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): January 4, 2017

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

Delaware	**001-37899**	**47-5412331**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(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))

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On January 4, 2017, Alliance MMA, Inc. (the "Company") acquired Roundtable Creative Inc., a Virginia corporation d/b/a SuckerPunch Entertainment, a leading fighter management and marketing company ("SuckerPunch"), for an aggregate consideration of $1,350,000, of which $300,000 was paid in cash and $1,050,000 was paid in shares of the Company's common stock valued at $3.74 per share. In connection with the acquisition, Brian Butler-Au, the sole owner of SuckerPunch, placed 108,289 shares of the 280,749 shares of common stock issued as part of the merger consideration into escrow to guarantee the financial performance of the SuckerPunch business post-closing. Accordingly, in the event the gross profit of the SuckerPunch business is less than $265,000 in fiscal year 2017, all 108,289 shares will be forfeited.

The foregoing description of the acquisition of SuckerPunch is a summary only and is qualified in its entirety by reference to the complete text of the merger agreement filed herewith as Exhibit 10.1 and incorporated herein by reference.

Also in connection with the merger, the Company entered into executive employment agreements with Brian Butler-Au and Bryan Hamper, who will each serve as managing director, fighter management of SuckerPunch. Each agreement is for a two-year term. Mr. Butler-Au and Mr. Hamper will receive base compensation of $120,000 per year and $100,000 per year, respectively. Each employment agreement provides the executive with a bonus equal to two percent (2%) of the gross revenues received by the Company and/or SuckerPunch from sponsorship arrangements and fighter contracts originated by SuckerPunch.

The foregoing description of the executive employment agreements is a summary only and is qualified in its entirety by reference to the complete text of the executive employment agreements filed herewith as Exhibit 10.2 and Exhibit 10.3 and incorporated herein by reference.

ITEM 3.02 UNREGISTERED SALE OF EQUITY SECURITIES

The disclosure in Item 1.01 relating to the issuance of 280,749 shares of the Company's common stock is incorporated herein by reference. Brian Butler-Au 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.

On January 4, 2017, in connection with the merger and pursuant to the executive employment agreement with Bryan Hamper, 26,738 shares of the Company's common stock was issued to Mr. Hamper, together with a warrant to acquire 93,583 shares of the Company's common stock. The warrant is for a five-year term commencing on January 4, 2017 and has an initial exercise price of $3.74 per share. Bryan Hamper is an accredited investor and the issuance of the common stock and the warrant are exempt from registration under Section 4(a)(2) of the Securities Act of 1933, as amended.

The foregoing description of the warrant is a summary only and is qualified in its entirety by reference to the complete text of the warrant filed herewith as Exhibit 4.01 and incorporated herein by reference.

ITEM 7.01 REGULATION FD DISCLOSURE

On January 10, 2017, the Company issued a press release announcing the closing of the acquisition of SuckerPunch. A copy of the press release is attached as Exhibit 99.1 hereto and incorporated by reference herein.

The information under this Item 7.01 and in Exhibit 99.1 to 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 to 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.

4.01 Common Stock Purchase Warrant.

10.1 Merger Agreement by and among Alliance MMA, Inc., Suckerpunch Holdings, Inc., Roundtable Creative Inc., a Virginia corporation d/b/a Suckerpunch Entertainment, and Brian Butler-Au, dated January 4, 2017.

10.2 Executive Employment Agreement by and between Alliance MMA, Inc. and Brian Butler-Au, dated January 4, 2017.

10.3 Executive Employment Agreement by and between Alliance MMA, Inc. and Bryan Hamper, dated January 4, 2017.

99.1 Press Release dated January 10, 2017.

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: January 10, 2017

EXHIBIT INDEX

4.01	Common Stock Purchase Warrant.
10.1	Merger Agreement by and among Alliance MMA, Inc., Suckerpunch Holdings, Inc., Roundtable Creative Inc., a Virginia corporation d/b/a Suckerpunch Entertainment, and Brian Butler-Au dated January 4, 2017.
10.2	Executive Employment Agreement by and between Alliance MMA, Inc. and Brian Butler-Au dated January 4, 2017.
10.3	Executive Employment Agreement by and between Alliance MMA, Inc. and Bryan Hamper dated January 4, 2017.
99.1	Press Release dated January 10, 2017.

Exhibit 4.01

ALLIANCE MMA, INC.
COMMON STOCK PURCHASE WARRANT

1 . Warrant. This Common Stock Purchase Warrant (this "Warrant") entitles Bryan Hamper or any subsequent holder hereof ("Holder"), to subscribe for, purchase and receive, in whole or in part, up to 93,583 shares (the "Shares") of common stock, par value $0.001 per share ("Common Stock") of Alliance MMA, Inc., a Delaware corporation (the "Company"), at any time or from time to time beginning on January 4, 2017 (the "Commencement Date"), and ending at 5:00 p.m., New York City time, on January 3, 2022 (the "Expiration Date"). If the Expiration Date is a day on which banking institutions are authorized by law to close, then this Warrant may be exercised on the next succeeding day which is not such a day in accordance with the terms herein. This Warrant is initially exercisable at $3.74 per Share, which is the fair market value of a Share as determined by the average closing price of the Common Stock on the NASDAQ Capital Market over the twenty trading days preceding the date on which this Warrant is granted; provided, however, that upon the occurrence of any of the events specified in Section 5 hereof, the rights granted by this Warrant, including the exercise price per Share and the number of Shares to be received upon such exercise, shall be adjusted as therein specified. The term "Exercise Price" shall mean the initial exercise price or the adjusted exercise price, depending on the context.

2. Exercise.

2.1. Exercise Form. In order to exercise this Warrant, the exercise form attached hereto must be duly executed and completed and delivered to the Company, together with this Warrant and (unless such exercise is cashless as provided herein) payment of the Exercise Price for the Shares being purchased payable in cash by wire transfer of immediately available funds to an account designated by the Company or by certified check or official bank check

2.2 Cashless Exercise. In lieu of exercising this Warrant by payment of cash by wire transfer or check payable to the order of the Company pursuant to Section 2.1 above, Holder may elect to exercise this Warrant on a "cashless" basis and receive the number of Shares equal to the value of this Warrant (or the portion thereof being exercised), by surrender of this Warrant to the Company, together with the exercise form attached hereto, in which event the issue to Holder, Shares in accordance with the following formula:

$$X = \frac{Y(A-B)}{A}$$

Where,

X	=	The number of Shares to be issued to Holder;
Y	=	The number of Shares for which the Warrant is being exercised;
A	=	The fair market value of one Share; and
B	=	The Exercise Price.

For purposes of this Section 2.2, the fair market value of a Share shall be the average VWAP per share of Common Stock (as reported by Bloomberg) for the ten (10) trading days immediately preceding the date of exercise; *provided, however*, if there is no active public market, the value shall be the fair market value thereof, as determined in good faith by the Company's Board of Directors. "VWAP" shall mean, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a national securities exchange, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the exchange on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a trading day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), or (b) if the Common Stock is not then listed or quoted for trading on a national securities exchange and if prices for the Common Stock are then reported by OTC Markets, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the closing bid price per share of the Common Stock so reported.

2.3 Legend. Each certificate for the securities purchased under this Warrant shall bear a legend as follows unless such securities have been registered under the Securities Act of 1933, as amended (the "Act"):

"The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended (the "Act"), or applicable state law. Neither the securities nor any interest therein may be offered for sale, sold or otherwise transferred except pursuant to an effective registration statement under the Securities Act, or pursuant to an exemption from registration under the Securities Act and applicable state law which, in the opinion of counsel to the Company, is available."

3. Transfer.

3.1 General Restrictions. The registered Holder of this Warrant agrees by his acceptance hereof, that such Holder will not sell, transfer, assign, pledge or hypothecate this Warrant other than in compliance with or exemptions from applicable securities laws. In order to make any permitted assignment, the Holder must deliver to the Company the assignment form attached hereto duly executed and completed, together with the Warrant and payment of all transfer taxes, if any, payable in connection therewith. The Company shall within five (5) Business Days of receipt of a duly executed assignment form transfer this Warrant on the books of the Company and shall execute and deliver a new Warrant or Warrants of like tenor to the appropriate assignee(s) expressly evidencing the right to purchase the aggregate number of Shares purchasable hereunder or such portion of such number as shall be contemplated by any such assignment.

3.2 Restrictions Imposed by the Securities Act. The securities evidenced by this Warrant and the Shares issuable upon exercise hereof shall not be transferred unless and until: (i) the Company has received the opinion of counsel for the Holder that the securities may be transferred pursuant to an exemption from registration under the Securities Act and applicable state securities laws, the availability of which is established to the reasonable satisfaction of the Company (the Company hereby agreeing that the opinion of Mazzeo Song P.C. shall be deemed satisfactory evidence of the availability of an exemption), or (ii) a registration statement or a post-effective amendment to the Registration Statement relating to the offer and sale of such securities has been filed by the Company and declared effective by the U.S. Securities and Exchange Commission (the "**Commission**") and compliance with applicable state securities law has been established.

4. New Warrants to be Issued.

4.1 Partial Exercise or Transfer. Subject to the restrictions in Section 3 hereof, this Warrant may be exercised or assigned in whole or in part. In the event of the exercise or assignment hereof in part only, upon surrender of this Warrant for cancellation, together with the duly executed exercise or assignment form and funds sufficient to pay any Exercise Price and/or transfer tax if exercised pursuant to Section 2.1 hereto, the Company shall cause to be delivered to the Holder without charge a new Warrant of like tenor to this Warrant in the name of the Holder evidencing the right of the Holder to purchase the number of Shares purchasable hereunder as to which this Warrant has not been exercised or assigned.

4.2 Lost Certificate. Upon receipt by the Company of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Warrant and of reasonably satisfactory indemnification or the posting of a bond, the Company shall execute and deliver a new Warrant of like tenor and date. Any such new Warrant executed and delivered as a result of such loss, theft, mutilation or destruction shall constitute a substitute contractual obligation on the part of the Company.

5. Adjustments.

5.1 Adjustments to Exercise Price and Number of Securities. The Exercise Price and the number of Shares underlying the Warrant shall be subject to adjustment from time to time as hereinafter set forth:

5.1.1 Share Dividends; Split Ups. If, after the date hereof, and subject to the provisions of Section 5.3 below, the number of outstanding Shares is increased by a stock dividend payable in Shares or by a split up of Shares or other similar event, then, on the effective day thereof, the number of Shares purchasable hereunder shall be increased in proportion to such increase in outstanding Shares, and the Exercise Price shall be proportionately decreased.

5.1.2 Aggregation of Shares. If, after the date hereof, and subject to the provisions of Section 5.3 below, the number of outstanding Shares is decreased by a reverse stock split, consolidation, combination or reclassification of Shares or other similar event, then, on the effective date thereof, the number of Shares purchasable hereunder shall be decreased in proportion to such decrease in outstanding Shares, and the Exercise Price shall be proportionately increased.

5.1.3 Replacement of Securities upon Reorganization, etc. In case of any reclassification or reorganization of the outstanding Shares other than a change covered by Section 5.1.1 or 5.1.2 hereof or that solely affects the par value of such Shares, or in the case of any share reconstruction or amalgamation or consolidation of the Company with or into another corporation (other than a consolidation or share reconstruction or amalgamation in which the Company is the continuing corporation and that does not result in any reclassification or reorganization of the outstanding Shares), or in the case of any sale or conveyance to another corporation or entity of the property of the Company as an entirety or substantially as an entirety in connection with which the Company is dissolved, the Holder of this Warrant shall have the right thereafter (until the expiration of the right of exercise of this Warrant) to receive upon the exercise hereof, for the same aggregate Exercise Price payable hereunder immediately prior to such event, the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, share reconstruction or amalgamation, or consolidation, or upon a dissolution following any such sale or transfer, by a Holder of the number of Shares of the Company obtainable upon exercise of this Warrant immediately prior to such event; and if any reclassification also results in a change in Shares covered by Section 5.1.1 or 5.1.2, then such adjustment shall be made pursuant to Sections 5.1.1, 5.1.2 and this Section 5.1.3. The provisions of this Section 5.1.3 shall similarly apply to successive reclassifications, reorganizations, share reconstructions or amalgamations, or consolidations, sales or other transfers.

5.1.4 Changes in Form of Warrant. This form of Warrant need not be changed because of any change pursuant to this Section 5.1, and Warrants issued after such change may state the same Exercise Price and the same number of Shares as are stated in the Warrants initially issued pursuant to this Agreement. The acceptance by any Holder of the issuance of new Warrants reflecting a required or permissive change shall not be deemed to waive any rights to an adjustment occurring after the Commencement Date or the computation thereof.

5.2 Substitute Warrant. In case of any consolidation of the Company with, or share reconstruction or amalgamation of the Company with or into, another corporation (other than a consolidation or share reconstruction or amalgamation which does not result in any reclassification or change of the outstanding Shares), the corporation formed by such consolidation or share reconstruction or amalgamation shall execute and deliver to the Holder a supplemental Warrant providing that the holder of each Warrant then outstanding or to be outstanding shall have the right thereafter (until the stated expiration of such Warrant) to receive, upon exercise of such Warrant, the kind and amount of shares of stock and other securities and property receivable upon such consolidation or share reconstruction or amalgamation, by a holder of the number of Shares of the Company for which such Warrant might have been exercised immediately prior to such consolidation, share reconstruction or amalgamation, sale or transfer. Such supplemental Warrant shall provide for adjustments which shall be identical to the adjustments provided for in this Section 5. The above provision of this Section shall similarly apply to successive consolidations or share reconstructions or amalgamations.

5.3 Elimination of Fractional Interests. The Company shall not be required to issue certificates representing fractions of Shares upon the exercise of the Warrant, nor shall it be required to issue scrip or pay cash in lieu of any fractional interests, it being the intent of the parties that all fractional interests shall be eliminated by rounding any fraction up or down, as the case may be, to the nearest whole number of Shares or other securities, properties or rights.

6 . Reservation and Listing. The Company shall at all times reserve and keep available out of its authorized Shares, solely for the purpose of issuance upon exercise of the Warrants, such number of Shares or other securities, properties or rights as shall be issuable upon the exercise thereof. The Company covenants and agrees that, upon exercise of the Warrants and (other than in connection with a cashless exercise hereunder) payment of the Exercise Price therefor, in accordance with the terms hereby, all Shares and other securities issuable upon such exercise shall be duly and validly issued, fully paid and non-assessable and not subject to preemptive rights of any shareholder. As long as the Warrants shall be outstanding, the Company shall use its commercially reasonable efforts to cause all Shares issuable upon exercise of the Warrants to be listed (subject to official notice of issuance) on all national securities exchanges (or, if applicable, on the OTC Bulletin Board or any successor trading market) on which the Common Stock may then be listed and/or quoted.

7. Certain Notice Requirements.

7.1 Holder's Right to Receive Notice . Nothing herein shall be construed as conferring upon the Holders the right to vote or consent or to receive notice as a shareholder for the election of directors or any other matter, or as having any rights whatsoever as a shareholder of the Company. If, however, at any time prior to the expiration of the Warrants and their exercise, any of the events described in Section 7.2 shall occur, then, in one or more of said events, the Company shall give a copy of each notice given to the other shareholders of the Company written notice of such event at the same time that it gives notice thereof to such shareholders.

7.2 Events Requiring Notice. The Company shall be required to give the notice described in this Section 7 upon one or more of the following events: (i) if the Company shall take a record of the holders of its Shares for the purpose of entitling them to receive a dividend or distribution payable otherwise than in cash, or a cash dividend or distribution payable otherwise than out of retained earnings, as indicated by the accounting treatment of such dividend or distribution on the books of the Company, (ii) the Company shall offer to all the holders of its Shares any additional shares of capital stock of the Company or securities convertible into or exchangeable for shares of capital stock of the Company, or any option, right or warrant to subscribe therefor, or (iii) a dissolution, liquidation or winding up of the Company (other than in connection with a consolidation or share reconstruction or amalgamation) or a sale of all or substantially all of its property, assets and business shall be proposed.

7.3 Notice of Change in Exercise Price. The Company shall, promptly after an event requiring a change in the Exercise Price pursuant to Section 5 hereof, send notice to the Holders of such event and change ("**Price Notice**"). The Price Notice shall describe the event causing the change and the method of calculating same and shall be certified as being true and accurate by the Company's Chief Financial Officer.

7.4 Transmittal of Notices. All notices, requests, consents and other communications under this Warrant shall be in writing and shall be deemed to have been duly made when hand delivered, or mailed by express mail or private courier service: (i) if to the registered Holder of the Warrant, to the address of such Holder as shown on the books of the Company, or (ii) if to the Company, to following address or to such other address as the Company may designate by notice to the Holders:

If to the Holder:

Bryan Hamper
c/o Roundtable Creative, Inc.
310 Hook Road
Westminster MD 21157
Phone: (443) 398-0951
Email: hamper@suckerpunchent.com

to the Company:

Alliance MMA, Inc.
590 Madison Avenue, 21st Floor
New York, New York 10022
Attn: Paul K. Danner, III, CEO
T: (212) 739-7825

With a copy to (which shall not constitute notice):

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

8. Miscellaneous.

8.1 Amendments. The Company may from time to time supplement or amend this Warrant without the approval of any of the Holders in order to cure any ambiguity, to correct or supplement any provision contained herein that may be defective or inconsistent with any other provisions herein, or to make any other provisions in regard to matters or questions arising hereunder that the Company may deem reasonably necessary or desirable and that the Company deem shall not adversely affect the interest of the Holders. All other modifications or amendments shall require the written consent of and be signed by the party against whom enforcement of the modification or amendment is sought.

8.2 Headings. The headings contained herein are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Warrant.

8.3. Entire Agreement. This Warrant (together with the other agreements and documents being delivered pursuant to or in connection with this Warrant) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof.

8.4 Binding Effect. This Warrant shall inure solely to the benefit of and shall be binding upon, the Holder and the Company and their permitted assignees, respective successors, legal representative and assigns, and no other person shall have or be construed to have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Warrant or any provisions herein contained.

8.5 Governing Law; Submission to Jurisdiction; Trial by Jury. This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflict of laws principles thereof. Each of the Company and the Holder hereby agrees that any action, proceeding or claim against it arising out of, or relating in any way to this Warrant shall be brought and enforced in the New York Supreme Court, County of New York, or in the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. Each of the Company and the holder hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. Any process or summons to be served upon the Company or the Holder may be served by transmitting a copy thereof by registered or certified mail, return receipt requested, postage prepaid, addressed to it at the address set forth in Section 7 hereof. Such mailing shall be deemed personal service and shall be legal and binding upon the Company and the Holder in any action, proceeding or claim. The Company (on its behalf and, to the extent permitted by applicable law, on behalf of its stockholders and affiliates) and the Holder hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

8.6 Waiver, etc. The failure of the Company or the Holder to at any time enforce any of the provisions of this Warrant shall not be deemed or construed to be a waiver of any such provision, nor to in any way affect the validity of this Warrant or any provision hereof or the right of the Company or any Holder to thereafter enforce each and every provision of this Warrant. No waiver of any breach, non-compliance or non-fulfillment of any of the provisions of this Warrant shall be effective unless set forth in a written instrument executed by the party or parties against whom or which enforcement of such waiver is sought; and no waiver of any such breach, non-compliance or non-fulfillment shall be construed or deemed to be a waiver of any other or subsequent breach, non-compliance or non-fulfillment.

8.7 Execution in Counterparts. This Warrant may be executed in two or more counterparts, and by the different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts has been signed by each of the parties hereto and delivered to each of the other parties hereto. Such counterparts may be delivered by facsimile transmission or other electronic transmission.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this Warrant to be signed by its duly authorized officer as of the 4th day of January, 2017.

ALLIANCE MMA, INC.

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

[*Form to be Used to Exercise Warrant*]

Date: _____, 20___

The undersigned hereby elects irrevocably to exercise the Warrant for _____ shares of common stock, par value $0.001 per share (the "**Shares**"), of Alliance MMA, Inc., a Delaware corporation (the "**Company**"), and hereby makes payment of $____ (at the rate of $____ per Share) in payment of the Exercise Price pursuant thereto. Please issue the Shares as to which this Warrant is exercised in accordance with the instructions given below and, if applicable, a new Warrant representing the number of Shares for which this Warrant has not been exercised.

The undersigned hereby elects irrevocably to convert its right to purchase ___ Shares of the Company under the Warrant for _____ Shares, as determined in accordance with the following formula:

$$X = \frac{Y(A-B)}{A}$$

Where,

X	=	The number of Shares to be issued to Holder;
Y	=	The number of Shares for which the Warrant is being exercised;
A	=	The fair market value of one Share; and
B	=	The Exercise Price.

The undersigned agrees and acknowledges that the calculation set forth above is subject to confirmation by the Company and any disagreement with respect to the calculation shall be resolved by the Company in its sole discretion.

Please issue the Shares as to which this Warrant is exercised in accordance with the instructions given below and, if applicable, a new Warrant representing the number of Shares for which this Warrant has not been converted.

Signature: _____

Signature Guaranteed: _____

INSTRUCTIONS FOR REGISTRATION OF SECURITIES:

Name: _____
(Print in Block Letters)

Address: _____

_____

NOTICE: The signature to this form must correspond with the name as written upon the face of the Warrant without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank, other than a savings bank, or by a trust company or by a firm having membership on a registered national securities exchange.

[*Form to be Used to Assign Warrant*]

(To be executed by the registered Holder to effect a transfer of the within Warrant):

FOR VALUE RECEIVED, _____ does hereby sell, assign and transfer unto the right to purchase shares of common stock, par value $0.001 per share, of Alliance MMA, Inc., a Delaware corporation (the "**Company**"), evidenced by the Warrant and does hereby authorize the Company to transfer such right on the books of the Company.

Dated: _____, 20__

Signature: _____

Signature Guaranteed: _____

NOTICE: The signature to this form must correspond with the name as written upon the face of the within Warrant without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank, other than a savings bank, or by a trust company or by a firm having membership on a registered national securities exchange.

Exhibit 10.1

MERGER AGREEMENT

THIS MERGER AGREEMENT (this "Agreement"), dated as of January 4, 2017, is entered into by and among ROUNDTABLE CREATIVE INC., a Virginia corporation d/b/a SUCKERPUNCH ENTERTAINMENT (" SuckerPunch"), BRIAN BUTLER-AU, an individual and resident of the Commonwealth of Virginia (the "SuckerPunch Shareholder"), ALLIANCE MMA, INC., a Delaware corporation ("Parent") and SUCKERPUNCH HOLDINGS, INC., a Virginia corporation ("Acquisition Co.") and a wholly-owned subsidiary of Parent.

WHEREAS, SuckerPunch operates a mixed martial arts sports management and marketing business under the "SuckerPunch Entertainment" brand (the "Business"); and

WHEREAS, the Board of Directors of each of Parent, Acquisition Co. and SuckerPunch has approved, and deems it advisable and in the best interests of such entity's equity holders to consummate, the acquisition of SuckerPunch by Parent through the merger of Acquisition Co. with and into SuckerPunch as the surviving entity (the "Merger"), on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the parties hereto intend that the Merger will qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), by reason of Section 368(a)(2)(E) of the Code;

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

1 . 1 Definitions. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth on Exhibit A hereto.

ARTICLE 2
THE MERGER

2.1 Merger. Promptly following the execution and delivery of this Agreement, Acquisition Co. and SuckerPunch will prepare, execute and file with the Virginia State Corporation Commission (the "SCC"), in accordance with Section 13.1-720 of the Virginia Stock Corporation Act (the "VSCA"), Articles of Merger ("Articles of Merger"). The Merger will become effective at the time and date shown on the Certificate of Merger issued by the SCC (the "Effective Time"). Subject to the terms and conditions of this Agreement, at the Effective Time and in accordance with the VSCA, Acquisition Co. will be merged with and into SuckerPunch pursuant to the Plan of Merger, substantially in the form attached hereto as Exhibit B (the "Plan of Merger"), the separate corporate existence of Acquisition Co. shall cease and SuckerPunch will be the surviving corporation in the Merger (the term "Surviving Corporation" shall refer to SuckerPunch as of the Effective Time and thereafter).

2.2 Closing; Closing Date. The closing of the transactions contemplated hereby (the "Closing") will occur when all of the conditions to Closing set forth in Section 8 have been satisfied (or waived in writing by the appropriate party). The date on which the Closing occurs is referred to herein as the "Closing Date". On the Closing Date, (i) Parent and Acquisition Co. will deliver the Merger Consideration to the SuckerPunch Shareholder in accordance with Article III and Section 4(a) (ii) the SuckerPunch Shareholder will deliver either a certificate representing all of the outstanding shares of SuckerPunch Common Stock to Parent and Acquisition Co. or a No Stock Certificate Affidavit in lieu thereof.

2.3 Articles of Incorporation; By-laws; Directors and Officers.

(a) The Articles of Incorporation of Acquisition Co. in effect immediately prior to the Effective Time, a copy of which is attached as Exhibit C hereto (the "Articles of Incorporation"), and the by-laws of Acquisition Co. as in effect immediately prior to the Effective Time, a copy of which is attached as Exhibit D hereto (the "By-laws"), shall be the Articles of Incorporation and By-laws, respectively, of the Surviving Corporation from and after the Effective Time until thereafter changed or amended as provide therein or in accordance with applicable law.

(b) The Board of Directors and officers of Acquisition Co. immediately prior to the Effective Time shall serve as the Board of Directors and officers, respectively, of the Surviving Corporation and shall hold office from the Effective Time until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Articles of Incorporation and By-laws.

2.4 Tax-Free Merger. The parties hereto intend that the Merger will qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended by reason of Section 368(a)(2)(E) of the Code.

ARTICLE 3
MERGER CONSIDERATION; CONVERSION AND EXCHANGE OF SECURITIES

3.1 Manner and Basis of Converting and Exchanging Capital Stock. At the Effective Time, and without any action on the part of SuckerPunch, Parent or Acquisition Co., the SuckerPunch Shareholder or the Parent Stockholders, all of the shares of SuckerPunch Common Stock issued and outstanding immediately prior to the Effective Time shall be converted or exchanged into the right to receive (i) an aggregate number of shares of Parent Common Stock equal to $1,050,000 divided by the Share Price, and (ii) $300,000 in cash, in each case to be issued to the SuckerPunch Shareholder (collectively, the "Merger Consideration"). The Merger Consideration shall be subject to adjustment pursuant to the provisions of Article 4.

3.2 Treasury Stock. Notwithstanding any provision of this Agreement to the contrary, any shares of SuckerPunch Common Stock held in the treasury of SuckerPunch shall be canceled in the Merger and shall not be converted or exchanged into the right to receive any shares of Parent Common Stock or other securities of Parent.

3.3 No Fractional Shares. No fractional shares of Parent Common Stock shall be issued in, or as a result of, the Merger. Any fractional shares of Parent Common Stock that a holder of record of SuckerPunch Common Stock would otherwise be entitled to receive as a result of the Merger shall be rounded to the nearest whole number of shares of Parent Common Stock.

3.4 Surrender and Exchange of Certificates.

(a) Exchange Procedures. On the Closing Date, the SuckerPunch Shareholder shall deliver to Parent (or its duly authorized agent) one or more certificate(s) representing all of the SuckerPunch Common Stock formerly owned by such holder, endorsed in blank or accompanied by duly executed stock powers or a No Stock Certificate Affidavit in lieu thereof. Upon receipt of certificates representing all of the shares of SuckerPunch Common Stock outstanding immediately prior to the Effective Time, Parent shall deliver to the SuckerPunch Shareholder (i) a certificate registered in the name of such former holder representing the number of shares of Parent Common Stock that such former holder is entitled to receive as set forth on Schedule 3.4 hereto (less the Holdback Shares) and (ii) such former holder's share of the cash component of the Merger Consideration as set forth on Schedule 3.4. From and after the Effective Time, any certificate previously representing ownership of SuckerPunch Common Stock shall be deemed at and after the Effective Time to represent only the right to receive Parent Common Stock and the SuckerPunch Shareholder shall cease to have any other rights with respect to the SuckerPunch Common Stock.

(b) Stock Transfer Books. From and after the Closing Date, the stock transfer books of SuckerPunch will be closed and there will be no further registration of transfers of shares of SuckerPunch Common Stock thereafter on the records of SuckerPunch. If, after the Effective Time, certificates formerly representing SuckerPunch Common Stock are presented to the Surviving Corporation, these certificates shall be canceled and exchanged for the number of shares of Parent Common Stock to which the former holder of such shares may be entitled pursuant to Section 3.1 hereof.

(c) Satisfaction of Rights of SuckerPunch Common Stock. The shares of Parent Common Stock issued upon the exchange of shares of SuckerPunch Common Stock in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of SuckerPunch Common Stock.

(d) Shareholders of Record. Schedule 3.4 sets forth (i) the name and address of the SuckerPunch Shareholder, (ii) the number of shares of SuckerPunch Common Stock beneficially owned or held of record by such shareholder (including any shares issuable upon exercise of any options, warrants or other rights held by such shareholder), and (iii) the percentage that such shares represent of the total number of shares of SuckerPunch Common Stock outstanding.

ARTICLE 4
ADJUSTMENTS TO MERGER CONSIDERATION

4.1 Adjustments to Merger Consideration.

(a) At Closing, the Parent shall issue a certificate for the number of shares of Parent Common Stock representing thirty percent (30%) of the aggregate dollar amount of the Merger Consideration (the "Escrowed Shares") in the name of the SuckerPunch Shareholder and shall place such certificate into escrow with the Escrow Agent to be held pursuant to the terms of the Escrow Agreement. In the event that Gross Profit attributable to the Business for the fiscal year 2017 ("2017 Gross Profit") is less than $265,000 (the "2017 Gross Profit Threshold"), the Escrowed Shares will be cancelled and any amounts held as dividend payments on such shares will be delivered to the SuckerPunch Shareholder within five (5) Business Days. In the event that 2017 Gross Profit is equal to or greater than the 2017 Gross Profit Threshold, the Escrowed Shares (and any amounts held as dividend payments on such shares) will be delivered to the SuckerPunch Shareholder within five (5) Business Days following the final determination of the 2017 Gross Profit. For purposes of determining the number of Escrowed Shares, each share of Parent Company Stock shall be valued at the Share Price. The parties shall promptly execute joint written instructions and deliver same to the Escrow Agent instructing it to deliver the Escrowed Shares in the manner described in this paragraph.

While the Escrowed Shares are held in escrow pursuant to the Escrow Agreement, (i) any dividends paid on the Parent Company Stock shall be paid *pro rata* on the Escrowed Shares and the amount of any such dividends shall be held by the Escrow Agent and disbursed in accordance with the Escrow Agreement, and (ii) the SuckerPunch Shareholder shall possess all voting rights with respect to the Escrowed Shares. The Escrowed Shares are intended to be afforded tax-deferred treatment under Section 368(a)(1)(A) of the Code in accordance with Rev. Proc 84-42 and, therefore, shall be administered consistent and in accordance therewith.

(b) "Gross Profit" shall be equal to the total revenue attributable to the Business minus the cost of revenue attributable to the Business (including allocations of overhead) as determined in accordance with U.S. GAAP, consistently applied, it being understood that all compensation paid to the SuckerPunch Shareholder and Hamper pursuant to the Executive Employment Agreements attached hereto as Exhibits E-1 and E-2, respectively, will be deemed an expense of the Business and shall be included in cost of revenue for purposes of making such determination. 2017 Gross Profit will be determined by Parent and confirmed by the Parent's independent auditors at least thirty (30) days prior to the date by which Parent's Annual Report on Form 10-K for the fiscal year ending December 31, 2017 must be filed with the Commission. Parent will deliver written notice of its determination of 2017 Gross Profit (which will describe the calculation thereof in reasonable detail) (the "Parent Gross Profit Notice") to the SuckerPunch Shareholder promptly after it is confirmed by its auditors. In the event that the SuckerPunch Shareholder wishes to object to the Parent Gross Profit Notice, he must submit written notice of his objections (describing such objections in reasonable detail) to Parent and Parent's independent auditors within thirty (30) days after the SuckerPunch Shareholder's receipt of the Parent Gross Profit Notice; in the event that the SuckerPunch Shareholder does not object to such determination within such thirty-day period, such determination shall be deemed final and conclusive. If the SuckerPunch Shareholder delivers a timely objection to the Parent Gross Profit Notice, and the parties fail to reach agreement on the amount of 2017 Gross Profit within five (5) Business Days thereafter, the parties shall jointly select an independent PCAOB accounting firm to make such determination within a period not exceeding thirty (30) days, and such determination shall be final and binding on the parties. In the event that the amount of 2017 Gross Profit as determined by the independent accounting firm exceeds the amount set forth in the Target Gross Profit Notice by more than 5%, the fees and expenses of the independent accounting firm will be borne by Parent; where the difference is equal to or less than 5%, the fees and expenses of the independent accounting firm will be borne by the SuckerPunch Shareholder.

(c) To the extent 2017 Gross Profit exceeds the 2017 Gross Profit Threshold, in addition to the delivery of the Escrowed Shares (and any dividends declared thereon) to the SuckerPunch Shareholder, the Merger Consideration will be adjusted upward proportionately such that each additional one dollar ($1) of Gross Profit in excess of the 2017 Gross Profit Threshold will increase the Merger Consideration by seven dollars ($7) (such increase, the "Earn Out"). The Earn Out will be paid to the SuckerPunch Shareholder in shares of Parent Common Stock valued at the trailing 20-day average closing price for the Parent Common Stock on the NASDAQ as of the date on which Parent files its annual report on Form 10-K for the fiscal year ended December 31, 2017 with the Commission.

(d) Within 15 calendar days following the last day of each of the first three calendar quarters occurring during fiscal year 2017, Parent will provide a calculation of Gross Profit for such quarter, and will provide supporting documentation as reasonably requested by the SuckerPunch Shareholder as promptly as reasonably practicable following any such request; provided, however, that the SuckerPunch Shareholder acknowledges and agrees that such quarterly calculations of Gross Profit are preliminary estimates only and are subject to certain year-end and other adjustments that will be made when 2017 Gross Profit is calculated. The SuckerPunch Shareholder and his accountants and other representatives shall be permitted access on reasonable notice during regular business hours (including for the purposes of copying) to review the books and records and work papers related to the determination of 2017 Gross Profit.

(e) Cancellation of any Parent Common Stock pursuant to Section 4.1(a) and any increases pursuant to Section 4.1(c) shall be deemed adjustments to the Merger Consideration.

(f) The Merger Consideration shall be increased by the Closing Cash Balance, if any. Any such increase shall be paid by Parent in immediately available funds by wire transfer to an account designated by the SuckerPunch Shareholder within thirty (30) days after the Closing Date.

(g) The Merger Consideration shall be increased by any accounts receivable of SuckerPunch existing as of the Closing Date that are collected by SuckerPunch, Acquisition Co. or Parent following the Closing. The foregoing accounts receivable shall include, but not be limited to, all amounts due from Alienware for services rendered or events held prior to the Closing. SuckerPunch shall remit, and Parent shall cause SuckerPunch to remit, to the SuckerPunch Shareholder all collected accounts receivable within five (5) Business Days after receipt of such funds.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SUCKERPUNCH AND THE SUCKERPUNCH SHAREHOLDER

Each of SuckerPunch and the SuckerPunch Shareholder represents and warrants to Parent, as of the date of this Agreement and as of the Closing Date, as follows:

5 . 1 Organization. SuckerPunch is a corporation duly organized and validly existing in good standing under the laws of the Commonwealth of Virginia, duly qualified to transact business as a foreign entity in such jurisdictions where the nature of the 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 SuckerPunch, and has all requisite corporate power and authority to own or lease the properties owned or leased by it and to operate the Business as now being conducted.

5.2 Due Authorization.

(a) SuckerPunch has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements to which it is a party, and the execution and delivery of this Agreement and such 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 SuckerPunch, including the unanimous approval of this Agreement and such Other Agreements by the Board of Directors of SuckerPunch.

(b) The execution, delivery and performance of this Agreement and the Other Agreements by SuckerPunch is not prohibited or limited by, and will not result in the breach of or a default under, or conflict with any obligation of SuckerPunch under (i) any provision of its certificate of incorporation, by-laws or other organizational documentation of SuckerPunch, (ii) any material agreement or instrument to which SuckerPunch or the SuckerPunch Shareholder 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, or (iv) any applicable Law, and will not result in the creation or imposition of any Encumbrance on any of SuckerPunch's assets. This Agreement has been, and on the Closing Date the Other Agreements to which SuckerPunch is a party will have been, duly executed and delivered by SuckerPunch and constitutes or, in the case of such Other Agreements, will constitute, the legal, valid and binding obligations of SuckerPunch, enforceable against SuckerPunch 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. Set forth on Schedule 5.3 are all facilities, machinery, equipment, fixtures and other properties owned, leased or used by SuckerPunch (the "Equipment"). Other than as set forth on Schedule 5.3, all Equipment is in good operating condition, subject to ordinary wear and tear, and are adequate and sufficient for SuckerPunch's existing Business.

5.4 Title to Property and Encumbrances. Except as set forth on Schedule 5.4, SuckerPunch has good and valid title to all properties and assets used in the conduct of the Business (except for property held under valid and subsisting leases which are in full force and effect and which are not in default) free of all Encumbrances other than Permitted Encumbrances.

5.5 Intellectual Property. Schedule 5.5 sets forth all of the material Intellectual Property Rights owned or used by SuckerPunch in connection with the Business. Except as set forth on Schedule 5.5, the Intellectual Property Rights are owned free and clear of all Encumbrances or have been duly licensed for use by SuckerPunch and all pertinent licenses and their respective material terms are set forth on Schedule 5.5. Except as set forth on Schedule 5.5, the Intellectual Property Rights are not the subject of any pending adverse claim or, to SuckerPunch's knowledge, the subject of any threatened litigation or claim of infringement or misappropriation. Except as set forth on Schedule 5.5, SuckerPunch has not violated the terms of any license pursuant to which any part of the Intellectual Property Rights have been licensed by SuckerPunch. To SuckerPunch's knowledge, except as set forth on Schedule 5.5, the Intellectual Property Rights do not infringe on any intellectual property rights of any third party. To SuckerPunch's knowledge, the Intellectual Property Rights licensed constitute all of the intellectual property rights necessary to conduct the Business as presently conducted. Except as set forth on Schedule 5.5, the Intellectual Property Rights will continue to be available for use by Parent from and after the Effective Time at no additional cost to Parent.

5.6 Litigation. Except as set forth on Schedule 5.6, there is no suit (at law or in equity), claim, action, judicial or administrative proceeding, arbitration or governmental investigation now pending or, to the best knowledge of SuckerPunch, threatened, (i) arising out of or relating to any aspect of the Business, (ii) concerning the transactions contemplated by this Agreement, or (iii) involving SuckerPunch, its shareholders, or the officers, directors or employees of SuckerPunch in reference to actions taken by them in the conduct of any aspect of the Business.

5.7 Consents. Except for the approval of the SuckerPunch Shareholder and the Board of Directors of SuckerPunch, which approvals will be obtained prior to the Closing, no notice to, filing with, authorization of, exemption by, or consent of any Person is required for SuckerPunch to consummate the transactions contemplated hereby.

5.8 Brokers, Etc. No broker or other Person acting on behalf of SuckerPunch or under the authority of SuckerPunch is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from SuckerPunch or Parent in connection with any of the transactions contemplated herein.

5.9 Absence of Undisclosed Liabilities. To SuckerPunch's knowledge, except as set forth on Schedule 5.9, SuckerPunch has not incurred any material liabilities or obligations with respect to the Business (whether accrued, absolute, contingent or otherwise), which continue to be outstanding, except as otherwise expressly disclosed in this Agreement or set forth on the Most Recent Financial Statements.

5.10 Contracts.

(a) Set forth on Schedule 5.10 are each material contract, agreement, note, bond, mortgage, indenture, deed of trust, license, franchise, permit, lease or other instrument to which it is a party or bound, including all Fighter Contracts (collectively, "Contracts"). SuckerPunch is not in violation or breach of any Contract, and there does not exist any event or condition that, after notice or lapse of time or both, would constitute an event of default or breach under any material Contract on the part of SuckerPunch or, to the knowledge of SuckerPunch, any other party thereto or would permit the modification, cancellation or termination of any material Contract or result in the creation of any lien upon, or any person acquiring any right to acquire, any assets of SuckerPunch. SuckerPunch has not received any claim or assertion that SuckerPunch has breached any of the terms and conditions of any material Contract.

(b) The consent of, or the delivery of notice to or filing with, any party to a Contract is not required for the execution and delivery by SuckerPunch of this Agreement or the consummation of the transactions contemplated under the Agreement. SuckerPunch has made available to Parent and Acquisition Corp. true and complete copies of all Contracts to which it is a party or by which it or its assets are bound.

5.11 Tax Returns and Audits. Except as set forth on Schedule 5.11, All required federal, state and local Tax Returns of SuckerPunch have been accurately prepared and duly and timely filed, and all federal, state and local Taxes required to be paid with respect to the periods covered by such returns have been paid. SuckerPunch is not and has not been delinquent in the payment of any Tax. SuckerPunch has not had a Tax deficiency proposed or assessed against it and has not executed a waiver of any statute of limitations on the assessment or collection of any Tax. None of SuckerPunch's federal income Tax Returns nor any state or local income or franchise Tax Returns has been audited by governmental authorities. The reserves for Taxes reflected on the balance sheets included in the Most Recent Financial Statements and will be sufficient for the payment of all unpaid Taxes payable by SuckerPunch as of the respective balance sheet dates. Since such balance sheet dates, SuckerPunch has made adequate provisions on its books of account for all Taxes with respect to its business, properties and operations for such period. SuckerPunch has withheld or collected from each payment made to each of its employees the amount of all Taxes (including, but not limited to, federal, state and local income taxes, Federal Insurance Contribution Act taxes and Federal Unemployment Tax Act taxes) required to be withheld or collected therefrom, and has paid the same to the proper Tax receiving officers or authorized depositaries. There are no federal, state, local or foreign audits, actions, suits, proceedings, investigations, claims or administrative proceedings relating to Taxes or any Tax Returns of SuckerPunch now pending, and SuckerPunch has not received any notice of any proposed audits, investigations, claims or administrative proceedings relating to Taxes or any Tax Returns. SuckerPunch is not obligated to make a payment, nor is it a party to any agreement that under certain circumstances could obligate it to make a payment, that would not be deductible under Section 280G of the Code. SuckerPunch has not agreed nor is required to make any adjustments under Section 481(a) of the Code (or any similar provision of state, local and foreign law) by reason of a change in accounting method or otherwise for any Tax period for which the applicable statute of limitations has not yet expired. SuckerPunch is not a party to, is not bound by and does not have any obligation under, any Tax sharing agreement, Tax indemnification agreement or similar contract or arrangement, whether written or unwritten (collectively, "Tax Sharing Agreements"), nor does it have any potential liability or obligation to any Person as a result of, or pursuant to, any Tax Sharing Agreement.

5.12 Capitalization. The authorized capital stock of SuckerPunch consists of one thousand (1,000) shares of SuckerPunch Common Stock, of which on the date hereof 100 shares are issued and outstanding. Other than as set forth on Schedule 5.12, no subscription, warrant, option, convertible security or other right (contingent or otherwise) to purchase, acquire (including rights of first refusal, anti-dilution or pre-emptive rights) or register under the Securities Act the SuckerPunch Common Stock or any other shares of capital stock of SuckerPunch is authorized or outstanding. SuckerPunch 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 SuckerPunch. SuckerPunch 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 SuckerPunch.

5.13 Compliance with Laws. SuckerPunch is in compliance in all material respects with all laws applicable to the Business. SuckerPunch 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 SuckerPunch, threatened actions or proceedings by any Governmental Authority.

5.14 Financial Statements. SuckerPunch has provided Parent with copies of the unaudited balance sheets of SuckerPunch at December 31, 2014 and December 31, 2015, respectively, and the related statements of income and cash flows for the years then ended (collectively, the "Unaudited Financial Statements"), together with the unaudited balance sheet of SuckerPunch 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"). The balance sheets included in the Unaudited Financial Statements and Most Recent Financial Statements fairly present, as of their respective dates, the financial condition and assets and liabilities of SuckerPunch and the statements of income and cash flows included in the Unaudited Financial Statements and Most Recent Financial Statements fairly present, for the respective periods then ended, its results of operations and operating profit or loss.

5.15 Absence of Certain Changes. Except as contemplated by this Agreement, specifically referenced 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 SuckerPunch nor the SuckerPunch Shareholder has taken any of the following actions:

(a) sold, assigned or transferred any material portion of assets of SuckerPunch related to the Business other than (i) in the ordinary course of business consistent with past practice or (ii) sales or other dispositions of obsolete or excess equipment or other assets not used in the Business;

(b) cancelled any indebtedness other than in the ordinary course of business, or waived or provided a release of any rights of material value to the Business;

(c) except as required by Law, granted any rights to severance benefits, "stay pay", termination pay or transaction bonus to any Business Employee or increased benefits payable or potentially payable to any such Business Employee under any previously existing severance benefits, "stay-pay", termination pay or transaction bonus arrangements (in each case, other than grants or increases for which the Surviving Corporation 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 $25,000 in the aggregate;

(e) acquired any entity or business (whether by the acquisition of stock, the acquisition of assets, merger or otherwise);

(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 Contract or Fighter Contract which amendment, cancellation or termination is not in the ordinary course of business;

(i) materially increased the salary or other compensation payable by SuckerPunch 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 the Surviving Corporation shall not be liable after Closing, (B) reasonable compensation increases consistent with past practice and (C) bonus awards or payments under existing bonus plans and arrangements awarded to Business Employees which have been awarded or paid in the ordinary course of business;

(j) failed to make any material payments under any Contracts or Permits as and when due (except where contested in good faith or cured by SuckerPunch) under the terms of such Contracts or Permits;

(k) suffered any material damage, destruction or loss relating to the Business not covered in full by insurance;

(l) incurred any material claims relating to the Business not covered in full by applicable policies of liability insurance within the maximum insurable limits of such policies;

(m) mortgaged, pledged or otherwise placed an Encumbrance on any of SuckerPunch's assets or properties;

(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; 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 as Schedule 5.16 is a list of all qualified and non-qualified pension and welfare benefit plans of SuckerPunch (each an "Employee Plan"). Each Employee Plan 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 SuckerPunch to or for its employees, be terminated by SuckerPunch immediately prior to Closing. All payments due from SuckerPunch pursuant thereto have been paid.

5.17 Business Employees. Attached as Schedule 5.17 is a list of all employees of SuckerPunch (collectively, the "Business Employees") and, for each Business Employee, his or her current salary or compensation, any commission arrangements, any planned or scheduled salary or compensation increases, and the most recent salary raise with date and amount. Schedule 5.17 lists all individuals with whom SuckerPunch has entered into an employment, consulting, representative, labor, non-compete or similar agreement. Except as set forth on Schedule 5.17, SuckerPunch has no severance or similar obligation with respect to any Business Employee (or any former employee or consultant).

5.18 Labor Relations. Except as set forth on Schedule 5.18, SuckerPunch has complied in all material respects with Laws relating to the employment of labor, including those related to wages, hours and the payment of withholding and unemployment Taxes.

5.19 Sponsors. Attached as Schedule 5.19 is a complete and accurate list of (i) the five (5) largest sponsors (by revenue) of SuckerPunch, or of any fighter operating under a Fighter Contract, during the period beginning on January 1, 2015 and ending on September 30, 2016, showing the approximate total amount of sponsorship revenue from each such sponsor during such period. Except as set forth on Schedule 5.19 and to SuckerPunch's knowledge, as of the date of this Agreement, SuckerPunch maintains a good business relationship with each sponsor named on Schedule 5.19.

5.20 Conflict of Interest. Except as set forth on Schedule 5.20, neither SuckerPunch nor the SuckerPunch Shareholder has any direct or indirect interest in (i) any entity which does business with SuckerPunch or is competitive with the Business, or (ii) any property, asset or right which is used by SuckerPunch in the conduct of its Business.

5.21 Fighters Under Contract. Schedule 5.21 sets forth each agreement to which SuckerPunch or the SuckerPunch Shareholder and any professional mixed martial arts fighter are parties, and the economic terms of each such agreement (each a "Fighter Contract"). Each Fighter Contract is in full force and effect and, to SuckerPunch's knowledge, there are no outstanding material defaults or violations under any Fighter Contract on the part of the SuckerPunch or, to the knowledge of the SuckerPunch, on the part of any other party to such Fighter Contract. 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.

5.22 Insurance. SuckerPunch maintains (i) adequate insurance on the Business covering property damage by fire or other casualty, (ii) adequate insurance protection against all liabilities, claims, and risks, and (iii) worker's compensation insurance as required by applicable Law. SuckerPunch is not in default under any of policies or binders evidencing such coverage. 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 Effective Time.

5.23 [Reserved].

5.24 Representations and Warranties of Parent. Neither SuckerPunch nor the SuckerPunch Shareholder is aware of, or has discovered through due diligence, any breach by Parent of its representations and warranties made in Article 6 of this Agreement, which has not been disclosed to Parent.

5.25 SuckerPunch Shareholder.

(a) The SuckerPunch Shareholder has never (i) made a general assignment for the benefit of creditors, (ii) filed, or had filed against such shareholder, any bankruptcy petition or similar filing, (iii) suffered the attachment or other judicial seizure of all or a substantial portion of such shareholder's assets, (iv) admitted in writing such shareholder's inability to pay his 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 this Agreement or any of the Other Agreements to which he is a party.

(b) The SuckerPunch Shareholder 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 covenants or obligations under this Agreement or any of the Other Agreements to which he is a party. There is no Proceeding pending, and no Person has threatened to commence any Proceeding, that may have an adverse effect on the ability of the SuckerPunch Shareholder to comply with or perform any of his covenants or obligations under any of the Other Agreements to which he is a party. No event has occurred, and no claim, dispute or other condition or circumstance exists, that might directly or indirectly give rise to or serve as a basis for the commencement of any such Proceeding.

5.26 Investment Purposes.

(a) The SuckerPunch Shareholder (i) understands that the shares of Parent Common Stock to be issued to such shareholder 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 such shareholder pursuant to an exemption from registration provided under Section 4(2) of the Securities Act, (ii) agrees that such shareholder is acquiring such shares for his own account for investment purposes only and without a view to any distribution thereof other than as permitted by the Securities Act, (iii) understands that such shareholder must bear the economic risk of the investment in such shares for an indefinite period of time and (iv) acknowledges that Parent is relying on the representations and warranties set forth in this Section 5.26 for purposes of claiming such exemption from registration.

(b) The SuckerPunch Shareholder agrees (i) that such shareholder will not sell or otherwise transfer the shares of Parent Common Stock to be issued to such shareholder pursuant to this Agreement 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 Parent an opinion of counsel satisfactory to Parent that such registration is not required, (ii) that Parent may instruct any transfer agent for the Parent Common Stock not to allow the transfer of any such shares by such shareholder 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 referring to the foregoing restrictions on transferability of such shares.

5.27 No Other Representations. Except for the representations and warranties contained in this Article 5 (including the related portions of the Schedules) and any of the Other Agreements, none of SuckerPunch, the SuckerPunch Shareholder nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of SuckerPunch or the SuckerPunch Shareholder, including any representation or warranty as to the accuracy or completeness of any information regarding SuckerPunch furnished or made available to Parent, Acquisition Co. and their respective representatives or as to the future revenue, profitability or success of SuckerPunch, or any representation or warranty arising from statute or otherwise in law.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF PARENT AND ACQUISITION CO.

Each of Parent and Acquisition Co. jointly and severally represents and warrants to SuckerPunch and to the SuckerPunch Shareholder, as of the date of this Agreement and as of the Closing Date, as follows:

6.1 Organization. Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own its property and to carry on its business as it is now being conducted. Acquisition Co. is a corporation duly organized, validly existing and in good standing under the laws of the State of Virginia and has all requisite corporate power and authority to own its property and to carry on its business as it is now being conducted.

6 . 2 Due Authorization. Parent and Acquisition Co. each has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Other Agreements. The execution and delivery of this Agreement and the Other Agreements to which Parent or Acquisition Co. is a party and the performance of all of its obligations hereunder and thereunder have been duly and validly authorized and approved by all necessary corporate action of the Parent and Acquisition Co., respectively. This Agreement has been, and on the Closing Date the Other Agreements to which Parent or Acquisition Co. will have been, duly executed and delivered by Parent or Acquisition Co., as the case may be, and constitutes, or, in the case of the Other Agreements will constitute, the legal, valid and binding obligations of Parent and Acquisition Co., respectively, enforceable against Parent and Acquisition Co. in accordance with their respective terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, moratorium, reorganization or other laws of general application relating to or affecting creditors' rights generally.

6.3 Consents. Except as set forth on Schedule 6.3, no notice to, filing with, authorization of, exemption by, or consent of, any Person is required for Parent or Acquisition Co. to consummate the transactions contemplated hereby.

6 . 4 No Conflict or Violation. Neither the execution and delivery of this Agreement and the Other Agreements to which Parent or Acquisition Co. is a party nor the consummation of the transactions contemplated hereby or thereby will result in (i) a violation of or a conflict with any provision of the certificate of incorporation, by-laws or other organizational document of Parent or Acquisition Co.; (ii) a breach of, or a default under, any term of provision of any contract, agreement, indebtedness, lease, commitment, license, franchise, permit, authorization or concession to which Parent or Acquisition Co. is a party which breach or default would have a material adverse effect on the business or financial condition of Parent or Acquisition Co. or its ability to consummate the transactions contemplated hereby or thereby; or (iii) a violation by Parent or Acquisition Co. of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, which violation would have a material adverse effect on the business or financial condition of Parent or Acquisition Co. or its ability to consummate the transactions contemplated hereby or thereby.

6 . 5 Brokers, Etc. No broker or other Person acting on behalf of Parent or Acquisition Co. or under the authority of Parent or Acquisition Co. is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from SuckerPunch or Parent in connection with any of the transactions contemplated herein, other than any fee that is the sole responsibility of Parent.

6 . 6 Accuracy of Statements. No representation or warranty by Parent or Acquisition Co. in this Agreement contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading. There is no fact known to Parent that materially adversely affects the business, financial condition or affairs of the Parent or Acquisition Co. and that has not been disclosed in the SEC Reports.

6 . 7 Representations and Warranties of SuckerPunch and the SuckerPunch Shareholders. Parent is not aware of, nor has discovered through due diligence, any breaches by SuckerPunch or any SuckerPunch Shareholder of their respective representations and warranties made in Article 5 of this Agreement, which it has not disclosed to SuckerPunch and the Principal Shareholder.

6.8 Capitalization. The authorized capital stock of Parent consists of (i) 45,000,000 shares of Common Stock, of which 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 no shares are issued and outstanding. Other than 222,230 shares of Common Stock underlying warrants issued to the Parent's underwriter in connection with its initial public offering and shares issuable under its 2016 Equity Incentive Plan, no subscription, warrant, option, convertible security or other right (contingent or otherwise) to purchase, acquire (including rights of first refusal, anti-dilution or pre-emptive rights) or register under the Securities Act any shares of capital stock of Parent is authorized or outstanding. Parent 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 Parent. Parent does not have any obligation to purchase, redeem or otherwise acquire any shares of its capital stock or any interest therein or to pay any dividend or make any other distribution in respect thereof. There are no outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights with respect to Parent. The shares of Parent Common Stock to be issued to the SuckerPunch Shareholder as Merger Consideration, including but not limited to the Escrowed Shares, will be duly authorized, validly issued, fully paid and non-assessable.

6.9 SEC Reports; Financial Statements. Parent has filed all reports, schedules, forms, statements and other documents required to be filed by Parent under the Exchange Act since September 30, 2016 (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Reports"). As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Exchange Act. The financial statements of Parent included in the SEC Reports comply with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with U.S. GAAP, except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by U.S. GAAP, and fairly present in all material respects the financial position of Parent as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

6.10 Independent Investigation; Non-Reliance. Each of Parent and Acquisition Co. has conducted its own independent investigation, review and analysis of the business, results of operations, prospects, condition (financial or otherwise) or assets of SuckerPunch, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of SuckerPunch for such purpose. Each of Parent and Acquisition Co. acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, each of Parent and Acquisition Co. has relied solely upon its own investigation and the express representations and warranties of SuckerPunch and the SuckerPunch Shareholder set forth in Article 5 of this Agreement (including the related portions of the Schedules), and neither Parent nor Acquisition Co. is relying (for purposes of entering into this Agreement or otherwise) upon the accuracy or completeness of any other information or any advice, counsel, documents, or representations, warranties or inducements (whether written or oral) of SuckerPunch or the SuckerPunch Shareholder, or any of their respective Affiliates, agents, advisors, or other representatives, other than the express representations and warranties of SuckerPunch and the SuckerPunch Shareholder set forth in Article 5 hereof; and (b) none of SuckerPunch, the SuckerPunch Shareholder or any other Person has made any representation or warranty as to SuckerPunch, the SuckerPunch Shareholder or this Agreement, except as expressly set forth in Article 5 of this Agreement (including the related portions of the Schedules).

ARTICLE 7
COVENANTS AND CONDUCT OF SUCKERPUNCH

7.1 Each of SuckerPunch and the SuckerPunch Shareholder agrees that, from the date of the execution of this Agreement through the Closing Date, SuckerPunch shall:

(a) Compensation. Except as set forth on Schedule 7.1, not increase or commit to increase, the amount of compensation payable, or to become payable by SuckerPunch, or make, any bonus, profit-sharing or incentive payment to any of its officers, directors or relatives of any of the foregoing;

(b) Encumbrance of Assets. Not cause any Encumbrance of any kind other than Permitted Encumbrances to be placed upon any of the assets of SuckerPunch;

(c) Incur Liabilities. Not take any action that would cause SuckerPunch to incur any obligation or liability (absolute or contingent) except liabilities and obligations incurred in the ordinary course of business, consistent with past practice, and which are not material to the Business taken as a whole;

(d) Disposition of Assets. Not sell or transfer any tangible or intangible assets of SuckerPunch or cancel any debts or claims;

(e) Agreement Modifications, Amendments. Not modify, amend, alter, or terminate (by written or oral agreement, or any manner of action or inaction), any of the agreements to which SuckerPunch is a party or by which it is bound including, without limitation, any Fighter Contract, agreements with customers, vendors, consultants or suppliers, or televisions or media partners, except as otherwise approved by Parent in writing;

(f) Material Transactions. Not enter into any transaction that is material to the Business taken as a whole without the prior written consent of Parent;

(g) Purchase or Sale Commitments. Not undertake any purchase or sale commitment that will result in purchases outside of customary requirements consistent with past practice;

(h) Preservation of Business. Use its best efforts to preserve the Business, keep in employed the present executive officers and key employees of SuckerPunch (other than increasing compensation to do so) and preserve the goodwill of its suppliers, customers and others having business relations with SuckerPunch;

(i) Investigation. Allow, during normal business hours, Parent's personnel, attorneys, accountants and other authorized representatives free and full access to the plans, properties, books, records, documents and correspondence, and all of the work papers and other documents relating to SuckerPunch in the possession of SuckerPunch, its officers, directors, employees, auditors or counsel, in order that Parent may have full opportunity to make such investigation as it may desire of the properties and Business of SuckerPunch;

(j) Compliance with Laws. Comply in all material respects with all Laws applicable to SuckerPunch or to the conduct of its Business;

(k) Notification of Material Changes. Provide Parent with prompt written notice of any material and adverse change in the condition (financial or other) of SuckerPunch's assets, liabilities, earnings, prospects or business which has not been specifically disclosed to Parent in this Agreement or in a schedule hereto;

(1) Closing Conditions; Cooperation. Use its best efforts to satisfy the conditions to Closing set forth in Section 8.2 hereof, and cooperate fully, completely and promptly with Parent in connection with securing any approval, consent, authorization or clearance required hereunder; and

7 . 2 Financial Statements. The SuckerPunch Shareholder agrees that, following the Closing Date, the SuckerPunch Shareholder shall cause to be prepared and shall provide to Parent, at the SuckerPunch Shareholder's expense, all audited and reviewed financial statements of SuckerPunch that are required by the Commission and Regulation S-X under the Securities Act for inclusion in Parent's Form 8-K relating to the Merger. The estimated cost of preparing such financial statements in the amount of $20,000 (the "Audit Expense Estimate") shall be deducted by Parent at the Closing from the cash portion of the Merger Consideration and shall be used for the sole purpose of paying the actual cost of such preparation. In the event that the actual cost of such preparation, based on a final invoice received from the auditing firm, is less than the Audit Expense Estimate, such difference shall be paid to the SuckerPunch Shareholder within five (5) Business Days of receipt of such invoice. In the event that the actual cost of such preparation exceeds the Audit Expense Estimate, Parent and Acquisition Co. shall bear the entire amount of such difference, it being understood that the Audit Expense Estimate is the maximum liability that the SuckerPunch Shareholder shall have for such audit.

7.3 Distributions Prior to Closing. Notwithstanding the foregoing or any other provision of this Agreement, nothing in this Agreement shall prohibit SuckerPunch from paying distributions to the SuckerPunch Shareholder at any time prior to the Closing as long as such distributions are paid from available cash, do not constitute borrowed or restricted funds, and are otherwise made in compliance with applicable Law.

ARTICLE 8
CONDITIONS TO CLOSING

8.1 Conditions to Obligations of SuckerPunch and the SuckerPunch Shareholder. The respective obligations of SuckerPunch and the SuckerPunch Shareholder 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 writing by SuckerPunch and the SuckerPunch Shareholder):

(a) Performance of Agreements and Conditions. All agreements and covenants to be performed and satisfied by Parent and Acquisition Co. hereunder on or prior to the Closing Date shall have been duly performed and satisfied by Parent and Acquisition Co. in all material respects.

(b) Representations and Warranties True. The representations and warranties of Parent and Acquisition Co. shall be true and correct in all material respects as of the Closing Date, and there shall be delivered to SuckerPunch on the Closing Date a certificate executed by the Chief Executive Officer of Parent to that effect.

(c) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the Merger 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. Parent and Acquisition Co. shall have executed and delivered each of the Other Agreements to which it is a party.

(e) Required Consents. Parent and Acquisition Co. shall have obtained all consents of or provided notification to any third parties required by applicable law or under any agreement to which Parent or Acquisition Co. is a party as a result of the Merger.

8.2 Conditions to Obligations of Parent. The respective obligations of Parent and Acquisition Co. to consummate the transactions contemplated by this Agreement shall be subject to fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in writing by Parent):

(a) Performance of Agreements and Covenants. All agreements and covenants to be performed and satisfied by SuckerPunch and the SuckerPunch Shareholder, respectively, hereunder on or prior to the Closing Date shall have been duly performed and satisfied by SuckerPunch and such shareholder in all material respects.

(b) Accuracy of Representations and Warranties. The respective representations and warranties of SuckerPunch and the Principal Shareholder contained in this Agreement shall be true and correct in all material respects, and there shall be delivered by SuckerPunch on the Closing Date a certificate executed by the Chief Executive Officer of SuckerPunch to that effect.

(c) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit the Merger or the other transactions contemplated hereby. No order, judgment or decree by any court or regulatory body shall have been entered in any action or proceeding instituted by any party that enjoins, restricts, or prohibits this Agreement or the complete consummation of the transactions as contemplated by this Agreement.

(d) Articles of Merger. The Articles of Merger shall have been filed with the SCC and the SCC shall have issued a Certificate of Merger.

(e) Other Agreements. Each of SuckerPunch, the SuckerPunch Shareholder and Hamper shall have duly executed and delivered to Parent a copy of each of the Other Agreements to which it is a party.

(f) SuckerPunch Common Stock. The SuckerPunch Shareholder shall have tendered to Parent all of the shares of SuckerPunch Common Stock owned beneficially or of record by such holder for exchange pursuant to the Merger in accordance with Section 3 hereof.

(g) Due Diligence. Parent shall have completed its due diligence inquiry of SuckerPunch and the Business and shall have been satisfied with the results of such inquiry in all material respects.

(h) Non-Competition and Non-Solicitation Agreements. The SuckerPunch Shareholder and Hamper shall have entered into a Non-Competition and Non-Solicitation Agreement with Parent in substantially the form attached hereto as Exhibit F.

(i) Board Approval; Required Consents. The Board of Directors of SuckerPunch shall have unanimously recommended approval of the Merger to the SuckerPunch Shareholder and shall have obtained such approval. SuckerPunch shall have obtained all consents of or provided notification to any third parties required by the terms of any Contract or applicable law for SuckerPunch to consummate the transactions contemplated by this Agreement.

ARTICLE 9
POST-CLOSING COVENANTS, OTHER AGREEMENTS

9 . 1 Availability of Records. Following the Closing Date, Parent shall make available to the SuckerPunch Shareholder as reasonably requested by SuckerPunch Shareholder, his agents and representatives, or as requested by any Governmental Authority, all information, records and documents relating to the Business for all periods prior to Closing.

9.2 Tax Matters.

(a) Pre-Closing Tax Returns. The SuckerPunch Shareholder shall prepare (or cause to be prepared) and file (or caused to be filed) on a timely basis all Tax returns of SuckerPunch that are due after the Closing Date for any period ending on or before the Closing Date, and shall pay all Taxes shown to be due thereon. Such Tax returns shall be correct and complete in all material respects, and shall be prepared on a basis consistent with the similar Tax returns for the preceding taxable periods. The SuckerPunch Shareholder shall give a copy of each such Tax return to Parent at least twenty (20) days (or with respect to such Tax returns other than income or franchise Tax returns, a reasonable period) prior to filing for its review and comment, and the SuckerPunch Shareholder shall consider revisions to such Tax returns as are reasonably requested by Parent. Parent shall reasonably cooperate (and cause SuckerPunch to reasonably cooperate) in connection with the preparation and filing of such Tax returns, to timely pay the Tax shown to be due thereon and to furnish the SuckerPunch Shareholder proof of such payment.

(b) Post-Closing Tax Returns. Parent shall prepare (or cause to be prepared) and file (or cause to be filed) on a timely basis (taking into account valid extensions of time to file) all Tax returns of SuckerPunch for taxable periods ending after the Closing Date. Any such Tax returns for a period that includes the Closing Date shall be true, correct and complete in all material respects, shall be prepared on a basis consistent with the similar Tax returns for the immediately preceding taxable periods, and, unless otherwise required by applicable Laws, shall not make, amend, revoke or terminate any Tax election or change any accounting practice or procedure without the prior consent of the SuckerPunch Shareholder, which consent shall not unreasonably be withheld, delayed or conditioned. Parent shall give to the SuckerPunch Shareholder a copy of each such Tax return that relates to a period that includes the Closing Date at least twenty (20) days (or with respect to such Tax returns other than income or franchise Tax returns, a reasonable period) prior to filing for review and comment by the SuckerPunch Shareholder, and Parent shall consider such revisions to such Tax returns as are reasonably requested by the SuckerPunch Shareholder.

(c) Transfer Taxes. All liability for and payment of all sales, use, transfer, real property transfer, documentary, recording, gains, stock transfer, and similar Taxes and fees, and any deficiency, interest, or penalty asserted with respect thereto, arising out of or in connection with the transactions effected pursuant to this Agreement, shall be shared 50% by Parent and 50% by the SuckerPunch Shareholder. Parent shall timely file or cause to be filed all necessary documentation and Tax returns with respect to such transfer Taxes and shall promptly after filing furnish a copy thereof to the SuckerPunch Shareholder.

(d) Tax Refunds. Except with respect to transfer Taxes, the SuckerPunch Shareholder will be entitled to any Tax refunds (whether in the form of cash received or a credit or offset against Taxes otherwise payable), that are received by Parent or SuckerPunch for any tax period ending after the Closing Date that relate to any Pre-Closing Period or the portion of any period through the Closing Date.

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification by SuckerPunch Shareholder. The SuckerPunch Shareholder hereby agrees to indemnify, defend and hold Parent, Acquisition Co. and each of their officers, directors employees and agents harmless from and against any Losses (defined below) resulting from the breach of any representations, warranties, covenants or agreements made by SuckerPunch or the SuckerPunch Shareholder in this Agreement or in any of the Other Agreements.

10.2 Indemnification by Parent. Parent hereby agrees to indemnify, defend and hold the SuckerPunch Shareholder harmless from and against any Losses resulting from any breach of any representations, warranties, covenants or agreements made by Parent or Acquisition Co. in this Agreement or in any of the Other Agreements.

10.3 Indemnification Procedure for Third-Party Claims.

(a) In the event that any party (the "Indemnified Person") desires to make a claim against any other party (the "Indemnifying Person") in connection with any Losses for which the Indemnified Person may seek indemnification hereunder in respect of a claim or demand made by any Person not a party to this Agreement against the Indemnified Person (a "Third-Party Claim"), such Indemnified Person must notify the Indemnifying Person in writing, of the Third-Party Claim (a "Third-Party Claim Notice") as promptly as reasonably possible after receipt, but in no event later than fifteen (15) calendar days after receipt, by such Indemnified Person of notice of the Third-Party Claim; provided, that failure to give a Third-Party Claim Notice on a timely basis shall not affect the indemnification provided hereunder except to the extent the Indemnifying Person shall have been actually prejudiced as a result of such failure. Upon receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall be entitled, at the Indemnifying Person's election, to assume or participate in the defense of any Third-Party Claim at the cost of Indemnifying Person. In any case in which the Indemnifying Person assumes the defense of the Third-Party Claim, the Indemnifying Person shall give the Indemnified Person ten (10) calendar days' notice prior to executing any settlement agreement and the Indemnified Person shall have the right to approve or reject the settlement and related expenses; provided, however, that upon rejection of any settlement and related expenses, the Indemnified Person shall assume control of the defense of such Third-Party Claim and the liability of the Indemnifying Person with respect to such Third-Party Claim shall be limited to the amount or the monetary equivalent of the rejected settlement and related expenses.

(b) The Indemnified Person shall retain the right to employ its own counsel and to discuss matters with the Indemnifying Person related to the defense of any Third-Party Claim, the defense of which has been assumed by the Indemnifying Person pursuant to Section 10.3(a) of this Agreement, but the Indemnified Person shall bear and shall be solely responsible for its own costs and expenses in connection with such participation; provided, however, that, subject to Section 10.3(a) above, all decisions of the Indemnifying Person shall be final and the Indemnified Person shall cooperate with the Indemnifying Person in all respects in the defense of the Third-Party Claim, including refraining from taking any position adverse to the Indemnifying Person.

(c) If the Indemnifying Person fails to give notice of the assumption of the defense of any Third-Party Claim within a reasonable time period not to exceed forty-five (45) days after receipt of the Third-Party Claim Notice from the Indemnified Person, the Indemnifying Person shall no longer be entitled to assume (but shall continue to be entitled to participate in) such defense. The Indemnified Person may, at its option, continue to defend such Third-Party Claim and, in such event, the Indemnifying Person shall indemnify the Indemnified Person for all reasonable fees and expenses in connection therewith (provided it is a Third-Party Claim for which the Indemnifying Person is otherwise obligated to provide indemnification hereunder). The Indemnifying Person shall be entitled to participate at its own expense and with its own counsel in the defense of any Third-Party Claim the defense of which it does not assume. Prior to effectuating any settlement of such Third-Party Claim, the Indemnified Person shall furnish the Indemnifying Person with written notice of any proposed settlement in sufficient time to allow the Indemnifying Person to act thereon. Within fifteen (15) days after the giving of such notice, the Indemnified Person shall be permitted to effect such settlement unless the Indemnifying Person (a) reimburses the Indemnified Person in accordance with the terms of this Article 10 for all reasonable fees and expenses incurred by the Indemnified Person in connection with such Claim; (b) assumes the defense of such Third-Party Claim; and (c) takes such other actions as the Indemnified Person may reasonably request as assurance of the Indemnifying Person's ability to fulfill its obligations under this Article 10 in connection with such Third-Party Claim.

10.4 Indemnification Procedure for Other Claims. An Indemnified Party wishing to assert a claim for indemnification which is not a Third-Party Claim subject to Section 10.3 (a "Claim") shall deliver to the Indemnifying Party a written notice (a "Claim Notice") which contains (i) a description and, if then known, the amount (the "Claimed Amount") of any Losses incurred by the Indemnified Party or the method of computation of the amount of such claim of any Losses, (ii) a statement that the Indemnified Party is entitled to indemnification under this Article 10 and a reasonable explanation of the basis therefor, and (iii) a demand for payment in the amount of such Losses. Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party shall deliver to the Indemnified Party a written response in which the Indemnifying Party shall: (A) agree that the Indemnified Party is entitled to receive all of the Claimed Amount, (B) agree in a "Counter Notice" that the Indemnified Party is entitled to receive part, but not all, of the Claimed Amount, 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; provided, however, that Losses shall include punitive, indirect, consequential or similar damages only for claims brought, and damages recovered, 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: (a) neither the SuckerPunch Shareholder nor Parent shall be required to indemnify any party hereunder for their breach of any representation or warranty unless and until the aggregate amount of Losses arising from such types of breach shall exceed $50,000.00; and (b) the SuckerPunch Shareholder shall not be liable to provide indemnification hereunder in an aggregate amount in excess of twenty percent (20%) of the value of the Merger Consideration received by the SuckerPunch Shareholder.

10.7 Survival of Representations and Warranties . Except with respect to (a) the covenants of the parties hereto which are intended to survive the Closing, (b) SuckerPunch's and the SuckerPunch Shareholder's representations provided for in Sections 5.1, 5.2, 5.7, 5.8, 5.11, 5.12, 5.14, 5.25 and 5.26,, which survive indefinitely, and (c) Parent and Acquisition Co.'s representations provided for in Section 6.2, 6.5, 6.8 and 6.9 which survive indefinitely, the representations and warranties of each of the parties hereto shall survive the Closing for a period of eighteen (18) months.

10.8 Exclusive Remedies. Each of Parent, SuckerPunch and the SuckerPunch Shareholder acknowledges and agrees that, from and after the Closing, its sole and exclusive remedy with respect to any and all Losses based upon, arising out of or otherwise in respect of the matters set forth in this Agreement shall be pursuant to the indemnification set forth in this Article 10, and such party shall have no other remedy or recourse with respect to any of the foregoing other than pursuant to, and subject to the terms and conditions of, this Article 10; provided, that the foregoing limitation shall not apply to claims seeking specific performance or other available equitable relief.

ARTICLE 11
TERMINATION AND SURVIVAL

11.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing as follows:

(a) upon the mutual written consent of Parent and SuckerPunch;

(b) by SuckerPunch, if all of the conditions to Closing in Section 8.1 have not been satisfied (or waived in the sole discretion of SuckerPunch) on or before January 31, 2017, upon written notice to Parent; or

(c) by Parent, if all of the conditions to Closing in Section 8.2 have not been satisfied (or waived in the sole discretion of Parent) on or before January 31, 2017, upon written notice to SuckerPunch.

11.2 Effect of Termination.

(a) In the event that this Agreement is validly terminated prior to the Closing as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Parent or SuckerPunch; provided, however, that the obligations of the parties set forth in Articles 10, 11 and 12 hereof shall survive any such termination and shall be enforceable hereunder.

(b) Nothing in this Section 11.2 shall relieve Parent, SuckerPunch or the SuckerPunch Shareholder of any liability for a material breach of this Agreement prior to the effective date of termination hereunder, and the damages recoverable by the non-breaching party shall include all attorneys' fees reasonably incurred by such party in connection with the transactions contemplated hereby.

ARTICLE 12
MISCELLANEOUS

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment shall be made by either party without the prior express written consent of the other party.

12.2 Confidentiality. All information gained by any party concerning the other as a result of the transactions contemplated hereby ("Confidential Information"), including the execution and consummation of the transactions contemplated hereby and the terms thereof and information obtained by Parent and its representatives in conducting due diligence respecting SuckerPunch and the Business, will be kept in strict confidence. All Confidential Information will be used only for the purpose of consummating the transactions contemplated hereby. Following the Closing, all Confidential Information relating to the Business disclosed by SuckerPunch to Parent shall become the Confidential Information of Parent. No party hereto shall, without having previously informed the other parties hereto 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; or

(b) As may be otherwise required by applicable Law provided that, in any such event, the party required to make the disclosure will (I) provide the other party with prompt written notice of any such requirement so that such other party may seek a protective order or other appropriate remedy, (II) consult with and exercise in good faith all reasonable efforts to mutually agree with the other party regarding the nature, extent and form of such disclosure, (III) limit disclosure of Confidential Information to what is legally required to be disclosed, and (IV) exercise its best efforts to preserve the confidentiality of any such Confidential Information; or

(c) Parent may disclose the terms of this Agreement and the transactions contemplated hereby to an actual or prospective underwriter, lender, investor, partner or agent, subject to a non-disclosure agreement pursuant to which such lender, investor, partner or agent agrees to be bound by the terms of this Section 12.2; or

(d) Disclosure to a party's representatives and advisors in connection with advising such party and preparing its Tax Returns.

12.3 Expenses. Except as otherwise specifically stated herein, each party shall bear its own expenses with respect to the transactions contemplated by this Agreement.

12.4 Severability. Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

12.5 Amendment; 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. Neither party is relying on any statements of the other party not expressed herein.

12.6 No Third Party Beneficiaries. Except as required by Section 10 hereof, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

12.7 Waiver. The failure of any party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any waiver hereunder shall be effective only if delivered to the other parties hereto in writing by the party making such waiver.

12.8 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

12.9 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

12.10 Counterparts. The parties may execute this Agreement in one or more counterparts, and each fully executed counterpart shall be deemed an original.

12.11 Further Documents. Each of Parent, SuckerPunch and the SuckerPunch Shareholder shall, and shall cause their respective Affiliates to, at the request of another party, execute and deliver to such other party all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

12.12 Notices. All communications, notices and consents provided for herein shall be in writing and be given in person or by means of facsimile (with request for assurance of receipt in a manner typical with respect to communications of that type and confirmation by mail), by overnight courier or by registered or certified mail, and shall be deemed delivered (a) upon receipt by the intended recipient if given in person; (b) on the date of transmission if sent by facsimile; (c) one (1) Business Day after timely delivery to an overnight courier; or (d) upon receipt if mailed by prepaid first-class registered or certified mail; provided, however, that any such communication, notice or consent that is delivered on a day that is not a Business Day shall be deemed delivered on the immediately succeeding Business Day.

Notices shall be addressed as follows:

If to Parent or Acquisition Co., 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
Phone: (212) 521-4268
Fax: (212) 521-4099
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 SuckerPunch or the SuckerPunch Shareholder, to:

Roundtable Creative Inc.
3801 Barrington Branch Court
Richmond, Virginia 23233
Attention: Brian Butler-Au
Phone: (804) 833-6560
Email: bbutler@suckerpunchent.com

with copies to:

Hirschler Fleischer
2100 East Cary Street | Richmond, VA 23223-7078
P.O. Box 500 | Richmond, VA 23218-0500
Attention: Andrew M. Lohmann, Esq.
Phone: (804) 771-9572
Fax: (804) 644-0957
Email: alohmann@hf-law.com

12.13 Schedules. Parent, SuckerPunch and the SuckerPunch Shareholder 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.

12.14 Construction. 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, it being understood that each of Parent, SuckerPunch and the SuckerPunch Shareholder actively participated in the drafting hereof. Words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other gender as the context requires.

12.15 Submission to Jurisdiction. Each of Parent, SuckerPunch and the SuckerPunch Shareholder (a) submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or any other federal or state court in the State of Delaware if it is determined that the Court of Chancery does not have jurisdiction over such action) in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined only in any such court, and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto. Either party may make service on the other party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 12.12. Nothing in this Section 12.15, however, shall affect the right of any party to serve legal process in any other manner permitted by law.

12.16 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY MATTER WHICH IS THE SUBJECT OF THIS AGREEMENT, THE OTHER AGREEMENTS OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

12.17 Conflicts and Privilege. The Parties acknowledge that SuckerPunch has retained Hirschler Fleischer ("Hirschler Fleischer") to act as counsel for SuckerPunch in connection with the transactions contemplated hereby. Parent and Acquisition Co. each hereby agree that, in the event that a dispute arises after the Closing between Parent (or SuckerPunch) and the SuckerPunch Shareholder, Hirschler Fleischer may represent the SuckerPunch Shareholder in such dispute even though the interests of the SuckerPunch Shareholder may be directly adverse to Parent or SuckerPunch, and even though Hirschler Fleischer may have represented SuckerPunch in a matter substantially related to such dispute or may be handling ongoing matters for Parent or SuckerPunch. Parent and Acquisition Co. each further agrees that, as to all communications among Hirschler Fleischer and (prior to the Closing) SuckerPunch or (at any time before or after the Closing) the SuckerPunch Shareholder that relate in any way to the transactions contemplated by this Agreement, the attorney-client privilege and the exception of client confidence belongs solely to the SuckerPunch Shareholder and may be controlled only by the SuckerPunch Shareholder and shall not pass to or be claimed by Parent or SuckerPunch, because the interests of Parent and its Affiliates were directly adverse to SuckerPunch or the SuckerPunch Shareholder at the time such communications were made. This right to the attorney-client privilege shall exist even if such communications may exist on SuckerPunch's computer system or in documents in SuckerPunch's possession. Notwithstanding the foregoing, in the event that a dispute arises between Parent, SuckerPunch, and a Person other than a Party to this Agreement after the Closing, Parent and SuckerPunch may assert the attorney-client privilege to prevent disclosure to such third-party of confidential communications made prior to the Closing by Hirschler Fleischer to SuckerPunch; provided, however, that SuckerPunch may not waive such privilege without the prior written consent of the SuckerPunch Shareholder.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have signed this this Merger Agreement or caused it to be executed by their respective duly authorized officers as of the date first above written.

ROUNDTABLE CREATIVE INC.
d/b/a SUCKERPUNCH ENTERTAINMENT

By: /s/ Brian Butler-Au
Brian Butler-Au
President

SUCKERPUNCH SHAREHOLDER:

/s/ Brian Butler-Au
Brian Butler-Au

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner, III
Paul K. Danner, III
Chairman and CEO

SUCKERPUNCH HOLDINGS, INC.

By: /s/ Paul K. Danner, III
Paul K. Danner, III
Chairman and CEO

EXHIBIT A
DEFINITIONS

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation that is pending by or before any Governmental Authority.

"Acquisition Co." means SuckerPunch Holdings, Inc., a Virginia corporation.

"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, whether by contract or, in the case of an entity, the ownership, direct or indirect, of at least a majority of the voting equity securities or interests of such entity.

"Agreement" means this Merger Agreement, including all schedules hereto, as it may be amended from time to time in accordance with its terms.

"Bankruptcy Event" means an occurrence upon which a party becomes insolvent; seeks relief as a debtor under any applicable bankruptcy law or other law relating to the liquidation or reorganization of debtors or to the modification or alteration of the rights of creditors or consents to or acquiesces in such relief; makes an assignment for the benefit of, or enters into a composition with, its creditors; appoints or consents to the appointment or receiver or other custodian for all or a substantial part of its assets or property; fails to dismiss a petition seeking to have it declared or adjudicated bankrupt or insolvent under any applicable bankruptcy or similar law within sixty (60) days after filing; has an order or judgment entered against it by a court of competent jurisdiction for relief against it in any case commenced under any bankruptcy or similar law or finding it to be bankrupt or insolvent or ordering or approving its liquidation, reorganization or any modification of the rights of its creditors or appointing a receiver, guardian or other custodian for all or a substantial part of its assets or property; or admits its inability to pay its debts when due.

"Business" has the meaning set forth in the Recitals.

"Business Day" means any day of the year other than a Saturday, Sunday or other day on which commercial banks in the City of New York are required or authorized to close.

"Business Employees" has the meaning set forth in Section 5.17.

"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" has the meaning set forth in Section 2.2.

"Closing Date" means the date set forth in Section 2.2.

"Closing Cash Balance" means (A) the amount of cash and bank deposits held in bank accounts in SuckerPunch's name as reflected in SuckerPunch's bank statements and certificates of deposit and other cash equivalents of SuckerPunch, calculated net of issued but uncleared checks and drafts of SuckerPunch, in each case immediately prior to the Closing minus (B) any amounts paid or withdrawn from or out of such accounts or cash equivalents at or following the Closing without either the prior written approval of Parent or the written endorsement, countersignature or order of an individual authorized by Parent in writing to do so.

"Code" has the meaning set forth in the Recitals.

"Collateral Sources" has the meaning set forth in Section 10.5(c).

"Commission" means the U.S. Securities and Exchange Commission.

"Confidential Information" has the meaning set forth in Section 12.2.

"Contracts" has the meaning set forth in Section 5.10.

"Effective Time" has the meaning set forth in Section 2.1.

"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 5.3.

"Escrow Agent" means Mazzeo Song, P.C.

"Escrow Agreement" means the Escrow Agreement in substantially the form attached hereto as Exhibit G.

"Escrowed Shares" has the meaning set forth in Section 4.1(a).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Executive Employment Agreement" means each of the Executive Employment Agreements entered into by and between Parent and each of the SuckerPunch Shareholder and Hamper in substantially the form attached hereto as Exhibits E-1 and E-2, respectively.

"Fighter Contract" has the meaning set forth in Section 5.21.

"Governmental Authority" means any government or governmental or regulatory, judicial or administrative, body thereof, or political subdivision thereof, whether foreign, federal, state, national, supranational or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Gross Profit" has the meaning set forth in Section 4.1(b).

"Hamper" means Mr. Bryan Hamper, an individual and resident of the State of Maryland.

"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, used by SuckerPunch in the Business including, without limitation, (i) trademarks, service marks, trade names, trade dress, logos, brand names and other identifiers together with all goodwill associated therewith; (ii) copyrights (including but not limited to all copyrights in SuckerPunch's MMA event video library and fighter photographs and other copyrighted works); (iii) all computer software, trade secrets and market and other data, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other proprietary information, whether or not reduced to practice, and rights to limit the use or disclosure of any of the foregoing by any Person; (iv) all domestic and foreign patents and the registrations, applications, renewals, extensions, divisional applications and continuations (in whole or in part) thereof; and (v) and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (i) through (iv) above.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation (including rules of any self-regulatory organization).

"Losses" has the meaning set forth in Section 10.5(a).

"Material Adverse Effect" means any change, effect or circumstance that is materially adverse or is reasonably likely to be materially adverse to the assets, liabilities, condition (financial or otherwise) or operations of SuckerPunch or the Business.

"Merger" has the meaning set forth in the Recitals.

"Merger Consideration" has the meaning set forth in in Section 3.1.

"Most Recent Financial Statements" has the meaning set forth in Section 5.14.

"Non-Competition and Non-Solicitation Agreement" means each of the Non-Competition and Non-Solicitation Agreements entered into by and between Parent and each of the SuckerPunch Shareholder and Hamper 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 Escrow Agreement, the Non-Competition and Non-Solicitation Agreements and the Executive Employment Agreements.

"Principal Market" means the Nasdaq Capital Market or such other exchange or market on which the Parent Common Stock then principally trades.

"Parent" means Alliance MMA, Inc., a Delaware corporation.

"Parent Common Stock" means the common stock of Parent, $0.001 par value per share.

"Parent Stockholder" means, at any time, each holder of Parent Common Stock issued and outstanding at such time.

"Permits" means all material permits, licenses, franchises and other authorizations of any Governmental Authority possessed by or granted to SuckerPunch in connection with the Business.

"Permitted Encumbrances" shall mean (a) Encumbrances for taxes and assessments or governmental charges or levies not at the time due or in respect of which the validity thereof shall currently be contested in good faith by appropriate proceedings; and (b) Encumbrances in respect of pledges or deposits under workmen's compensation laws or similar legislation, carriers', warehousemen's, mechanics', laborers' and materialmens' and similar liens, if the obligations secured by such liens are not then delinquent or are being contested in good faith by appropriate proceedings.

"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.

"SCC" means the Virginia State Corporation Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Share Price" means the trailing 20-day average closing price for the Parent Common Stock on the Principal Market as of the day prior to the Closing Date.

"SuckerPunch" means Roundtable Creative Inc., a Virginia corporation d/b/a SuckerPunch Entertainment.

"SuckerPunch Shareholder" has the meaning set forth in the preamble of this Agreement.

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"SuckerPunch Common Stock" means the common stock of SuckerPunch, no par value per share.

"Surviving Corporation" has the meaning set forth in Section 2.1

"Taxes" shall mean all taxes, charges, fees, duties, levies or other assessments, including, without limitation, income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, goods and services, license, payroll, unemployment, environmental, customs duties, capital stock, disability, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational and interest equalization, windfall profits, severance and employees' income withholding, social security and similar employment taxes or any other taxes imposed by the United States or any other foreign country or by any state, municipality, subdivision or instrumentality of the Unites States or of any other foreign country or by any other tax authority, including all applicable penalties and interest, and such term shall include any interest, penalties or additions to tax attributable to such taxes.

"Tax Return" shall include all returns and reports (including elections, declarations, disclosures, schedules, estimates and information returns (including Form 1099 and corporation returns filed on Form 1120S)) required to be supplied to a Tax authority relating to Taxes.

"Third-Party Claim" has the meaning set forth in Section 10.3(a).

"Third-Party Claim Notice" has the meaning set forth in Section 10.3(a).

"Unaudited Financial Statements" has the meaning set forth in Section 5.14.

"U.S. GAAP" means U.S. generally accepted accounting principles.

"VSCA" has the meaning set forth in Section 2.1.

Exhibit 10.2

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (this "Agreement"), is entered into and effective January 4, 2017, by and between ALLIANCE MMA, INC., a Delaware corporation ("Alliance"), and Brian Butler-Au, an individual and resident of the Commonwealth of Virginia ("Executive").

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1 . Employment. Upon the terms and subject to the conditions set forth in this Agreement, Alliance agrees to employ Executive as Managing Director, Fighter Management of SuckerPunch, reporting to the Chief Executive Officer of Alliance, and Executive accepts such employment.

2 . Duties. Executive agrees to perform such duties as are commensurate with his position, including the oversight and management of the day-to-day operations of SuckerPunch (the "Business"). Executive will devote such time and efforts to the Business as are sufficient to conduct the Business as conducted immediately prior to the date of this Agreement, and will not engage in other business activities without Alliance's prior written consent. Nothing herein will prevent Executive from engaging in investment activities unrelated to the Business for his own account. In performing his duties hereunder, Executive shall report to Alliance's Chief Executive Officer.

3 . Term. The term of this Agreement (the "Term") will begin on the date hereof and will expire on the two-year anniversary of such date (the "Initial Term"). After the Initial Term, the Term will renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least sixty (60) days prior to the last day of the existing term. The parties hereto agree that, upon the expiration of the Term, Executive's employment with Alliance will terminate and Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. Alliance will be under no obligation whatsoever to renew or continue the employment of Executive beyond the Term.

4. Salary; Bonus.

(a) Executive will receive a salary during the Term of one hundred twenty thousand dollars ($120,000) per year ("Base Compensation"), prorated for partial years, payable at regular intervals in accordance with Alliance's normal payroll practices in effect from time to time. Alliance's Board of Directors will review Base Compensation annually and will consider merit-based increases to Base Compensation in its sole discretion.

(b) In addition to the compensation provided in Section 4(a) above, Executive will be entitled to receive a bonus equal to two percent (2%) of the gross revenues received by Alliance and/or SuckerPunch during the Term from SuckerPunch sponsorship arrangements and fighter contracts, whether presently existing or entered into after the date hereof. Such bonus shall be paid within sixty (60) days of the end of the year in which such revenue is received. For purposes hereof, "gross revenues received" shall mean, (A) with respect to a sponsorship arrangement, the aggregate amount of expenditures made by a sponsor under such arrangement, and from which the fees of Alliance/SuckerPunch are calculated and deducted or paid and (B) with respect to a fighter contract, the aggregate amount earned by a fighter before deduction for the fees of Alliance/SuckerPunch under the terms of that contract.

5. Benefit Programs.

(a) During the Term, Executive will be entitled to participate in the following benefit programs (the "Benefit Programs") on the terms set forth below:

(i) health and dental insurance pursuant to Alliance's current or future plans and policies (premiums for single coverage to be paid by Alliance – additional coverage to be paid by Executive);

(ii) participation in the Alliance 401(k) plan with an Alliance match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other benefit plan provided to all employees of Alliance in accordance with the terms of such plans.

Executive acknowledges that the terms of the Benefit Programs are subject to change.

(b) During the Term, Alliance will provide Executive with an Alliance-owned or leased computer, and printer and supplies, for Executive's use on behalf of Alliance.

(c) During the Term, Alliance will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of Alliance.

(d) The items provided to Executive pursuant paragraphs (b) and (c) will be returned by Executive to Alliance immediately upon the effective date of the expiration or termination of this Agreement.

(e) During the Term, Alliance will or will cause SuckerPunch (i) to maintain the registration of the automobile owned by SuckerPunch and driven by Executive immediately prior to the acquisition of SuckerPunch by Alliance (the "Automobile"), (ii) to provide the Automobile to Executive for his exclusive use and (iii) to continuing paying (a) the regularly scheduled payments that become due during the Term on the loan for the Automobile (the "Loan"), and (b) all insurance premiums with respect to the Automobile that become due during the Term. All loan payments, insurance premiums, registration and other costs incurred by Alliance/SuckerPunch with respect to the Automobile ("Automobile Expenses") shall be set off and netted against the compensation earned by Executive pursuant to the salary and bonus, if any, described in Section 4 above. Promptly following the expiration or termination of this Agreement, Executive shall return the Automobile to Alliance/SuckerPunch or shall purchase the Automobile for a purchase price equal to the payoff amount of the Loan plus all Automobile Expenses incurred by Alliance/SuckerPunch and not set off and netted against Executive's compensation (the " Purchase Price"). Executive will have at all times during the Term the right to purchase the Automobile for the Purchase Price in effect at the time of such purchase. Upon payment of the Purchase Price in full, Alliance/SuckerPunch shall transfer title of the Automobile to Executive.

6. General Policies.

(a) During the Term, Alliance will reimburse Executive for all reasonable business expenses incurred by Executive in performing his duties under this Agreement in accordance with Alliance expense-reimbursement policies, including the submission to Alliance of written vouchers and statements for reimbursement.

(b) During the Term, Executive will be entitled to three weeks of paid vacation each year, which he will utilize at such times when his absence will not materially impair Alliance's normal business functions. Unused vacation time will not be carried forward to future years or paid as cash compensation.

(c) All other matters relating to the employment of Executive by Alliance not specifically addressed in this Agreement will be subject to the policies applicable generally to employees of Alliance and in effect from time to time.

7. Termination of Employment.

(a) Subject to the respective continuing obligations of the parties, including but not limited to those set forth in this Section 7 and Section 8 hereof, either Executive or Alliance may terminate this Agreement and Executive's employment hereunder prior to the expiration of the Term by delivering to the other party written notice of termination specifying the effective date of such termination (the "Date of Termination").

(b) In the event of termination of Executive's employment pursuant to (i) the expiration of the Term, (ii) the death or Disability (as defined below) of Executive, (iii) termination by Executive without Good Reason, or (iv) termination by Alliance with Cause (as defined below), all compensation (including Base Compensation) will cease, and Executive will no longer be eligible to participate in the Benefit Programs (subject to the plan documents governing the Benefit Plans and applicable law), in each case as of the Date of Termination.

(c) In the event of termination of Executive's employment by Alliance without Cause or by Executive for Good Reason, Base Compensation will continue to be paid to Executive and Executive will continue to be eligible to participate in the Benefit Programs (subject to the plan documents governing the Benefit Plans and applicable law), in each case through the last day of the then-existing Term.

(d) The following terms will have the meanings indicated for purposes of this Agreement:

(i) "Cause" means:

(A) conviction of, or plea of nolo contendere to, a felony or crime involving moral turpitude;

(B) the commission of an act involving dishonesty or fraud with respect to Alliance or the Business;

(C) conduct which materially damages the reputation or standing of Alliance;

(D) gross negligence or willful misconduct with respect to the operation of the Business, including the failure to comply with any reasonable requests made by Alliance's Chief Executive Officer or Board of Directors;

(E) a breach of Section 8 of this Agreement; or

(F) Executive's failure to cure a breach of any term of this Agreement (other than Section 8) within thirty (30) days after receipt of written notice from Alliance specifying the act or omission that constitutes such breach;

provided, however, that with respect to events set forth in clause (D), Executive shall have been given written notice of the act, omission or event constituting such Cause and shall not have cured such act, omission or event within three (3) Business Days after the giving of such notice.

(ii) "Disability" means the physical or mental incapacity of Executive for a period of more than ninety (90) consecutive days, as reasonably determined by Alliance.

(iii) "Good Reason" means the occurrence, without Executive's voluntary written consent, of any of the following circumstances: (A) a material breach by Alliance of any material provision of this Agreement including, but not limited to, failure to pay Base Compensation or benefits when due; (B) Alliance's relocation, without Executive's consent, to a location that is more than thirty (30) miles from his current residence; or (C) any reduction in the Base Compensation; provided, in each case, that Executive must provide notice to Alliance of the existence of the condition described above within fifteen (15) days of the initial existence of the condition, upon the notice of which Alliance shall have thirty (30) days during which it may remedy the condition, and provided further that the separation of service must occur within fifteen (15) days following the end of the foregoing cure period.

8 . Non-Competition and Confidentiality Covenants. Executive and Alliance are parties to a Non-Competition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-Competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 8. The Non-Competition Agreement shall survive the termination of this Agreement in accordance with its terms.

9 . Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Executive:

Roundtable Creative, Inc.
3801 Barrington Branch Court
Richmond, Virginia 23233
Attention: Brian Butler-Au
Phone: (804) 833-6560
Email: bbutler@suckerpunchent.com

If to Alliance:

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

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

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

10. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof.

1 1 . Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is set forth in a written instrument executed by Alliance and Executive. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed or complied with by such other party will be deemed a waiver of such condition or provision at any other time, or a waiver of any other provisions or conditions of this Agreement. No representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

12. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement, which will remain in full force and effect.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

14. Assignment. This Agreement is personal in nature and Executive may not assign or transfer this Agreement or any rights or obligations hereunder to a third party. Alliance may assign this Agreement, and its rights and obligations hereunder, to any of its operating affiliates.

15. Document Review. Executive hereby acknowledges and agrees that he (i) has read this Agreement in its entirety prior to executing it, (ii) understands the terms of this Agreement and the effects of such terms, (iii) has consulted with such attorneys, accountants and financial and other advisers as he has deemed appropriate in connection with the execution and performance of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

16. Entire Agreement This Agreement, together with the Non-Competition Agreement, constitute the entire agreement between the parties hereto with respect to the subject matter hereof, superseding all prior or contemporaneous agreements or understandings.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner, III
Paul K. Danner, III
Chairman and CEO

/s/ Brian Butler-Au
Brian Butler-Au

Exhibit 10.3

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (this "Agreement"), is entered into and effective January 4, 2017, by and between ALLIANCE MMA, INC., a Delaware corporation ("Alliance"), and Bryan Hamper, an individual and resident of the State of Maryland ("Executive").

In consideration of the mutual covenants and undertakings herein contained, the parties, each intending to be legally bound, agree as follows:

1. Employment. Upon the terms and subject to the conditions set forth in this Agreement, Alliance agrees to employ Executive as Managing Director, Fighter Management of SuckerPunch, reporting to the Chief Executive Officer of Alliance, and Executive accepts such employment.

2. Duties. Executive agrees to perform such duties as are commensurate with his position, including the oversight and management of the day-to-day operations of SuckerPunch (the "Business"). Executive will devote such time and efforts to the Business as are sufficient to conduct the Business as conducted immediately prior to the date of this Agreement, and will not engage in other business activities without Alliance's prior written consent. Nothing herein will prevent Executive from engaging in investment activities unrelated to the Business for his own account. In performing his duties hereunder, Executive shall report to Alliance's Chief Executive Officer.

3. Term. The term of this Agreement (the "Term") will begin on the date hereof and will expire on the two-year anniversary of such date (the "Initial Term"). After the Initial Term, the Term will renew for renewal periods of one year each unless either party gives the other written notice of intent not to renew at least sixty (60) days prior to the last day of the existing term. The parties hereto agree that, upon the expiration of the Term, Executive's employment with Alliance will terminate and Executive will not be entitled to any further compensation, except as otherwise expressly provided in this Agreement. Alliance will be under no obligation whatsoever to renew or continue the employment of Executive beyond the Term.

4. Salary; Bonus; Stock Options.

(a) Executive will receive a salary during the Term of one hundred thousand dollars ($100,000) per year ("Base Compensation"), prorated for partial years, payable at regular intervals in accordance with Alliance's normal payroll practices in effect from time to time. Alliance's Board of Directors will review Base Compensation annually and will consider merit-based increases to Base Compensation in its sole discretion.

(b) In addition to the compensation provided in Section 4(a) above, Executive will be entitled to receive a bonus equal to two percent (2%) of the gross revenues received by Alliance and/or SuckerPunch during the Term from SuckerPunch sponsorship arrangements and fighter contracts, whether presently existing or entered into after the date hereof. Such bonus shall be paid within sixty (60) days of the end of the year in which such revenue is received. For purposes hereof, "gross revenues received" shall mean, (A) with respect to a sponsorship arrangement, the aggregate amount of expenditures made by a sponsor under such arrangement and from which the fees of Alliance/SuckerPunch are calculated and deducted or paid and (B) with respect to a fighter contract, the aggregate amount earned by a fighter before deduction for the fees of Alliance/SuckerPunch under the terms of that contract.

(c) In addition to the compensation provided in Section 4(a) and 4(b), respectively, Executive will be entitled to receive from Alliance (i) on the date hereof, a cash signing bonus in the amount of $100,000 and (ii) promptly following the execution and delivery of this Agreement by both parties, 26,738 shares of Common Stock, represented by a duly executed stock certificate registered in the name of the Executive or his nominee. Executive acknowledges and agrees that the restrictions on transfer set forth in Section 3.2 of the Warrant (as defined below) shall apply to the shares of Common Stock received by Executive pursuant to this Section 4(c) to the same extent as such restrictions apply to the shares of Common Stock issuable under the Warrant.

(d) Promptly following the execution and delivery of this Agreement by both parties, Alliance shall deliver to Executive a Warrant, dated the date hereof (the "Warrant"), to purchase up to a number of shares of common stock of Alliance equal to $350,000 divided by the Share Price (as defined below). The Warrant shall have a term of three years from the date of the Warrant, shall be fully vested as of such date and shall have an exercise price equal to the Share Price. For purposes hereof, "Share Price" means the trailing 20-day average closing price for the common stock of Alliance on the Nasdaq Capital Market as of the day prior to the first day of the Initial Term.

5. Benefit Programs.

(a) During the Term, Executive will be entitled to participate in the following benefit programs (the "Benefit Programs") on the terms set forth below:

(i) health and dental insurance pursuant to Alliance's current or future plans and policies (premiums for single coverage to be paid by Alliance – additional coverage to be paid by Executive);

(ii) participation in the Alliance 401(k) plan with an Alliance match of Executive's contribution on a dollar-for-dollar basis for the first 3% of Executive's Base Compensation; and

(iii) participation in any other benefit plan provided to all employees of Alliance in accordance with the terms of such plans.

Executive acknowledges that the terms of the Benefit Programs are subject to change.

(b) During the Term, Alliance will provide Executive with an Alliance-owned or leased computer, and printer and supplies, for Executive's use on behalf of Alliance.

(c) During the Term, Alliance will provide Executive with a mobile phone and either pay directly or reimburse Executive for the cost of a reasonable plan for Executive's use on behalf of Alliance.

(d) The items provided to Executive pursuant paragraphs (b) and (c) will be returned by Executive to Alliance immediately upon the effective date of the expiration or termination of this Agreement.

6. General Policies.

(a) During the Term, Alliance will reimburse Executive for all reasonable business expenses incurred by Executive in performing his duties under this Agreement in accordance with Alliance expense-reimbursement policies, including the submission to Alliance of written vouchers and statements for reimbursement.

(b) During the Term, Executive will be entitled to three weeks of paid vacation each year, which he will utilize at such times when his absence will not materially impair Alliance's normal business functions. Unused vacation time will not be carried forward to future years or paid as cash compensation.

(c) All other matters relating to the employment of Executive by Alliance not specifically addressed in this Agreement will be subject to the policies applicable generally to employees of Alliance and in effect from time to time.

7. Termination of Employment.

(a) Subject to the respective continuing obligations of the parties, including but not limited to those set forth in this Section 7 and Section 8 hereof, either Executive or Alliance may terminate this Agreement and Executive's employment hereunder prior to the expiration of the Term by delivering to the other party written notice of termination specifying the effective date of such termination (the "Date of Termination").

(b) In the event of termination of Executive's employment pursuant to (i) the expiration of the Term, (ii) the death or Disability (as defined below) of Executive, (iii) termination by Executive without Good Reason, or (iv) termination by Alliance with Cause (as defined below), all compensation (including Base Compensation) will cease, and Executive will no longer be eligible to participate in the Benefit Programs (subject to the plan documents governing the Benefit Plans and applicable law), in each case as of the Date of Termination.

(c) In the event of termination of Executive's employment by Alliance without Cause or by Executive for Good Reason, Base Compensation will continue to be paid to Executive and Executive will continue to be eligible to participate in the Benefit Programs (subject to the plan documents governing the Benefit Plans and applicable law), in each case through the last day of the then-existing Term.

(d) The following terms will have the meanings indicated for purposes of this Agreement:

(i) "Cause" means:

(A) conviction of, or plea of nolo contendere to, a felony or crime involving moral turpitude;

(B) the commission of an act involving dishonesty or fraud with respect to Alliance or the Business;

(C) conduct which materially damages the reputation or standing of Alliance;

(D) gross negligence or willful misconduct with respect to the operation of the Business, including the failure to comply with any reasonable requests made by Alliance's Chief Executive Officer or Board of Directors;

(E) a breach of Section 8 of this Agreement; or

(F) Executive's failure to cure a breach of any term of this Agreement (other than Section 8) within thirty (30) days after receipt of written notice from Alliance specifying the act or omission that constitutes such breach;

provided, however, that with respect to events set forth in clause (D), Executive shall have been given written notice of the act, omission or event constituting such Cause and shall not have cured such act, omission or event within three (3) Business Days after the giving of such notice.

(ii) "Disability" means the physical or mental incapacity of Executive for a period of more than ninety (90) consecutive days, as reasonably determined by Alliance.

(iii) "Good Reason" means the occurrence, without Executive's voluntary written consent, of any of the following circumstances: (A) a material breach by Alliance of any material provision of this Agreement including, but not limited to, failure to pay Base Compensation or benefits when due; (B) Alliance's relocation, without Executive's consent, to a location that is more than thirty (30) miles from his current residence; or (C) any reduction in the Base Compensation; provided, in each case, that Executive must provide notice to Alliance of the existence of the condition described above within fifteen (15) days of the initial existence of the condition, upon the notice of which Alliance shall have thirty (30) days during which it may remedy the condition, and provided further that the separation of service must occur within fifteen (15) days following the end of the foregoing cure period.

8. Non-Competition and Confidentiality Covenants. Executive and Alliance are parties to a Non-Competition and Non-Solicitation Agreement, dated of even date herewith (the "Non-Competition Agreement"), which is incorporated herein by reference. The Non-Competition Agreement contains, among other things, covenants of Executive respecting non-competition, non-solicitation and non-disclosure. Any breach of the Non-Competition Agreement that is not cured as permitted therein shall be deemed a breach of this Section 8. The Non-Competition Agreement shall survive the termination of this Agreement in accordance with its terms.

9. Notices. For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Executive:

Roundtable Creative, Inc.
310 Hook Road
Westminster MD 21157
Attention: Bryan Hamper
Phone: (443) 398-0951
Email: hamper@suckerpunchent.com

If to Alliance:

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

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

or to such other address as either party hereto may have furnished to the other party in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

10. Governing Law. The validity, interpretation, and performance of this Agreement will be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof.

11. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is set forth in a written instrument executed by Alliance and Executive. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed or complied with by such other party will be deemed a waiver of such condition or provision at any other time, or a waiver of any other provisions or conditions of this Agreement. No representation, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

12. Validity. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement, which will remain in full force and effect.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

14. Assignment. This Agreement is personal in nature and Executive may not assign or transfer this Agreement or any rights or obligations hereunder to a third party. Alliance may assign this Agreement, and its rights and obligations hereunder, to any of its operating affiliates.

15. Document Review. Executive hereby acknowledges and agrees that he (i) has read this Agreement in its entirety prior to executing it, (ii) understands the terms of this Agreement and the effects of such terms, (iii) has consulted with such attorneys, accountants and financial and other advisers as he has deemed appropriate in connection with the execution and performance of this Agreement, and (iv) has executed this Agreement voluntarily and knowingly.

16. Entire Agreement This Agreement, together with the Non-Competition Agreement, constitute the entire agreement between the parties hereto with respect to the subject matter hereof, superseding all prior or contemporaneous agreements or understandings.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

ALLIANCE MMA, INC.

By: /s/ Paul K. Danner, III
Paul K. Danner, III
Chairman and CEO

/s/ Bryan Hamper
Bryan Hamper

Exhibit 99.1

ALLIANCE MMA
590 MADISON AVENUE
NEW YORK, NY 10022
www.rubensteinpr.com

RUBENSTEIN PUBLIC RELATIONS
CONTACT: KRISTIE GALVANI 212-805-3005
KGALVANI@RUBENSTEINPR.COM

ALLIANCE MMA ACQUIRES SUCKERPUNCH ENTERTAINMENT
Leading MMA Management and Marketing Company to Expand Company's Offerings

NEW YORK, NY – January 10, 2017 – Alliance MMA, Inc. ("Alliance MMA" or the "Company") (NASDAQ: AMMA), a mixed martial arts (MMA) organization that provides live professional MMA events in numerous major markets across the county, announced today the acquisition of SuckerPunch Entertainment (SuckerPunch), widely acknowledged throughout the industry as the world's top MMA fighter management and marketing company. Operating under the Alliance MMA umbrella, SuckerPunch will provide world-class representation for fighters inside and outside of the cage. SuckerPunch currently has over 100 fighters under contract worldwide.

"We expect that SuckerPunch will prove to be an extraordinary addition to the Alliance MMA organization," said Robert Haydak, President of Alliance MMA. "Their broad experience in managing a number of the sport's top fighters will bolster our ongoing effort to expand the growing family of Alliance athletes, and will fortify Alliance's position as a prominent force in the MMA community."

With the acquisition of SuckerPunch, Alliance MMA continues to implement its strategy of acquiring businesses whose operations are directly related to the Company's regional fight promotions. By adding live video production, automated electronic ticket sales, and now a fighter management firm, Alliance continues to develop revenue streams from multiple MMA-related businesses. In addition to fees generated from fighter purses, SuckerPunch brings revenue in the form of sponsorships for both fighters and promotions

"We are excited over the prospect of SuckerPunch adding immediate value to Alliance MMA," said SuckerPunch Founder Brian Butler-Au. "We expect that our extensive connections throughout the MMA world will provide strong bridges and trusted relationships that should integrate seamlessly into Alliance MMA."

For nearly 10 years, SuckerPunch has delivered full-service exposure for their clients by embedding their brand into the fabric of one of the world's most exciting sports. This marketing approach has resulted in meaningful exposure and revenue gains for both the company and its clientele on a consistent basis. Since 2007, SuckerPunch has managed several Ultimate Fighting Championship (UFC) titleholders including Joanna Jedrzejczyk, Jens Pulver, Carla Esparza and, most recently, Max Holloway.

"We expect that the Alliance MMA platform will prove to be highly beneficial for fighters on all levels," added Bryan Hamper, SuckerPunch Partner. "Our up-and-coming prospects will now have direct access to geographically diverse venues which promises broader exposure as they develop their skills, and offers our higher-level fighters the opportunity to compete in top tier promotions more quickly. We truly believe this is the future of the sport."

The SuckerPunch team prides itself on ensuring each of their clients feel they are receiving the best possible management service, and with an operating philosophy of providing a permanent home for every athlete who signs on the dotted line. "If you want to be the best in the world, you must work with the best in the world, and that's SuckerPunch," said UFC Interim Featherweight Champion and SuckerPunch client Max Holloway. "These people took me in and treated me like family. I wouldn't have it any other way."

About Alliance MMA, Inc.

Alliance MMA (NASDAQ: AMMA) is a mixed martial arts organization offering premier promotional opportunities for aspiring mixed martial arts (MMA) fighters who wish to advance to the sport's highest level of professional competition. Alliance MMA's mission is to identify and cultivate the next generation of fighters and champions for the Ultimate Fighting Championship (UFC) and other premier MMA promotions.

MMA is a full contact sport that allows a wide range of fighting techniques, including striking and grappling from various martial arts and disciplines such as Boxing, Wrestling, Brazilian Jiu Jitsu, Karate & Muay Thai. Professional MMA fights are sanctioned and regulated by athletic commissions in all 50 states.

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 will also be dedicated to generating live original sports media content, attracting an international fan base, and securing major brand sponsorship revenue for its live MMA events, digital media platform and Alliance MMA fighters.

Alliance MMA, Inc. was incorporated in 2015 for the purpose of acquiring businesses that engage in the promotion of MMA events. In 2016, the company went public with a listing on the NASDAQ stock market. Alliance MMA is the only mixed martial arts promotion company that is publicly traded, allowing public investment in the world's fastest growing sport.

For more information visit, www.alliancemma.com

Or contact:

James Platek
Director, Investor Relations
Alliance MMA, Inc.
590 Madison Avenue
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(212) 739-7825, x707

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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.