

**SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

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

Date of report (date of earliest event reported): December 9, 2016

**ALLIANCE MMA, INC.
(Exact name of registrant as specified in its charter)**

**Delaware
(State or Other Jurisdiction of
Incorporation)**

**001-37899
(Commission File Number)**

**47-5412331
(IRS Employer
Identification No.)**

**Paul K. Danner, III
Chief Executive Officer
590 Madison Avenue, 21st Floor
New York, New York 10022
(Address of principal executive offices)**

Registrant's telephone number, including area code: (212) 739-7825

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

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

On December 9, 2016, Alliance MMA, Inc. (the “Company”) acquired the mixed martial arts (MMA) promotion business of Ohio Fitness and Martial Arts, LLC d/b/a IT Fight Series (“IT”) for an aggregate consideration of \$750,000, of which \$150,000 was paid in cash and \$600,000 was paid in shares of the Company’s common stock valued at \$4.50 per share. In connection with the acquisition, Scott Sheeley, the sole owner of IT, placed 50,000 shares of the 133,333 shares of common stock issued as part of the purchase price into escrow to guarantee the financial performance of the IT MMA promotion business post-closing. Accordingly, in the event the gross profit of the IT Fight Series MMA promotion business is less than \$107,143 in fiscal year 2017, all 50,000 shares will be forfeited.

The foregoing description of the acquisition of the IT MMA promotion business is a summary only and is qualified in its entirety by reference to the complete text of the asset purchase agreement filed herewith as Exhibit 10.1 and incorporated herein by reference.

ITEM 3.02 UNREGISTERED SALE OF EQUITY SECURITIES

The disclosure in Item 1.01 relating to the issuance of 133,333 shares of the Company’s common stock is incorporated herein by reference. Scott Sheeley is an accredited investor and the issuance of the common stock is exempt from registration under Section 4(a)(2) of the Securities Act of 1933, as amended.

ITEM 7.01 REGULATION FD DISCLOSURE

On December 12, 2016, the Company issued a press release announcing the acquisition of the IT MMA promotion business. A copy of the press release is attached as Exhibit 99.1 hereto and incorporated herein by reference.

The information under this Item 7.01 and in Exhibit 99.1 in this Current Report is being furnished and shall not be deemed “filed” for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that Section. The information under this Item 7.01 and in Exhibit 99.1 in this Current Report shall not be incorporated by reference into any registration statement or other document pursuant to the Securities Act of 1933, as amended.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(a) Financial Statements of Business Acquired.

Financial statements of the acquired business are not included in this Form 8-K report. Such financial statements will be filed within 71 calendar days after the date on which this Form 8-K report is required to be filed.

(b) Pro Forma Financial Information.

Pro forma financial information relative to the acquired business is not included in this Form 8-K report. Such pro forma financial information will be filed within 71 calendar days after the date on which this Form 8-K is required to be filed.

(d) Exhibits.

10.1 Asset Purchase Agreement by and among Alliance MMA, Inc., Ohio Fitness and Martial Arts, LLC d/b/a IT Fight Series and Scott Sheeley dated December 9, 2016.

99.1 Press Release dated December 12, 2016.

SIGNATURE

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

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner, III

Name: Paul K. Danner, III

Its: Chief Executive Officer

Dated: December 13, 2016

EXHIBIT INDEX

- 10.1 Asset Purchase Agreement by and among Alliance MMA, Inc., Ohio Fitness and Martial Arts, LLC d/b/a IT Fight Series and Scott Sheeley dated December 9, 2016.
 - 99.1 Press Release dated December 12, 2016.
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “Agreement”), dated as of December 9, 2016 (the “Effective Date”), is entered into by and among OHIO FITNESS AND MARTIAL ARTS, LLC, d/b/a IT Fight Series, a Ohio limited liability company (“Seller”), Scott Sheeley, an individual and resident of the State of Ohio (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 “IT Fight Series” brand (the “Business”); and

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.

“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).

“Escrow Agent” means Mazzeo Song P.C.

“Escrowed Shares” has the meaning set forth in Section 3.3(b).

“Excluded Assets” has the meaning set forth in Section 2.2.

“Fighter Contract” has the meaning set forth in Section 5.21.

“Final Purchase Price Allocation” has the meaning set forth in Section 3.4.

“Gross Profit” has the meaning set forth in Section 3.2.

“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 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).

“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.

“Losses” has the meaning set forth in Section 10.4.

“Make Good Escrow Agreement” means the Make Good Escrow Agreement in substantially the form attached hereto as Exhibit E.

“Make Good” has the meaning set forth in Section 3.2.

“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 Make Good Escrow 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.

“Seller” has the meaning set forth in the preamble hereto.

“Share Price” means \$4.50 per share of Common Stock.

“Target Gross Profit Notice” has the meaning set forth in Section 3.2(b).

“Trademark License Agreement” means that certain Trademark License Agreement in substantially the form attached hereto as Exhibit G.

“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 United 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 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 \$750,000, subject to the Make Good adjustment pursuant to Section 3.2.

3.2 Make Good Adjustments and Increases to Purchase Price.

(a) The Selling Member agrees that in the event that the Gross Profit attributable to the Business and the Purchased Assets and included in earnings before income taxes in Buyer's Annual Report on Form 10-K for the fiscal year ending December 31, 2017, as filed with the Commission, is less than \$107,143 (the "2017 Guaranteed Gross Profit"), shares of Common Stock representing 30% of the Purchase Price set forth in Section 3.1 above and placed in escrow in accordance with the Make Good Escrow Agreement will be cancelled and returned to treasury. 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. For purposes of clarification all employee salaries and related expenses incident to the Business shall be included in the cost of revenue for purposes of determining Gross Profit.

(b) 2017 Guaranteed Gross Profit will be determined by Buyer and confirmed by Buyer's independent auditors 45 days prior to the date Buyer's Annual Report on Form 10-K for the fiscal year ending December 31, 2017 is filed with the Commission. The methodology (including allocations of corporate revenue and expenses to the Purchased Assets and the Business) for determining 2017 Guaranteed Gross Profit will be consistently applied by Buyer to each of the regional MMA promotions acquired by Buyer. Seller will have 10 days after receipt of Buyer's determination of 2017 Guaranteed Gross Profit (which will include the methodology applied by buyer for computing 2017 Guaranteed Gross Profit) (the "Target Gross Profit Notice") to provide written detailed objections to Buyer and Buyer's independent auditors to Buyer's determination of 2017 Guaranteed Gross Profit. Absent manifest error on behalf of Buyer, Buyer's determination of 2017 Guaranteed Gross Profit shall be binding upon Seller.

(c) Cancellation of any Common Stock pursuant to this Section 3.2 shall be deemed adjustments to the Purchase Price.

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.

(b) subject to Section 3.3(c) below, to Seller of the number of shares of Common Stock (rounded to the nearest whole number) equal to \$600,000 divided by the Share Price.

(c) to the Escrow Agent, pursuant to the terms of the Make Good Escrow Agreement, from the Common Stock deliverable under Section 3.3(b) above, a number of shares of Common Stock equal to 30% of the number of shares of Common Stock (rounded to the nearest whole number) equal to the Purchase Price divided by the Share Price (such shares the "Escrowed Shares").

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 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 (such date, the “Closing Date”).

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 Ohio, 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 copies of the unaudited balance sheet of the Seller at December 31, 2014 and December 31, 2015 and the related statements of income and cash flows for the years then ended together with the unaudited balance sheet of the Seller at September 30, 2016 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, the Most Recent Financial Statements fairly present, in all material respects, the net assets of the Business at December 31, 2015 and for the nine months ended September 30, 2016 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, 2015, (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.

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.

(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, and have acquired sufficient information about the Buyer 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.

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 8,888,975 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 underlying employee options and restricted shares issued under the Buyer's 2016 Equity Incentive Plan and a warrant to purchase 222,230 shares of Common Stock at an exercise price of \$7.42 per share issued to the Buyer's underwriter in connection with its initial public offering, no subscription, warrant, option, convertible security or other right (contingent or otherwise) to purchase, acquire (including rights of first refusal, anti-dilution or preemptive 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, television 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 Financial Statements. Cooperate fully, completely and promptly with Buyer, its counsel, and all auditors in connection with providing Buyer at Seller's expense all Seller audited and reviewed financial statements required by the Commission and Regulation S-X promulgated under the Securities Act for inclusion in the Buyer's Form 8-K.

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 Managing Member 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 its 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 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 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 its rights and obligations to Buyer as contemplated by this Agreement.

(h) Intentionally Omitted.

(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 (in which case such response shall be accompanied by delivery to the Escrow Agent of the Claim Notice), (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 the value of the Escrowed Shares.

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 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 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 or the Exchange Act for inclusion in any report required to be disclosed pursuant thereto; 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.

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
Phone: (212) 739-7825
Fax: (212) 658-9291
Email: pdanner@alliancemma.com

with copies to:

Mazzeo Song P.C.
444 Madison Avenue, 4th Floor
New York, NY 10022
Attention: Robert L. Mazzeo, Esq.
Phone: (212) 599-0310
Fax: (212) 599-8400
Email: rmazzeo@mazzeosong.com

If to Seller or the Selling Member, to:

Ohio Fitness and Martial Arts, LLC
d/b/a IT Fight Series
304 E. Lake Ave.
Bellefontaine, OH 43311
Attention: Mr. Scott Sheeley
Phone: (937) 935-3236
Email: scottsheeley@yahoo.com

with copies to:

Josh M. Stolly, Esq.
Thompson, Dunlap & Heydinger Ltd.
1111 Rush Ave.
P.O. Box 68
Bellefontaine, OH 43311
Phone: (937) 593-6065
Fax: (410) 547-2432
Email: jstolly@tdhlaw.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 Scott Sheeley is actually aware of the fact or matter, or with the exercise of reasonable diligence should have been aware of the fact or matter.

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:

OHIO FITNESS AND MARTIAL ARTS, LLC

By: /s/ Scott Sheeley
Name: Scott Sheeley
Title: Managing Member

SELLING MEMBER:

/s/ Scott Sheeley
Scott Sheeley

BUYER:

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner
Name: Paul K. Danner, III
Title: Chief Executive Officer

EXHIBITS AND SCHEDULES

Exhibits

Exhibit A:	Form of Assignment and Assumption Agreement
Exhibit B:	Form of Bill of Sale, Conveyance and Assignment
Exhibit C:	[Intentionally Omitted]
Exhibit D:	Form of Intellectual Property Transfer Agreement
Exhibit E:	Form of Make Good Escrow Agreement
Exhibit F:	Form of Non-Competition and Non-Solicitation Agreement
Exhibit G:	Form of Trademark License Agreement
Exhibit H:	Form of Buyer Officer's Certificate
Exhibit I:	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	Fighters Under Contract
Schedule 6.3	Buyer Consents
Schedule 7.1	Compensation Covenant

Schedule 2.1
Permitted Encumbrances

None

Schedule 2.1(c)
Equipment

Fighter training cage and related equipment
Gloves and show accessories

Schedule 2.1(d)
Assumed Contracts

See Schedule 5.21

Schedule 2.1(e)
Real Estate Leases

None, however Seller will continue to store Equipment related to the Business at its facilities at no cost to Buyer.

Schedule 2.1(n)
Additional Assets

None

Schedule 2.2
Excluded Assets

None

Schedule 3.4
Allocation of Purchase Price

To be agreed to and attached at Closing

Schedule 5.3
Equipment and other Purchased Assets

None

Schedule 5.4
Title
None

Schedule 5.5
Intellectual Property

Seller uses certain copyrights in the IT Fight Series logo and branding materials as well as rights in certain social media platforms such as Facebook and Instagram which will be conveyed to Buyer at closing.

Schedule 5.6
Litigation

None

Schedule 5.7
Required Consents

The Ohio Athletic Commission will require the Buyer to obtain a MMA Promotion license in Ohio or may require the Selling Member to amend his license to reflect that the Business was acquired by the Buyer.

Schedule 5.10
Contract Exceptions

None

Schedule 5.12
Scope of Rights in Purchased Assets

None

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. All Business event staff are 1099 Independent contractors hired on a per event basis.

Schedule 5.18
Labor Relations

None

Schedule 5.19
Customers and Suppliers

None

Schedule 5.20
Conflicts

None

Schedule 5.21
Fighters Under Multi-Fight Contracts

Tim McCavit
Brandon Suber
Rob Walker
Albert Cheng
Tiago Tavares
Tony Castillo
Damonte Robinson
Tray Taylor
Jan Finney
Lloyd Thorton
Devoniere Jackson
Jameson Sharp
Carlo Prater
Chico Bayes
Alex Rozman
Gary Keyfauber
Clint Anderson

Schedule 6.3
Buyer Consents

None

Schedule 7.1
Compensation Covenant

Not Applicable

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of December 9, 2016 is entered into by and among OHIO FITNESS AND MARTIAL ARTS, LLC, a Ohio 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 December 9, 2016 (the “Asset Purchase Agreement”), by and among Seller, Buyer, and Scott Sheeley, an individual and resident of the State of Ohio (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:

OHIO FITNESS AND MARTIAL ARTS, LLC

By /s/ Scott Sheeley

Name: Scott Sheeley

Title: Managing Member

ASSIGNEE:

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner

Name: Paul K. Danner, III

Title: Chief Executive Officer

Schedule A

Multi-Fight Fighter Agreements with each of the following professional fighters:

Tim McCavit
Brandon Suber
Rob Walker
Albert Cheng
Tiago Tavares
Tony Castillo
Damonte Robinson
Tray Taylor
Jan Finney
Lloyd Thorton
Devoniere Jackson
Jameson Sharp
Carlo Prater
Chico Bayes
Alex Rozman
Gary Keyfauver
Clint Anderson

BILL OF SALE, CONVEYANCE AND ASSIGNMENT

THIS BILL OF SALE, CONVEYANCE AND ASSIGNMENT (this "Instrument") dated as of December 9, 2016 is entered into by and among OHIO FITNESS AND MARTIAL ARTS, LLC, a Ohio 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 December 9, 2016 (the "Asset Purchase Agreement"), by and among Seller, Buyer, and Scott Sheeley, an individual and resident of the State of Ohio (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]

[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:

OHIO FITNESS AND MARTIAL ARTS, LLC

By: /s/ Scott Sheeley

Name: Scott Sheeley

Title: Managing Member

BUYER:

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner

Name: Paul K. Danner, III

Title: Chief Executive Officer

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AGREEMENT dated as of December 9, 2016 is entered into by and among OHIO FITNESS AND MARTIAL ARTS, LLC, a Ohio 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 December 9, 2016 (the “Asset Purchase Agreement”), by and among Assignor, Assignee, and Scott Sheeley, an individual and resident of the State of Ohio (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:

OHIO FITNESS AND MARTIAL ARTS, LLC

By: /s/ Scott Sheeley

Name: Scott Sheeley

Title: Managing Member

ASSIGNEE:

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner

Name: Paul K. Danner, III

Title: Chief Executive Officer

SCHEDULE A

PATENTS

None

COPYRIGHTS

Copyrights in all Fighter Promotional Materials, videos and other audiovisual and multi-media materials together with all other copyrights in and to all the copyrightable materials included in the Purchased Assets.

MAKE GOOD ESCROW AGREEMENT

This Make Good Escrow Agreement (the "Agreement"), dated as of December 9, 2016 (the "Effective Date") is entered into by and among ALLIANCE MMA, INC., a Delaware corporation ("Company"), Scott Sheeley, an individual and resident of the State of Ohio (the "Selling Member"), and Mazzeo Song P.C., a New York professional corporation ("Escrow Agent") and is delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of December 9, 2016 (the "Asset Purchase Agreement"), by and among Company, OHIO FITNESS AND MARTIAL ARTS, LLC, a Ohio limited liability company ("Seller"), and the Selling Member. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, as an inducement for the Company to enter into the Asset Purchase Agreement, the Selling Member has agreed to place the "Escrow Shares" (as defined in Section 2 hereto) into escrow for the benefit of the Company in the event the Selling Member fails to satisfy certain financial thresholds relative to the Business and the Purchased Assets and to satisfy any claims for indemnification pursuant to Article 10 of the Asset Purchase Agreement.

WHEREAS, pursuant to the requirements of the Asset Purchase Agreement, the Company and the Selling Member 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 Selling Member and the Company hereby appoint Mazzeo Song P.C. 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 Closing Date, the Selling Member shall deliver, or cause to be delivered, to the Escrow Agent certificates evidencing 50,000 shares (the "Escrow Shares") of the Company's common stock, par value \$0.001 per share ("Common Stock") in proportion to their respective ownership interests in Seller as set forth on Exhibit A attached hereto, along with bank signature stamped stock powers executed in blank or such other signed instrument of transfer acceptable to the Company's transfer agent to enable the transfer agent to cancel such Escrow Shares upon instruction from the Company in accordance with Section 4.
-

3. Representations of Selling Member. The Selling Member hereby represent and warrant, jointly and severally as follows:

(a) The Escrow Shares of the Selling Member are validly issued, fully paid and nonassessable shares of the Company, and free and clear of all pledges, liens and encumbrances.

(b) Performance of this Agreement and compliance with the provisions hereof will not violate any provision of any applicable law and will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon, any of the properties or assets of any of the Selling Member pursuant to the terms of any indenture, mortgage, deed of trust or other agreement or instrument binding upon any of the Selling Member, other than such breaches, defaults or liens which would not have a material adverse effect taken as a whole.

4. Cancellation of Escrow Shares for Failure to Attain 2017 Guaranteed Gross Profit.

2017 Guaranteed Gross Profit. The Selling Member agrees that in the event that the earnings before interest, taxes, depreciation, and amortization attributable to the Business and the Purchased Assets and included in earnings before income taxes in Buyer's Annual Report on Form 10-K for the fiscal year ending December 31, 2017, as filed with the Commission, is less than \$107,143 (the "2017 Guaranteed Gross Profit"), the Escrow Agent will, upon receipt of the Target Gross Profit Notice from the Company, transfer the Escrow Shares together with the stock powers and other transfer instruments to the Company's transfer agent with instructions that the Escrow Shares will be cancelled and returned to treasury. In the event that earnings before interest, taxes, depreciation, and amortization attributable to the Business and the Purchased Assets and included in earnings before income taxes in Buyer's Annual Report on Form 10-K for the fiscal year ending December 31, 2017, as filed with the Commission, is equal to or greater than the 2017 Guaranteed Gross Profit, no cancellation of the Escrow Shares shall be required by the Selling Member under this Section 4 and subject to any claim for indemnification made under Article 10 of the Asset Purchase Agreement as provided in Section 5, such Escrow Shares shall be returned to the Selling Member (and if the Escrow Agent has no address to which to deliver them, then to the Company) in accordance with this Agreement. The Escrow Agent need only rely on the Target Gross Profit Notice from the Company in this regard and notwithstanding anything to the contrary contained herein will disregard any contrary instructions.

5. Cancellation of Escrow Shares to Satisfy Indemnification Claims.

(a) Indemnification. An Claim for Losses to be paid from the Escrow Shares pursuant to Article 10 of the Asset Purchase Agreement may be made only if the Company delivers to the Selling Member (with a copy to the Escrow Agent) by the deadline for submitting such a Claim under the Asset Purchase Agreement (the "Indemnity Termination Date") a Claim Notice that sets forth in reasonable detail the specific facts and circumstances giving rise to such claim and a good faith estimate of the dollar amount of the Losses for which the Indemnified Party claims it is entitled to indemnification pursuant to the terms of the Asset Purchase Agreement (the "Claimed Amount"). Within thirty (30) days after delivery of a Claim Notice, the Selling Member shall deliver to the Company a written response in which the Selling Member shall: (A) agree that the Company is entitled to receive all of the Claimed Amount (in which case such response shall be accompanied by delivery to the Escrow Agent of the Selling Member's acceptance of terms of the Claim Notice), (B) agree in a "Counter Notice" that the Company is entitled to receive part, but not all, of the Claimed Amount (the "Agreed Amount"), or (C) contest that the Company is entitled to receive any of the Claimed Amount including the reasons therefor. If the Indemnifying Party in the Counter Notice or otherwise contest the payment of all or part of the Claimed Amount, the Company and the Selling Member shall use good faith efforts to resolve such dispute. If such dispute is not resolved within sixty (60) days following the delivery by the Selling Member of such response, the Company and the Selling Member shall have the right to submit such dispute to a court of competent jurisdiction in accordance with the provisions of Section 12.17 of the Assets Purchase Agreement.

(b) If no Counter Notice is received by the Escrow Agent, or if the Company accepts the Selling Member's Agreed Amount in the Counter Notice, in either case within such thirty (30) day period, then the Claimed Amount or the Agreed Amount claimed in the applicable Claim Notice or Counter Notice shall be deemed established for purposes of this Escrow Agreement, and, at the end of such thirty (30) day period, the Escrow Agent shall promptly deliver to the Company's transfer agent (with instructions that the shares so transferred are to be cancelled and returned to treasury) a number of shares of Common Stock from the Escrow Shares with a Market Value (as defined below) as of the date of the Claim Notice or Counter Notice equal to the Claimed Amount or the Agreed Amount as the case may. The "Market Value" of a share of Common Stock as of any day shall be equal to average of the Company Stock Prices over the twenty consecutive NASDAQ trading days (or, if the Company Common Stock is not traded on the NASDAQ Capital Market, such number of trading days on any other exchange or market on which the Company Common Stock is then trading) ending on and including the second full trading day preceding such day.

(c) If a Counter Notice is given by the Selling Member within thirty (30) days after delivery of a Claim Notice and the Company and the Selling Member are unable to agree upon the Agreed Amount the parties shall use good faith efforts to resolve such dispute. If such dispute is not resolved within sixty (60) days following the delivery by the Selling Member of the Counter Notice the Company and the Selling Member shall have the right to submit such dispute to a court of competent jurisdiction in accordance with the provisions of Section 12.17 of the Assets Purchase Agreement. In such case the Escrow Agent shall deliver to the Company's transfer agent (with instructions that the shares so transferred are to be cancelled and returned to treasury) the appropriate number of shares of Common Stock with a Market Value as of the date of the Claim Notice or Counter Notice equal to the Claimed Amount or the Agreed Amount as the case may from the Escrow Shares in respect of such Claim only in accordance with (A) joint written instructions of the Company and the Selling Member, or (B) a final judgment with no further right to appeal, upon an award rendered by a court of competent jurisdiction.

(d) If the Selling Member and the Company reach a settlement with respect to any Claim made by the Company or if the number of shares of Common Stock to be cancelled in respect of a Claim is determined through a judgment not subject to appeal as provided in Section 5(c), the Selling Member and the Company shall jointly deliver written notice of such settlement or judgment to the Escrow Agent, including (if applicable) instructions to the Escrow Agent to deliver to the Company's transfer agent the appropriate number of shares of Common Stock with the relevant Market Value equal to the amount of such settlement or judgment (with instructions that the shares so transferred are to be cancelled and returned to treasury), and the Escrow Agent shall act promptly in accordance with such instructions.

(e) To the extent the Escrow Agent is otherwise required hereunder to transfer a fractional share of Common Stock to the Company transfer agent, the Escrow Agent shall round such fractional share to the nearest whole share, with one half of such share being rounded downward.

(g) The Company shall cause its stock transfer agent to cooperate with the Escrow Agent, at the Company's expense, in connection with this Agreement.

6. Duration. This Agreement shall terminate on the earlier of the 24-month anniversary of the Effective Date or cancellation of all the Escrow Shares. Upon termination of this Agreement any remaining Escrow Shares will be returned to the Selling Member within ten (10) Business Days to the address set forth on Exhibit A. The Company agrees to provide the Escrow Agent written notice of the filing with the Commission of any financial statements or reports referenced herein.

7. Escrow Shares. Until such time as (if at all) the Escrow Shares are required to be cancelled pursuant to the Asset Purchase Agreement and in accordance with this Agreement, any dividends payable in respect of the Escrow Shares and all voting rights applicable to the Escrow Shares shall be retained by the Selling Member. Should the Escrow Agent receive dividends or voting materials, such items shall be passed immediately on to the Selling Member and shall not be invested or held for any time longer than is needed to effectively re-route such items to the Selling Member.

8. Interpleader. Should any controversy arise among the parties hereto with respect to this Agreement or with respect to the right to cancel or receive the Escrow Shares, 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 7 shall be filed in any court of competent jurisdiction in the State of New York, and the Escrow Shares in dispute 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 Shares and any other obligations hereunder.

9. 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 depository 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. In the event of any actual or alleged mistake or fraud of the Company, its auditors, the Selling Member or any other Person (other than Escrow Agent) in connection with any information provided to the Escrow Agent hereunder, Escrow Agent shall have no obligation or liability to any party hereunder.

(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 Selling Member 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.

10. Compensation of Escrow Agent. Escrow Agent shall be entitled to \$10,000 as compensation for its services as Escrow Agent hereunder, which compensation shall be paid by the Company. The fee agreed upon for the services rendered hereunder is intended as full compensation for Escrow Agent's services as contemplated by this Agreement; provided, however, that in the event that Escrow Agent renders any material service not contemplated in this Agreement, or there is any assignment of interest in the subject matter of this Agreement, or any material modification hereof, or if any material controversy arises hereunder, or Escrow Agent is made a party to any litigation pertaining to this Agreement, or the subject matter hereof, then Escrow Agent shall be reasonably compensated by the Company for such extraordinary services and reimbursed for all costs and expenses, including reasonable attorney's fees, occasioned by any delay, controversy, litigation or event, and the same shall be recoverable from the Company. Prior to incurring any costs and/or expenses in connection with the foregoing sentence, Escrow Agent shall be required to provide written notice to the Company of such costs and/or expenses and the relevancy thereof and Escrow Agent shall not be permitted to incur any such costs and/or expenses prior to receiving written approval from the Company, which approval shall not be unreasonably withheld.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

18. 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 Make Good Escrow Agreement Follows]

[Signature Page to Make Good 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 P.C.

By: /s/ Robert L. Mazzeo
Name: Robert L. Mazzeo, Esq.
Title: Partner

SELLING MEMBER:

/s/ Scott Sheeley
Scott Sheeley

COMPANY:

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner
Name: Paul K. Danner, III
Title: Chief Executive Officer

The table below represents the number of Escrow Shares deposited with the Escrow Agent by the Selling Member and subject to cancellation in accordance with the operation of Sections 4 and Section 5 of the attached Agreement.

Selling Member Name and Address

Number of Shares Deposited into Escrow

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (the “Agreement”), dated as of December 9, 2016 (the “Effective Date”) is entered into by and between ALLIANCE MMA, INC., a Delaware corporation (“Company”) and Scott Sheeley, an individual and resident of the State of Ohio (the “Selling Member”).

WHEREAS, the Company, OHIO FITNESS AND MARTIAL ARTS, LLC, a Ohio limited liability company (“Seller”), and the Selling Member are parties to that certain Asset Purchase Agreement, dated as of December 9, 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 Selling Member 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 Selling Member has been offered employment by the Company, and the Selling Member will have access to and be instrumental in developing and implementing critical aspects of the Company’s strategic business plan; and

WHEREAS, the Selling Member 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 Selling Member by the Company, and (iii) the continued receipt and access to confidential, proprietary, and trade secret information associated with the Selling Member’s position with the Company, the Selling Member and the Company agree as follows:

1 . Confidentiality. Selling Member understands and agrees that in the course of providing services to the Company, Selling Member may acquire confidential and/or proprietary information concerning the Company’s operations, its future plans and its methods of doing business. Selling Member understands and agrees it would be extremely damaging to the Company if Selling Member disclosed such information to a competitor or made such information available to any other person. Selling Member understands and agrees that such information is divulged to Selling Member in strict confidence and Selling Member understands and agrees that Selling Member 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 Selling Member’s employment with the Company and the information that Selling Member has received during the course of Selling Member’s employment, Selling Member 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 Selling Member from any violation or threatened violation of such agreements.

2 . Non-Competition and Non-Solicitation. The Selling Member acknowledges and agrees that the nature of the Company's confidential, proprietary, and trade secret information to which the Selling Member 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 Selling Member further acknowledges and agrees that, even in complete good faith, it would be impossible for the Selling Member 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 Selling Member's employment with the Company and for a period of three (3) years after termination, for any reason, of such employment, the Selling Member 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 Selling Member 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 Selling Member 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 Selling Member is associated in soliciting for employment, hire or engagement as an independent contractor, any person who was employed by the Company or any of its subsidiaries at any time during the term of the Selling Member'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 Selling Member from training mixed martial arts fighters.

3 . Return of Property. Selling Member 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 Selling Member prior to the Effective Date shall remain the property of the Selling Member and any copies thereof obtained by or provided to the Company shall be returned or destroyed in a manner similar acceptable to the Selling Member.

4. Not Employment Contract. The Selling Member acknowledges that this Non-Competition and Non-Solicitation Agreement does not constitute a contract of employment and, except as set forth in a written employment agreement between the parties, 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 Selling Member to be reasonable for such purpose. The Selling Member 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 Selling Member 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 Selling Member 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 December 9, 2019, provided the obligations of the Selling Member under Sections 2 shall survive for a period of three (3) years after expiration or termination. Notwithstanding the foregoing the obligations of the Selling Member under Sections 1 and 3 shall survive indefinitely.

THE SELLING MEMBER 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: /s/ Paul K. Danner
Name: Paul K. Danner, III
Title: Chief Executive Officer

SELLING MEMBER:

By: /s/ Scott Sheeley
Scott Sheeley

TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT (“Agreement”) dated as of December 9, 2016 is entered into by and among OHIO FITNESS AND MARTIAL ARTS, LLC, a Ohio 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 December 9, 2016 (the “Asset Purchase Agreement”), by and among Licensor, Licensee, and Scott Sheeley, an individual and resident of the State of Ohio (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 “IT Fight Series” 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, 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 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 gaming, 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:

OHIO FITNESS AND MARTIAL ARTS, LLC

By: /s/ Scott Sheeley

Name: Scott Sheeley

Title: Managing Member

LICENSEE:

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner

Name: Paul K. Danner, III

Title: Chief Executive Officer

OFFICER'S CERTIFICATE
OF
ALLIANCE MMA, INC.

Reference is made to that certain ASSET PURCHASE AGREEMENT (the "Agreement"), dated as of December 9, 2016 (the "Effective Date") by and among OHIO FITNESS AND MARTIAL ARTS, LLC, a Ohio limited liability company ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), and Scott Sheeley, an individual and resident of the State of Ohio (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 December 9, 2016.

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner
Name: Paul K. Danner, III
Title: Chief Executive Officer

OFFICER'S CERTIFICATE
OF
OHIO FITNESS AND MARTIAL ARTS, LLC

Reference is made to that certain ASSET PURCHASE AGREEMENT (the "Agreement"), dated as of December 9, 2016 (the "Effective Date") by and among OHIO FITNESS AND MARTIAL ARTS, LLC, a Ohio limited liability company ("Seller"), ALLIANCE MMA, INC., a Delaware corporation ("Buyer"), and Scott Sheeley, an individual and resident of the State of Ohio (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 December 9, 2016.

OHIO FITNESS AND MARTIAL ARTS, LLC

By: /s/ Scott Sheeley

Name: Scott Sheeley

Title: Managing Member

ALLIANCE MMA ACQUIRES IT FIGHT SERIES
First Acquisition Since Listing on NASDAQ Delivers on Expansion Plans

NEW YORK, NY – December 12, 2016 – Alliance MMA, Inc. ("Alliance MMA" or the "Company") (NASDAQ: AMMA), a mixed martial arts organization offering premier promotional opportunities for aspiring mixed martial arts fighters, announced today the acquisition of Ohio-based MMA promotion Iron Tiger Fight Series (IT Fight Series). This acquisition, the first since the Company completed its initial public offering (IPO) and listing on the NASDAQ stock exchange, is the initial step in executing Company's plan to expand its total number of MMA events to at least 125 per year.

"Our vision is to acquire leading regional MMA promotions across the country in order to build a national footprint including every major media market," said Paul K. Danner, Chief Executive Officer of Alliance MMA. "The successful acquisition of IT Fight Series will help achieve that goal by rounding out our presence in the Midwest, and more importantly, provides conclusive validation that our acquisition strategy is performing as planned. We further expect that our objective of developing and showcasing fighters through regional promotions across the country will result in securing major brand sponsorship revenue for our live MMA events, digital media and Alliance MMA fighters."

In October, in conjunction with the successful completion of its IPO, the Company acquired five regional promotions including New Jersey-based Cage Fury Fighting Championship (CFFC), Washington-based Combat Games MMA (COGA), Illinois-based Hoosier Fight Club (HFC), Tennessee-based V3 Fights and Maryland-based Shogun Fights. Later the same month, it announced its plan to launch a regional promotion in Southern California. The Company plans to promote ultimately over 125 events a year, showcasing more than 1,000 fighters, through regional promotions operating under the Alliance MMA umbrella.

"We are truly excited to be part of a publicly-traded entity that plans to make such a significant impact on the MMA industry," said Scott Sheeley, the founder of IT Fight Series. "Joining the Alliance MMA team not only allows us to reduce overhead by centralizing common business functions, it creates the opportunity to spend more time focusing on promoting superior events, boosting ticket sales, and increasing our number of events each year through geographical expansion."

IT Fight Series was founded by Mr. Sheeley in 1995, and currently hosts approximately ten MMA promotions per year in various cities throughout the Ohio region. This past Saturday, IT Fight Series promoted its 70th show in the Ohio Expo Center in Columbus to a sold-out crowd. Since launching its inaugural event, IT Fight Series has promoted more than a dozen fighters who went on to compete at the highest level of professional MMA competition with Ultimate Fighting Championship (UFC), Bellator and other premier promotions. Mr. Sheeley is a former professional fighter with over 40 bouts and 25 years of experience in various styles of martial arts. He has appeared in several major motion pictures, and has created and operated a number of successful business ventures outside of his MMA promotion.

About Alliance MMA, Inc.

Alliance MMA, Inc. (NASDAQ: AMMA) is a mixed martial arts promotion company offering premier promotional opportunities for aspiring mixed martial arts (MMA) fighters to showcase their talent and advance to the sport's highest level of professional competition. Alliance MMA's mission is to identify and develop the next generation of fighters and champions to eventually compete in the Ultimate Fighting Championship (UFC) and other leading MMA promotions.

With some of the world's leading MMA promotions under the Alliance MMA umbrella, the organization aims eventually to host in excess of 125 events per year, showcasing more than 1,000 fighters. Alliance MMA is also dedicated to generating live original sports media content, attracting an international fan base, and securing major brand sponsorship revenue for live MMA events, digital media and Alliance MMA fighters.

MMA is the world's fastest growing sport with worldwide fans of approximately 300 million according to sports marketing research firm Repucom. MMA is a full contact sport that allows a wide range of fighting techniques, including striking and grappling from various martial arts and disciplines including Boxing, Wrestling, Brazilian Jiu Jitsu, Karate and Muay Thai. Professional MMA fights are legal and regulated by state athletic commissions in all 50 states.

Alliance MMA, Inc. was incorporated in 2015 for the purpose of acquiring businesses that engage in the promotion of mixed martial arts (MMA) events. In 2016, the company completed an initial public offering which culminated in a listing on the NASDAQ stock exchange. Alliance MMA is the only mixed martial arts promotion company that is publicly traded.

For more information visit, www.alliancemma.com

Or contact:

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Forward-Looking Statements

This press release 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. Actual results may differ materially from historical results or those indicated by these forward-looking statements as a result of a variety of factors including, but not limited to, those discussed under the heading "Risk Factors" in our registration statement on Form S-1 (Registration No. 333-213166) declared effective by the Securities and Exchange Commission on September 2, 2016. Alliance MMA encourages you to review other factors that may affect its future results in Alliance MMA's registration statement and in its other filings with the Securities and Exchange Commission.
