NET, INC., a New York corporation and affiliate of Licensor ("GFL"), GFL ACQUISITION CO., INC., a New York corporation and wholly-owned subsidiary of the Licensee (" Acquisition Co."), and David Klarman, an individual and resident of the State of New York (in his individual capacity and on behalf of the other GFL Stockholders, the "Principal Stockholder"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement.

WHEREAS, Licensor owns or controls all of the Intellectual Property Rights (as such term is defined herein), including but not limited to those set forth on Schedule 5.5 to the Merger Agreement which is incorporated by reference to this Agreement.

WHEREAS, in connection with the Merger Agreement, GFL has agreed to cause Licensor to grant Licensee an exclusive license for use and exploitation of the Intellectual Property Rights for use by GFL and Parent in connection with the Business as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
TERM AND TERMINATION

1 . 1 Term. The term of this Agreement and the rights granted and obligations assumed hereto, shall commence on the Closing Date and shall endure and remain in full force in perpetuity.

1.2 Termination. Notwithstanding anything contained in Section 1.1 to the contrary, this Agreement may be terminated at any time as follows:

(a) with the mutual consent of Licensor and Licensee;

(b) by Licensor upon termination by Licensee of any Executive Employment Agreement of David Klarman under circumstances other than for Cause;

(c) upon a Bankruptcy Event by Parent.

ARTICLE 2
LICENSE GRANT AND RIGHTS

2.1 License.

(a) The GFL web broadcasting platform and all the video content and other data on the GFL website and in its library system is considered the "Intellectual Property". The Intellectual Property is in some cases owned by Licensor and in other cases Licensor has the right to air and maintain the content on the GFL website. All the Intellectual Property described above, excluding the boxing assets are the "Intellectual Property Rights" being licensed to Licensee subject to this Agreement.

(b) Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor, subject to the terms and conditions hereinafter set forth, a non-transferrable, exclusive, perpetual, royalty free, fully paid up, worldwide license to use and commercially exploit the Intellectual Property Rights in connection with the Business.

(c) The license granted in Section 2.1(a) above shall extent to the use of any of the Intellectual Property Rights in connection with the distribution or other commercialization of any photograph, video, television broadcast, online distribution, electronic gamming, or other form of audio visual media format or transmission now known or in the future conceived, comprising the Intellectual Property Rights.

2.2 Assignment. Unless earlier terminated pursuant to Section 1.2 above, the license granted under this Agreement to the Intellectual Property Rights shall be deemed to be an assignment of all rights, title and interest in and to the Intellectual Property Rights upon the first anniversary of this Agreement. Licensor shall execute all documents necessary to effect the recordation of this assignment with the United States Patent and Trademark Office and United States Copyright Office. To secure Licensee's ability to perfect the assignment of rights granted under this Section 2.2, Licensor hereby appoints Licensee as its power of attorney to execute all documents necessary effect the transfer of the Intellectual Property Rights to Licensee upon satisfaction of the conditions set forth in this Section 2.2. This power of attorney is irrevocable and coupled with an interest and is transferrable to any officer of Licensee needed to effect any transfer or recordation of the Intellectual Property Rights.

ARTICLE 3
ENFORCEMENT OF RIGHTS

3.1 Joint Enforcement. Upon discovery of any infringement of the Intellectual Property Rights at the option of either Licensor or Licensee, appropriate legal action in connection therewith shall be undertaken either jointly or separately by Licensor and Licensee. In the event that such action is taken jointly, each party shall contribute equally to the expenses of any such action. If any damages for infringement are awarded by a final decree or judgment to Licensor and Licensee, then after deducting all expenses arising from the litigation and reimbursing each contributing party for its contributions, the remainder shall be divided equally among the contributing parties.

3 . 2 Independent Enforcement. If one party shall not wish to join or continue in any such action, but the other party shall wish to institute or continue such action, said one party shall render all reasonable assistance to the other party in connection therewith at said other party's expense and said other party shall be entitled to retain all recoveries with respect to such action.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF LICENSOR

Licensor hereby represents and warrants to Licensee as follows:

4.1 Ownership. Licensor is the sole and exclusive owner of the Intellectual Property Rights.

4.2 Authority. Licensor is authorized to grant the rights conferred hereby.

4 . 3 No Violation. The execution and delivery of this Agreement, the granting of the rights contained herein and the use of the Intellectual Property Rights in accordance with the terms of this Agreement, will not violate any laws or regulations or violate or invalidate any agreement or documents to which Licensor is a party and by which Licensor is bound or to which the Intellectual Property Rights are subject.

4.4 No Other Grants. Other than as set forth on Schedule 5.5 of the Merger Agreement, to knowledge of Licensor, no person or entity is entitled to any claim for compensation from Licensee for the use of the Intellectual Property Rights in accordance with the terms and conditions of this Agreement, and no Person or entity has been granted any right in or to the Intellectual Property Rights or any part hereof, anywhere in the world.

4.5 Infringement. The Intellectual Property Rights are not the subject of any pending adverse claim or, to the knowledge of Licensor, the subject of any threatened litigation or claim of infringement or misappropriation. To Licensor's knowledge, the Intellectual Property Rights do not infringe on any Intellectual Property Rights of any third party.

ARTICLE 5
MISCELLANEOUS

5 . 1 Incorporation by Reference. Sections 12.1, 12.3, 12.5,12.7 through 12.13, 12.15, 12.17 and 12.18 of the Merger Agreement are hereby incorporate by reference provided that all references to GFL shall be deemed to refer to Licensor and all references to Parent shall be deemed to refer to Licensee.

[*Signature Page to Intellectual Property License Agreement Follows*]

[*Signature Page to Intellectual Property License Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

LICENSOR:

VOLTERRA PARTNERS LTD.

By: _____
Name: David Klarman
Title: CEO

LICENSEE:

ALLIANCE MMA, INC.

By: _____
Name: Joseph Gamberale
Title: Director

Exhibit F

OFFICER'S CERTIFICATE
OF
ALLIANCE MMA, INC.

Reference is made to that certain MERGER AGREEMENT (the "Agreement"), dated as of March 1, 2016 (the "Effective Date") by and among GO FIGHT NET, INC., a New York corporation ("GFL"), ALLIANCE MMA, INC., a Delaware corporation ("Parent"), and David Klarman, an individual and resident of the State of New York (the "Principal Stockholder"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of the Parent on the Closing Date, that:

(a) he is the Chief Executive Officer of Parent, and

(b) each of the conditions specified in clauses (a) through (f) of Section 8.1 of the Agreement are satisfied in all respects.

(c) the representations and warranties of Parent contained in Article 6 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of GFL contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to GFL or the Principal Stockholder of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

ALLIANCE MMA, INC.

By: _____
Name:
Title: Chief Executive Officer

Exhibit G

OFFICER'S CERTIFICATE
OF
GO FIGHT NET, INC.

Reference is made to that certain MERGER AGREEMENT (the "Agreement"), dated as of March 1, 2016 (the "Effective Date") by and among GO FIGHT NET, INC., a New York corporation ("GFL"), ALLIANCE MMA, INC., a Delaware corporation ("Parent"), and David Klarman, an individual and resident of the State of New York (the "Principal Stockholder"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Agreement.

The undersigned hereby certifies, on behalf of GFL on the Closing Date, that:

(a) he is the Chief Executive Officer of GFL, and

(b) each of the conditions specified in clauses (a) through (j) of Section 8.2 of the Agreement are satisfied in all respects.

(c) the representations and warranties of GFL and the Principal Stockholder contained in Article 5 of Agreement that are qualified as to materiality are true and correct, and all other representations and warranties of GFL and the Principal Stockholder contained in Article 5 of the Agreement are true and correct except for breaches of, or inaccuracies in, such representations and warranties that, in the aggregate, would not have a material adverse effect on the expected benefits to Parent of the transactions contemplated by the Agreement taken as a whole.

Dated as of _____ __, 2016.

GO FIGHT NET, INC.

By: _____
Name: David Klarman
Title: Chief Executive Officer

Exhibit 10.11

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), entered into effective May 1, 2016, by and between ALLIANCE MMA, INC., a Delaware corporation (the "Company"), and Paul K. Danner III, an individual and resident of the State of Florida (the "Executive").

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1 . Employment. Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Executive as the Company's Chief Executive Officer, and Executive accepts such employment.

2 . Position. Executive agrees to serve as Chief Executive Officer of the Company and to perform such duties as are commensurate with such office, including the oversight and management of the employees and day-to-day operations of the Company and the Business. The Executive will devote substantially all his business time and efforts to the Company and the Company's business and will not engage in other business activities without the Company's prior consent, whether or not such business activity is pursued for profit, gain or other pecuniary advantage. Nothing herein will prevent Executive from engaging in investment activities unrelated to the Company's business for his own account. As used in this Agreement " Business" means the business of promoting, sponsoring and otherwise commercializing mixed martial arts events including live, televised and pay-per-view events and the commercial exploitation of related media, products and services.

3 . Term. The term of this Agreement will begin on May 1, 2016 (the " Effective Date") and will end on the two-year anniversary of such date (the "Term"). After such initial two-year period, the Term will renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least sixty (60) days prior to such date. The parties hereto agree that, upon the expiration of the Term, the Executive's employment with the Company will terminate and the Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. The Company will be under no obligation whatsoever to renew or continue the employment of the Executive beyond the Term.

4 . Salary. Executive will receive a salary of One Hundred and Seventy-Five Thousand ($175,000) per year ("Base Compensation"), pro-rated for partial years, payable at regular intervals in accordance with the Company's normal payroll practices in effect from time to time. Base Compensation and the benefits set forth under Section 5 below will commence on the closing of the Company's initial public offering ("IPO"). Executive's Base Compensation will be reviewed annually by the Company's Board of Directors and Executive will be eligible for consideration for merit-based increases to Base Compensation as determined by the Board of Directors in its sole discretion. In addition to eligibility for consideration of merit-based increases in the discretion of the Board of Directors, Executive's Base Compensation will be increased effective January 1 of each year during the Term (commencing with January 1, 2017) by three percent (3%) to reflect anticipated increases in cost of living.

5. Benefit Programs. (a) During the Term, Executive will be entitled to participate in or receive benefits as follows:

(i) health and dental insurance pursuant to the Company's current or future plans and policies (premium for only Executive to be paid by Company);

(ii) participation in Company 401(k) plan with Company match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other Executive benefit plan of the Company provided to all employees of the Company on the same terms as other employees of the Company based on tenure and position.

All benefits will be pursuant to programs or arrangements made available by the Company on the date of this Agreement and from time to time in the future to the Company's other employees on a basis consistent with the terms, conditions and overall administration of the foregoing plans, programs or arrangements and with respect to which Executive is otherwise eligible to participate or receive benefits. Executive acknowledges such benefits are subject to change as and when changed by the Company generally.

(b) During the Term, the Company will provide Executive with a Company owned or leased computer and printer and supplies for Company purposes.

(c) During the Term, the Company will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of the Company.

(d) The items provided in connection with paragraphs (b) and (c) will be returned by Executive to the Company upon any termination of this Agreement.

6 . General Policies. (a) So long as the Executive is employed by the Company pursuant to this Agreement, Executive will receive reimbursement from the Company, as appropriate, for all reasonable business expenses incurred by Executive in accordance with Company policies and in the course of his employment by the Company, upon submission to the Company of written vouchers and statements for reimbursement.

(b) During the Term, the Executive will be entitled to three weeks of paid vacation, which will be utilized at such times when his absence will not materially impair the Company' s normal business functions. In addition to the vacation described above, Executive also will be entitled to all paid holidays customarily given by the Company to its employees.

(c) All other matters relating to the employment of Executive by the Company not specifically addressed in this Agreement will be subject to the general policies regarding employees of the Company in effect from time to time.

7 . Termination of Employment. Subject to the respective continuing obligations of the parties, including but not limited to those set forth in Sections 8 and 9 hereof, Executive's employment by the Company may be terminated prior to the expiration of the Term of this Agreement by either the Executive or the Company by delivering a written notice of termination two weeks in advance of such termination (the end of such two week period being the "Date of Termination").

8 . Termination of Employment. (a) In the event of termination of the Executive's employment pursuant to (i) expiration of the Term, (ii) the death or Disability (as defined below) of Executive, (iii) termination by Executive, (iv) termination by the Company with Cause (as defined below), or (v) in the event of a Significant Acquisition where the Executive does not accept an offer of employment for a subordinate position with the Company, compensation (including Base Compensation) will continue to be paid until the Date of Termination, and the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof in a manner consistent with the applicable terms of the governing plan documents.

(b) In the event of termination of Executive's employment by the Company without Cause, (i) compensation (including Base Compensation) will continue to be paid until the Date of Termination, (ii) the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination, and (iii) after the Date of Termination, Company will pay Executive an amount per month equal to the Base Compensation divided by twelve (12) (pro-rated for partial months) until the end of the Term.

(c) The following Terms will have the following meanings for purposes of this Agreement:

(i) "Cause" means termination of the Executive by the Company for:

(A) the commission of a felony or a crime involving moral turpitude or the commission of any other act or omission involving dishonesty or fraud with respect to the Company;

(B) conduct which brings the Company into public disgrace or disrepute;

(C) gross negligence or willful gross misconduct with respect to the Company;

(D) breach of a fiduciary duty to the Company;

(E) a breach of Section 9 of this Agreement;

(F) Executive's failure to cure a breach of any term of this Agreement (other than Section 9) within thirty (30) days after receipt of written notice from the Company specifying the act or omission that constitutes such breach.

(ii) "Disability" means the physical or mental incapacity of Executive for a period of more than ninety (90) consecutive days, the determination of which by the Company will be conclusive on the parties hereto.

(iii) "Significant Acquisition" means a merger, acquisition of substantially all the assets, or similar business combination involving the Company or a subsidiary of the Company where in the sole discretion of the Board of Directors it would be in the best interest of the Company's stockholders for the Executive to serve in a capacity other than Chief Executive Officer.

9 . Non-Compeition and Confidentiality Covenants. Executive and Company are party to that certain Non-Comeptition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), attached hereto as Exhibit A, which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 9. The Non-Competition Agreement shall survive the termination of this Agreement pursuant to its terms.

10. Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

Paul K. Danner III
550 Swilcan Bridge Lane
Jacksonville, Florida 32224-5617
Phone: (904) 683-7336

If to the Company:

Alliance MMA, Inc.
c/o Ivy Equity Investors, LLC
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Frank A. Gallagi
Phone: (212) 521-4268
Fax: (212) 521-4099

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

11. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof, except to the extent that federal law will be deemed to apply.

12. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Company and the Executive. No waiver by any party hereto at any time of any breach by another party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a wavier of dissimilar provisions or conditions at the same or any prior subsequent time. No agreements or representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

13. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement which will remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

15. Assignment. This Agreement is personal in nature and Executive may not, without consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

16. Document Review. The Company and the Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants and financial and other advisors as it or he has deemed appropriate in connection with their respective execution of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

17. Entire Agreement This Agreement together with any understanding or modifications thereof as agreed to in writing by the parties, will constitute the entire agreement between the parties hereto.

[*Signature Page to Executive Employment Agreement Follows*]

[*Signature Page to Executive Employment Agreement*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first set forth above.

ALLIANCE MMA, INC.

By: _____
Name: Frank Gallagi
Title: Chief Financial Officer

_____
Paul K. Danner III

Exhibit A

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (the " Agreement"), dated as of May 1, 2016 (the "Effective Date") is entered into by and between ALLIANCE MMA, INC., a Delaware corporation ("Company") Paul K. Danner, an individual and resident of the State of Florida (the "Executive").

NOW, THEREFORE, in consideration of the employment or continued employment of the Executive by the Company, and the continued receipt and access to confidential, proprietary, and trade secret information associated with the Executive's position with the Company, the Executive and the Company agree as follows:

1 . Confidentiality. Executive understands and agrees that in the course of providing services to the Company, Executive may acquire confidential and/or proprietary information concerning the Company's operations, its future plans and its methods of doing business. Executive understands and agrees it would be extremely damaging to the Company if Executive disclosed such information to a competitor or made such information available to any other person. Executive understands and agrees that such information is divulged to Executive in strict confidence and Executive understands and agrees that Executive shall not use such information other than in connection with the Business and will keep such information secret and confidential unless disclosure is required by court order or otherwise by compulsion of law. In view of the nature of Executive's employment with the Company and the information that Executive has received during the course of Executive's employment, Executive also agrees that the Company would be irreparably harmed by any violation, or threatened violation of the agreements in this paragraph and that, therefor, the Company shall be entitled to an injunction prohibiting Executive from any violation or threatened violation of such agreements.

2 . Non-Competition and Non-Solicitation. The Executive acknowledges and agrees that the nature of the Company's confidential, proprietary, and trade secret information to which the Executive has, and will continue to have, access to derives value from the fact that it is not generally known and used by others in the highly competitive industry in which the Company competes. The Executive further acknowledges and agrees that, even in complete good faith, it would be impossible for the Executive to work in a similar capacity for a competitor of the Company without drawing upon and utilizing information gained during employment with the Company. Accordingly, at all times during the Executive's employment with the Company and for a period of three (3) years after termination, for any reason, of such employment, the Executive will not, directly or indirectly:

(a) Engage in any business or enterprise (whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than one percent (1%) of the outstanding capital stock of a company) that directly or indirectly competes with the Company's business or the business of any of its subsidiaries anywhere in the United States, including but not limited to any business or enterprise that develops, manufactures, markets, or sells any product or service that competes with any product or service developed, manufactured, marketed or sold, or planned to be developed, manufactured, marketed or sold, by the Company or any of its subsidiaries while the Executive was employed by the Seller or the Company; or

(b) Either alone or in association with others (i) solicit, or facilitate any organization with which the Executive is associated in soliciting, any employee of the Company or any of its subsidiaries to leave the employ of the Company or any of its subsidiaries; (ii) solicit for employment, hire or engage as an independent contractor, or facilitate any organization with which the Executive is associated in soliciting for employment, hire or engagement as a independent contractor, any person who was employed by the Company or any of its subsidiaries at any time during the term of the Executive's employment with the Seller or the Company or any of their respective subsidiaries (provided, that this clause (ii) shall not apply to any individual whose employment with the Seller, the Company or any of its subsidiaries has been terminated for a period of one year or longer); or (iii) solicit business from or perform services for any customer, supplier, licensee or business relation of the Seller or the Company or any of their respective subsidiaries, induce or attempt to induce, any such entity to cease doing business with the Company or any of its subsidiaries; or in any way interfere with the relationship between any such entity and the Company or any of its subsidiaries.

3 . Return of Property. Executive understands and agrees that all business information, files, research, records, memoranda, books, lists and other documents and tangible materials, including computer disks, and other hardware and software that he receives during his employment, whether confidential or not, are the property of the Company, and that, upon the termination of his services, for whatever reason, he will promptly deliver to the Company all such materials, including copies thereof, in his possession or under his control. Any analytical templates, books, presentations, reference materials, computer disks and other similar materials already rightfully owned by the Executive prior to the Effective Date shall remain the property of the Executive and any copies thereof obtained by or provided to the Company shall be returned or destroyed in a manner similar acceptable to the Executive.

4 . Not Employment Contract. The Executive acknowledges that this Non-Competition and Non-Solicitation Agreement does not constitute a contract of employment and, except as set forth in Executive Employment Agreement (to which this Agreement is ancillary), does not guarantee that the Company or any of its subsidiaries will continue his employment for any period of time or otherwise change the at-will nature of his employment.

5 . Interpretation. If any restriction set forth in Section 2 is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to render the modified restriction valid, legal and enforceable. The parties intend that the non-competition and non-solicitation provisions contained in this Agreement shall be deemed to be a series of separate covenants, one for each and every county of each and every state of the United States of America where this provision is intended to be effective.

6 . Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7 . Waiver of Rights. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8 . Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and its subsidiaries and are considered by the Executive to be reasonable for such purpose. The Executive agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefor, in the event of any such breach, the Executive agrees that the Company, in addition to such other remedies that may be available, shall be entitled to specific performance and other injunctive relief.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the State of Delaware (or, if appropriate, a federal court located within Delaware), and the Company and the Executive each consents to the jurisdiction of such a court.

10. Term. This Agreement shall be effective on the Effective Date. This Agreement shall expire on _____ __, 2019, provided the obligations of the Executive under Sections 2 shall survive for a period of three (3) years after expiration or termination. Notwithstanding the foregoing the obligations of the Executive under Sections 1 and 3 shall survive indefinitely.

THE EXECUTIVE ACKNOWLEDGES THAT HE HAS CAREFULLY READ THIS AGREEMENT, HAS SOUGHT INDEPENDENT COUNSEL TO ADVISE HIM AS TO THE NATURE AND EXTENT OF HIS OBLIGATIONS HEREUNDER AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

[*Signature Page to Non-Competition And Non-Solicitation Agreement Follows*]

[*Signature Page to Non-Competition And Non-Solicitation Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

COMPANY:

ALLIANCE MMA, INC.

By: _____
Name: Frank A. Gallagi
Title: Chief Financial Officer

EXECUTIVE:

By: _____
Paul K. Danner, III

Exhibit 10.12

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), entered into effective May 1, 2016, by and between ALLIANCE MMA, INC., a Delaware corporation (the "Company"), and Frank A. Gallagi, an individual and resident of the State of Connecticut (the "Executive").

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1 . Employment. Upon the terms and subject to the conditions set forth in this Agreement, the Company employs Executive as the Company's Chief Financial Officer, and Executive accepts such employment.

2 . Position. Executive agrees to serve as Chief Financial Officer of the Company and to perform such duties as are commensurate with such office, including the oversight and management of the employees and day-to-day operations of the Company and the Business. The Executive will devote substantially all his business time and efforts to the Company and the Company's business and will not engage in other business activities without the Company's prior consent, whether or not such business activity is pursued for profit, gain or other pecuniary advantage. Nothing herein will prevent Executive from engaging in investment activities unrelated to the Company's business for his own account. As used in this Agreement " Business" means the business of promoting, sponsoring and otherwise commercializing mixed martial arts events including live, televised and pay-per-view events and the commercial exploitation of related media, products and services.

3 . Term. The term of this Agreement will begin on May 1, 2016 (the " Effective Date") and will end on the two-year anniversary of such date (the "Term"). After such initial two-year period, the Term will renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least sixty (60) days prior to such date. The parties hereto agree that, upon the expiration of the Term, the Executive's employment with the Company will terminate and the Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. The Company will be under no obligation whatsoever to renew or continue the employment of the Executive beyond the Term.

4 . Salary. Executive will receive a salary of One Hundred and Fifty Thousand ($150,000) per year ("Base Compensation"), pro-rated for partial years, payable at regular intervals in accordance with the Company's normal payroll practices in effect from time to time. Base Compensation and the benefits set forth under Section 5 below will commence on the closing of the Company's initial public offering ("IPO"). Executive's Base Compensation will be reviewed annually by the Company's Board of Directors and Executive will be eligible for consideration for merit-based increases to Base Compensation as determined by the Board of Directors in its sole discretion. In addition to eligibility for consideration of merit-based increases in the discretion of the Board of Directors, Executive's Base Compensation will be increased effective January 1 of each year during the Term (commencing with January 1, 2017) by three percent (3%) to reflect anticipated increases in cost of living.

5. Benefit Programs. (a) During the Term, Executive will be entitled to participate in or receive benefits as follows:

(i) health and dental insurance pursuant to the Company's current or future plans and policies (premium for only Executive to be paid by Company);

(ii) participation in Company 401(k) plan with Company match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other Executive benefit plan of the Company provided to all employees of the Company on the same terms as other employees of the Company based on tenure and position.

All benefits will be pursuant to programs or arrangements made available by the Company on the date of this Agreement and from time to time in the future to the Company's other employees on a basis consistent with the terms, conditions and overall administration of the foregoing plans, programs or arrangements and with respect to which Executive is otherwise eligible to participate or receive benefits. Executive acknowledges such benefits are subject to change as and when changed by the Company generally.

(b) During the Term, the Company will provide Executive with a Company owned or leased computer and printer and supplies for Company purposes.

(c) During the Term, the Company will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of the Company.

(d) The items provided in connection with paragraphs (b) and (c) will be returned by Executive to the Company upon any termination of this Agreement.

6 . General Policies. (a) So long as the Executive is employed by the Company pursuant to this Agreement, Executive will receive reimbursement from the Company, as appropriate, for all reasonable business expenses incurred by Executive in accordance with Company policies and in the course of his employment by the Company, upon submission to the Company of written vouchers and statements for reimbursement.

(b) During the Term, the Executive will be entitled to three weeks of paid vacation, which will be utilized at such times when his absence will not materially impair the Company' s normal business functions. In addition to the vacation described above, Executive also will be entitled to all paid holidays customarily given by the Company to its employees.

(c) All other matters relating to the employment of Executive by the Company not specifically addressed in this Agreement will be subject to the general policies regarding employees of the Company in effect from time to time.

7 . Termination of Employment. Subject to the respective continuing obligations of the parties, including but not limited to those set forth in Sections 8 and 9 hereof, Executive's employment by the Company may be terminated prior to the expiration of the Term of this Agreement by either the Executive or the Company by delivering a written notice of termination two weeks in advance of such termination (the end of such two week period being the "Date of Termination").

8 . Termination of Employment. (a) In the event of termination of the Executive's employment pursuant to (i) expiration of the Term, (ii) the death or Disability (as defined below) of Executive, (iii) termination by Executive, (iv) termination by the Company with Cause (as defined below), or (v) in the event of a Significant Acquisition where the Executive does not accept an offer of employment for a subordinate position with the Company, compensation (including Base Compensation) will continue to be paid until the Date of Termination, and the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof in a manner consistent with the applicable terms of the governing plan documents.

(b) In the event of termination of Executive's employment by the Company without Cause, (i) compensation (including Base Compensation) will continue to be paid until the Date of Termination, (ii) the Executive will continue to participate in the employee benefit and compensation plans and other perquisites as provided in Sections 4 and 5 hereof, until the Date of Termination, and (iii) after the Date of Termination, Company will pay Executive an amount per month equal to the Base Compensation divided by twelve (12) (pro-rated for partial months) until the end of the Term.

(c) The following Terms will have the following meanings for purposes of this Agreement:

(i) "Cause" means termination of the Executive by the Company for:

(A) the commission of a felony or a crime involving moral turpitude or the commission of any other act or omission involving dishonesty or fraud with respect to the Company;

(B) conduct which brings the Company into public disgrace or disrepute;

(C) gross negligence or willful gross misconduct with respect to the Company;

(D) breach of a fiduciary duty to the Company;

(E) a breach of Section 9 of this Agreement;

(F) Executive's failure to cure a breach of any term of this Agreement (other than Section 9) within thirty (30) days after receipt of written notice from the Company specifying the act or omission that constitutes such breach.

(ii) "Disability" means the physical or mental incapacity of Executive for a period of more than ninety (90) consecutive days, the determination of which by the Company will be conclusive on the parties hereto.

(iii) "Significant Acquisition" means a merger, acquisition of substantially all the assets, or similar business combination involving the Company or a subsidiary of the Company where in the sole discretion of the Board of Directors it would be in the best interest of the Company's stockholders for the Executive to serve in a capacity other than Chief Financial Officer.

9 . Non-Compeition and Confidentiality Covenants. Executive and Company are party to that certain Non-Comeptition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), attached hereto as Exhibit A, which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 9. The Non-Competition Agreement shall survive the termination of this Agreement pursuant to its terms.

10. Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

Frank A. Gallagi
178 Green Acres Lane
Fairfield, Connecticut 06824
Phone: (203) 913-6842

If to the Company:

Alliance MMA, Inc.
c/o Ivy Equity Investors, LLC
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III
Phone: (212) 521-4268
Fax: (212) 521-4099

with copies to:

Mazzeo Song & Bradham LLP
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

11. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof, except to the extent that federal law will be deemed to apply.

12. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Company and the Executive. No waiver by any party hereto at any time of any breach by another party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a wavier of dissimilar provisions or conditions at the same or any prior subsequent time. No agreements or representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

13. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement which will remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

15. Assignment. This Agreement is personal in nature and Executive may not, without consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

16. Document Review. The Company and the Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants and financial and other advisors as it or he has deemed appropriate in connection with their respective execution of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

17. Entire Agreement This Agreement together with any understanding or modifications thereof as agreed to in writing by the parties, will constitute the entire agreement between the parties hereto.

[*Signature Page to Executive Employment Agreement Follows*]

[*Signature Page to Executive Employment Agreement*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first set forth above.

ALLIANCE MMA, INC.

By: _____
Name: Paul K. Danner, III
Title: CEO

_____
Frank A. Gallagi

Exhibit A

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (the " Agreement"), dated as of May 1, 2016 (the "Effective Date") is entered into by and between ALLIANCE MMA, INC., a Delaware corporation ("Company") Frank A. Gallagi, an individual and resident of the State of Florida (the "Executive").

NOW, THEREFORE, in consideration of the employment or continued employment of the Executive by the Company, and the continued receipt and access to confidential, proprietary, and trade secret information associated with the Executive's position with the Company, the Executive and the Company agree as follows:

1 . Confidentiality. Executive understands and agrees that in the course of providing services to the Company, Executive may acquire confidential and/or proprietary information concerning the Company's operations, its future plans and its methods of doing business. Executive understands and agrees it would be extremely damaging to the Company if Executive disclosed such information to a competitor or made such information available to any other person. Executive understands and agrees that such information is divulged to Executive in strict confidence and Executive understands and agrees that Executive shall not use such information other than in connection with the Business and will keep such information secret and confidential unless disclosure is required by court order or otherwise by compulsion of law. In view of the nature of Executive's employment with the Company and the information that Executive has received during the course of Executive's employment, Executive also agrees that the Company would be irreparably harmed by any violation, or threatened violation of the agreements in this paragraph and that, therefor, the Company shall be entitled to an injunction prohibiting Executive from any violation or threatened violation of such agreements.

2 . Non-Competition and Non-Solicitation. The Executive acknowledges and agrees that the nature of the Company's confidential, proprietary, and trade secret information to which the Executive has, and will continue to have, access to derives value from the fact that it is not generally known and used by others in the highly competitive industry in which the Company competes. The Executive further acknowledges and agrees that, even in complete good faith, it would be impossible for the Executive to work in a similar capacity for a competitor of the Company without drawing upon and utilizing information gained during employment with the Company. Accordingly, at all times during the Executive's employment with the Company and for a period of three (3) years after termination, for any reason, of such employment, the Executive will not, directly or indirectly:

(a) Engage in any business or enterprise (whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than one percent (1%) of the outstanding capital stock of a company) that directly or indirectly competes with the Company's business or the business of any of its subsidiaries anywhere in the United States, including but not limited to any business or enterprise that develops, manufactures, markets, or sells any product or service that competes with any product or service developed, manufactured, marketed or sold, or planned to be developed, manufactured, marketed or sold, by the Company or any of its subsidiaries while the Executive was employed by the Seller or the Company; or

(b) Either alone or in association with others (i) solicit, or facilitate any organization with which the Executive is associated in soliciting, any employee of the Company or any of its subsidiaries to leave the employ of the Company or any of its subsidiaries; (ii) solicit for employment, hire or engage as an independent contractor, or facilitate any organization with which the Executive is associated in soliciting for employment, hire or engagement as a independent contractor, any person who was employed by the Company or any of its subsidiaries at any time during the term of the Executive's employment with the Seller or the Company or any of their respective subsidiaries (provided, that this clause (ii) shall not apply to any individual whose employment with the Seller, the Company or any of its subsidiaries has been terminated for a period of one year or longer); or (iii) solicit business from or perform services for any customer, supplier, licensee or business relation of the Seller or the Company or any of their respective subsidiaries, induce or attempt to induce, any such entity to cease doing business with the Company or any of its subsidiaries; or in any way interfere with the relationship between any such entity and the Company or any of its subsidiaries.

3 . Return of Property. Executive understands and agrees that all business information, files, research, records, memoranda, books, lists and other documents and tangible materials, including computer disks, and other hardware and software that he receives during his employment, whether confidential or not, are the property of the Company, and that, upon the termination of his services, for whatever reason, he will promptly deliver to the Company all such materials, including copies thereof, in his possession or under his control. Any analytical templates, books, presentations, reference materials, computer disks and other similar materials already rightfully owned by the Executive prior to the Effective Date shall remain the property of the Executive and any copies thereof obtained by or provided to the Company shall be returned or destroyed in a manner similar acceptable to the Executive.

4 . Not Employment Contract. The Executive acknowledges that this Non-Competition and Non-Solicitation Agreement does not constitute a contract of employment and, except as set forth in Executive Employment Agreement (to which this Agreement is ancillary), does not guarantee that the Company or any of its subsidiaries will continue his employment for any period of time or otherwise change the at-will nature of his employment.

5 . Interpretation. If any restriction set forth in Section 2 is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to render the modified restriction valid, legal and enforceable. The parties intend that the non-competition and non-solicitation provisions contained in this Agreement shall be deemed to be a series of separate covenants, one for each and every county of each and every state of the United States of America where this provision is intended to be effective.

6 . Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7 . Waiver of Rights. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

8 . Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and its subsidiaries and are considered by the Executive to be reasonable for such purpose. The Executive agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefor, in the event of any such breach, the Executive agrees that the Company, in addition to such other remedies that may be available, shall be entitled to specific performance and other injunctive relief.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the State of Delaware (or, if appropriate, a federal court located within Delaware), and the Company and the Executive each consents to the jurisdiction of such a court.

10. Term. This Agreement shall be effective on the Effective Date. This Agreement shall expire on _____ __, 2019, provided the obligations of the Executive under Sections 2 shall survive for a period of three (3) years after expiration or termination. Notwithstanding the foregoing the obligations of the Executive under Sections 1 and 3 shall survive indefinitely.

THE EXECUTIVE ACKNOWLEDGES THAT HE HAS CAREFULLY READ THIS AGREEMENT, HAS SOUGHT INDEPENDENT COUNSEL TO ADVISE HIM AS TO THE NATURE AND EXTENT OF HIS OBLIGATIONS HEREUNDER AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

[*Signature Page to Non-Competition And Non-Solicitation Agreement Follows*]

[*Signature Page to Non-Competition And Non-Solicitation Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

COMPANY:

ALLIANCE MMA, INC.

By: _____
Name: Paul K. Danner, III
Title: CEO

EXECUTIVE:

By: _____
Frank A. Gallagi

Exhibit 10.13

AMENDED AND RESTATED
UNSECURED PROMISSORY NOTE

$600,000.00

New York, New York
Original Issue Date: February 12, 2015

FOR VALUE RECEIVED, ALLIANCE MMA, INC., a Delaware corporation with an address of 590 MADISON AVENUE, 21ST FLOOR, NEW YORK, NEW YORK 10022 ("Borrower"), unconditionally promises to pay to the order of IVY EQUITY INVESTORS, LLC., a Delaware limited liability company with an address of 2 EAST 55TH STREET, SUITE 1111, NEW YORK, NEW YORK 10022 ("Lender"), in the manner and at the place hereinafter provided, the principal amount of Six Hundred Thousand and No/100ths Dollars ($600,000.00) or such lesser amount that may be outstanding based upon advances made to and other payments made on behalf of Borrower by Lender incident to the Borrower's contemplated IPO on the earlier of January 1, 2017, or the closing of the IPO (the "Maturity Date"). Borrower also promises to pay to Lender, together with the principal amount referenced above simple interest on the outstanding principal balance of this Note at the rate of six percent (6%) per annum compounded annually, pro-rated for the number of days that the Note is outstanding until the Maturity Date on the basis of a 365-day year (the "Interest"). Lender and Borrower contemplate that Lender will make several advances to or other payments on behalf of Borrower to facilitate the IPO and the related Target Company Transactions, and that this Note will reflect the aggregate amount of such advances and payments. Lender will maintain a schedule of advances and payments which shall be attached to this Note as Schedule A and which may be amended from time to time to reflect advances and payments made. **This Note amends and restates in its entirety that certain 6% Unsecured Promissory Note with an initial principal amount of up to $500,000 due on the Maturity Date (the "Original Note")**.

1 . Payments. All payments of principal and Interest in respect of this Note shall be made in lawful money of the United States of America in same day funds at the office of Lender set forth above or at such other place as Lender may direct. If any payment on this Note is stated to be due on a day that is not a Business Day, such payment shall instead be made on the next Business Day.

2 . Prepayments of Interest and Principal. The Borrower shall have the right at any time and from time to time to prepay the principal amount and any Interest then due in whole or in part, without premium or penalty. All payments shall be applied first to accrued interest and then to the then outstanding principal amount.

3. Representations and Warranties. Borrower hereby represents and warrants to Lender that:

(a) this Note constitutes the duly authorized, legally valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms;

(b) all consents and grants of approval required to have been granted by any Person in connection with the execution, delivery and performance of this Note have been granted;

(c) the execution, delivery and performance by Borrower of this Note does not and will not (i) violate or conflict with any law, governmental rule or regulation, court order or agreement to which it is subject or by which its properties are bound or (ii) result in the creation of any Lien or other encumbrance with respect to the property of Borrower; and

(d) there is no action, suit, proceeding or governmental investigation pending or, to the knowledge of Borrower, threatened against Borrower or any of its assets which, if adversely determined, would have a material adverse effect on the properties, assets, condition (financial or otherwise) or prospects of Borrower, taken as a whole, or the ability of Borrower to comply with its obligations hereunder.

4. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default":

(a) failure of Borrower to pay the principal and Interest, if any, when due under this Note and such failure is not cured within three (3) Business Days of receipt of written notice of such failure to pay; or

(b) any representation or warranty made by Borrower to Lender in connection with this Note shall prove to have been false in any material respect when made; or

(c) (i) a court having jurisdiction in the premises shall enter a decree or order for relief in respect of Borrower in an involuntary case under Title 11 of the United States Code entitled "Bankruptcy" (as now and hereinafter in effect, or any successor thereto, the "Bankruptcy Code") or any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, which decree or order is not stayed; or any other similar relief shall be granted under any applicable federal or state law; or (ii) an involuntary case shall be commenced against Borrower under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Borrower or over all or a substantial part of its property shall have been entered; or the involuntary appointment of an interim receiver, trustee or other custodian of Borrower for all or a substantial part of its property shall have occurred; or a warrant of attachment, execution or similar process shall have been issued against any substantial part of the property of Borrower, and, in the case of any event described in this clause (ii), such event shall have continued for thirty (30) days unless dismissed, bonded or discharged; or

(d) an order for relief shall be entered with respect to Borrower, or Borrower shall commence a voluntary case under the Bankruptcy Code or any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, or shall consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of its property; or Borrower shall make an assignment for the benefit of creditors; or Borrower shall be unable or fail, or shall admit in writing its inability, to pay its debts as such debts become due.

5 . Remedies. Upon the occurrence and during the continuance of any Event of Default Lender may, by written notice to Borrower, declare the principal amount of this Note together with the Interest, if any, to be due and payable, and the principal amount of this Note together with such Interest, if any, shall thereupon immediately become due and payable without presentment, further notice, protest or other requirements of any kind (all of which are hereby expressly waived by Borrower). Upon the occurrence and during the continuance of any Event of Default, interest shall accrue at the rate of twelve percent (12%) per annum (the "Default Rate").

6 . Definitions. The following terms used in this Note shall have the following meanings (and any of such terms may, unless the context otherwise requires, be used in the singular or the plural depending on the reference):

"Business Day" means any day other than a Saturday, Sunday or legal holiday under the laws of the State of New York or any other day on which banking institutions located in such state are authorized or required by law or other governmental action to close.

"Event of Default" means any of the events set forth in Section 4.

"IPO" means an underwritten public offering of shares of Common Stock or other equity interests which generates cash proceeds sufficient to close on the Target Company Transactions pursuant to which the Common Stock or other equity interests will be listed or quoted on a Trading Market.

"Liens" means a lien, charge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"Person" means any individual, partnership, limited liability company, joint venture, firm, corporation, association, bank, trust or other enterprise, whether or not a legal entity, or any government or political subdivision or any agency, department or instrumentality thereof.

"Target Company" means one of approximately fifteen companies primarily engaged in the business of promoting and conducting mixed martial arts or "MMA" events throughout the United States or providing services related to such events.

"Target Company Transactions" means the acquisition by Borrower of the Target Companies that will occur substantially contemporaneously with the consummation of the IPO.

"Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the American Stock Exchange, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

7. Miscellaneous.

(a) All notices and other communications provided for hereunder shall be in writing (including faxes) and mailed (certified by the US Postal service), telecopied, or delivered as follows: if to Borrower, at its address specified opposite its signature below; and if to Lender, at the address set forth above; or in each case at such other address as shall be designated by Lender or Borrower, with a copy to Borrower's counsel as follows:

Robert Mazzeo
MazzeoSong P.C.
444 Madison Avenue, Fourth Floor
New York, NY 10022

All such notices and communications shall, when mailed (as set forth above), faxed or sent by overnight courier, be effective when deposited in the mails, delivered to the overnight courier, as the case may be, or sent by fax. Electronic mail may be used to distribute routine communications.

(b) No failure or delay on the part of Lender or any other holder of this Note to exercise any right, power or privilege under this Note and no course of dealing between Borrower and Lender shall impair such right, power or privilege or operate as a waiver of any default or an acquiescence therein, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies expressly provided in this Note are cumulative to, and not exclusive of, any rights or remedies that Lender would otherwise have. No notice to or demand on Borrower in any case shall entitle Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of Lender to any other or further action in any circumstances without notice or demand.

(c) THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF BORROWER AND LENDER HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

(d) ALL JUDICIAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS NOTE SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK, CITY OF NEW YORK, BOROUGH OF MANHATTAN, AND BY EXECUTION AND DELIVERY OF THIS NOTE BORROWER ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS NOTE. Borrower hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to Borrower at its address set forth below its signature hereto, with a copy to Borrower's counsel as set forth above, such service being hereby acknowledged by Borrower to be sufficient for personal jurisdiction in any action against Borrower in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of Lender to bring proceedings against Borrower in the courts of any other jurisdiction.

(e) BORROWER AND, BY ITS ACCEPTANCE OF THIS NOTE, LENDER AND ANY SUBSEQUENT HOLDER OF THIS NOTE, HEREBY IRREVOCABLY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS NOTE AND THE LENDER/BORROWER RELATIONSHIP THAT IS BEING ESTABLISHED. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including without limitation contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Borrower and, by their acceptance of this Note, Lender and any subsequent holder of this Note, each (i) acknowledges that this waiver is a material inducement to enter into a business relationship, that the other parties have already relied on this waiver in entering into this relationship, and that each party will continue to rely on this waiver in their related future dealings and (ii) further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS OF THIS NOTE. In the event of litigation, this provision may be filed as a written consent to a trial by the court.

(f) Borrower hereby waives the benefit of any statute or rule of law or judicial decision which would otherwise require that the provisions of this Note be construed or interpreted most strongly against the party responsible for the drafting thereof.

(g) Borrower waives presentment for payment, demand, notice of demand, notice of non-payment or dishonor, protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of payment of this Note.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has executed and delivered this Note as of the day and year and at the place first above written.

ALLIANCE MMA, INC.

By: _____
Paul K. Danner, III
CEO

Address for Notices:
Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attention: Paul K. Danner, III, CEO
Phone: (212) 739-7825
Facsimile: (212) 658-9291

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the inclusion in this Registration Statement on Form S-1 of our report dated May 12, 2016, relating to the financial statements of Alliance MMA, Inc., which appear in such Registration Statement.

We also hereby consent to the inclusion in this Registration Statement on Form S-1 of our report dated May 12, 2016, relating to the financial statements of CFFC Promotions LLC, which appear in such Registration Statement.

We also hereby consent to the inclusion in this Registration Statement on Form S-1 of our report dated May 12, 2016, relating to the financial statements of Hoosier Fight Club Promotions, LLC, which appear in such Registration Statement.

We also hereby consent to the inclusion in this Registration Statement on Form S-1 of our report dated May 12, 2016, relating to the financial statements of Punch Drunk, Inc., which appear in such Registration Statement.

We also hereby consent to the inclusion in this Registration Statement on Form S-1 of our report dated May 12, 2016, relating to the financial statements of Bang Time Entertainment, LLC, which appear in such Registration Statement.

We also hereby consent to the inclusion in this Registration Statement on Form S-1 of our report dated May 12, 2016, relating to the financial statements of V3, LLC, which appear in such Registration Statement.

We also hereby consent to the inclusion in this Registration Statement on Form S-1 of our report dated May 12, 2016, relating to the financial statements of Go Fight Net, Inc., which appear in such Registration Statement.

We also hereby consent to the inclusion in this Registration Statement on Form S-1 of our report dated May 12, 2016, relating to the financial statements of CageTix LLC, which appear in such Registration Statement.

We also consent to the reference to us under the heading “Experts” in such Registration Statement.

/s/ Friedman LLP

Marlton, New Jersey
May 12, 2016

301 Lippincott Drive, 4th Floor, Marlton, NJ 08053 p 856.830.1600 f 856.396.0022 friedmanllp.com