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

FORM 8-K/A
(Amendment No. 3)

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

Date of Report (Date of earliest event reported): February 11, 2015

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

Nevada	**333-184897**	**39-2079974**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1612 E. Cape Coral Parkway, Cape Coral, Florida 33904
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(239) 542-0643**

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ 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 8.01 OTHER EVENTS

This Current Report on Form 8-K/A is filed to amend the exhibits of the Legacy Education Alliance, Inc. (the "Company") made on Form 8-K filed by the Company on November 10, 2014 (the "Original 8-K"), as amended by Amendment No. 1 filed on December 19, 2014 and Amendment 2 filed on January 8, 2015. The Company is amending Item 9.01 of the Original 8-K to replace the Royalty Payment agreement dated March 15, 2013 that was filed as Exhibit 10.6 to the Original 8-K, the License Agreement dated September 1, 2013 that was filed as Exhibit 10.7 to the Original 8-K, and the Settlement and Amendment to the 2013 License Agreement, dated April 22, 2014 that was filed as Exhibit 10.8 to the Original 8-K. The Company has modified certain redactions of the agreement provided in Exhibits 10.6, 10.7 and 10.8 filed to the Original 8-K for which the Company no longer request confidential treatment.

The exhibit index filed with the Original 8-K was correct and set forth below, however, the numbers were in certain cases, incorrect. Exhibit 10.3 below was filed as 10.4 in the Original 8-K, Exhibit 10.4 was filed as 10.5, Exhibit 10.5 was filed as 10.6, Exhibit 10.6 was filed as 10.7, Exhibit 10.7 was filed as 10.8, and Exhibit 10.8 was filed as 10.9. All of the exhibits are attached to this Current Report on Form 8-K/A.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits

Exhibit No.	Description
10.3 (1)	Senior Executive Employment Agreement, dated October 2013, of Anthony C. Humpage
10.4 (1)	Assignment of Executive Employment of Anthony C. Humpage, dated November 10, 2014.
10.5 (2)	Royalty Payment Agreement, dated March 15, 2013 (REDACTED)
10.6 (2)	License Agreement, dated September 1, 2013 (REDACTED)
10.7 (2)	Settlement and Amendment to the 2013 License Agreement, dated April 22, 2014 (REDACTED)
10.8 (1) (2)	Supplement to Talent Endorsement Agreement with Robbie Fowler, dated January 1, 2013 (REDACTED)

(1) Attachment is in the same form as previously filed by the Current Report on Form 8-K, filed November 10, 2014.
(2) Portions of this exhibit have been omitted pursuant to a request for confidential treatment.

SIGNATURE

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

Dated: February 11, 2015

LEGACY EDUCATION ALLIANCE, INC.

By: /s/ Anthony Humpage
Anthony Humpage
Chief Executive Officer

Exhibit 10.3

EXECUTIVE EMPLOYMENT AGREEMENT

This **AGREEMENT** (this "Agreement") is made as of the____ day of October, 2013 (the "Effective Date"), by and between TIGRENT INC., a Colorado corporation, with an address of 1612 E. Cape Coral Parkway, Cape Coral, FL 33904 (the "Company") and ANTHONY C. HUMPAGE, an individual residing at _____(the "Executive").

WHEREAS Executive was engaged by the Company as Chief Executive Officer commencing September 1, 2012 (the "Start Date"); and

WHEREAS, the Company desires to continue to employ Executive in the capacity of Chief Executive Officer; and

WHEREAS Executive is willing to continue make his services available to the Company on the terms and conditions set forth in this Agreement;

NOW, **THEREFORE,** in consideration of the mutual covenants contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties, intending to be legally bound, agree as follow:

1. Term. The Company hereby employs Executive as Chief Executive Officer of the Company and Executive agrees to serve the Company as such upon the terms and conditions hereof commencing on the Effective Date and continuing until terminated by either the Company or Executive subject to and in accordance with Section 7 of this Agreement (the "Term").

2. Duties.

(a) Executive shall serve as the Chief Executive Officer of the Company and shall report directly to the Board of Directors thereof (the "Board"). Executive shall also serve on the Board without additional compensation. Executive shall also, if requested by the Board, serve as an executive officer of any Company subsidiary or joint venture company and/or as a fiduciary of any Company, subsidiary or joint venture company benefit plan(s).

(b) Executive shall have such duties and responsibilities as are customary for Executive's position and any other duties or responsibilities that may be assigned or delegated to him from time to time. Executive agrees that he will use his best efforts to fulfill his duty of loyalty and care to the Company and to promote the business and interests of the Company above all others and that he will not engage, directly or indirectly, in any other business or occupation during the Employment Term, except as expressly permitted by the Board. It is understood, however, that the foregoing will not prohibit Executive from (i) devoting reasonably limited time to charitable activities and personal investment activities for himself and his family that do not interfere materially with the performance of his duties hereunder or (ii) serving on the board(s) of any other corporate, civic or charitable organizations so long as such service is not inconsistent with his fiduciary obligations to the Company or otherwise conflicts with his obligations under the Covenant Agreement.

3. Compensation.

(a) Base Annual Salary. The Company will pay Executive for all services to be rendered by Executive hereunder (including and without limitation, all services to be rendered by him as an officer and/or director of the Company and its subsidiaries and affiliates) a base annual salary (the "Base Annual Salary"), payable at least bi-weekly or otherwise in accordance with customary payroll practices for senior executives of the Company. The initial Base Annual Salary is Three Hundred Thousand Dollars ($300,000.00). On or about each anniversary of the Contract Start Date, the Board may review the Base Annual Salary with Executive, and the Base Annual Salary may be adjusted at the discretion of the Board during the Employment Term.

(b) Incentive Compensation. Executive shall be eligible to receive an annual bonus ("Annual Bonus") and other long term incentive compensation, which are intended to comply with Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code"), under such executive bonus plans and long term incentive plans as may be established by the Compensation Committee of the Board in its sole discretion from time to time, subject to the terms and conditions of such plans. The Annual Bonus will be based on the achievement of Company and individual performance goals to be established by the Compensation Committee, with annual target incentive bonuses of 100% of the Base Annual Salary.

(c) Repayment upon Material Restatement.

The independent members of the Board ("Independent Director Committee") may. in its discretion, require reimbursement of any Annual Bonus or other incentive payments to Executive where: (I) the payment of such Annual Bonus or other incentive payments to Executive was predicated upon achieving certain financial results that were subsequently the subject of a material restatement of the Company's audited financial statement with the need for such restatement having been confirmed by the Company's independent auditors; (2) the Independent Director Committee determines Executive engaged in gross negligence or willful misconduct that substantially caused the need for the restatement; and (3) a lower payment would have been made to Executive based upon the restated financial results. In each such instance, the Executive shall repay to the Company the amount by which the Executive's Annual Bonus or other incentive payments for the relevant period exceeded the lower payments that would have been made based on the restated financial results; provided, however, that the Executive shall not be required to repay any Annual bonus or other incentive payments, or portion thereof, pursuant to this paragraph if such payments relate to accounting periods occurring two (2) years (or such longer time period as may be required by law) or more prior to the restatement. Before the Independent Director Committee determines whether Executive engaged in gross negligence or willful misconduct that caused or substantially caused the need for the substantial restatement, it shall provide to Executive written notice and the opportunity to be heard, at a meeting of the Independent Director Committee (which may be in-person or telephonic, as determined by the Independent Director Committee).

(d) Vacation. Retroactive to the Start Date, and continuing through the Term of Executive's employment under this Agreement, Executive shall be entitled to four (4) weeks of paid annual vacation.

4. Expenses. Retroactive to the Start Date, and continuing through the Term of Executive's employment under this Agreement, within thirty (30) days after the submission of reasonable supporting documentation by Executive and in accordance with the Company's expense reimbursement policy, the Company shall reimburse Executive for all reasonable and customary business, travel, and entertainment expenses incurred by Executive in the course of and pursuant to the business of the Company. In addition, the Company shall reimburse Executive for reasonable travel expenses Executive incurs in traveling from Executive's residence in Arizona to Cape Coral, Florida from time to time and for reasonable temporary living expenses Executive incurs for room, board and transportation in the Cape Coral, FL area.

5. Executive Benefits. Retroactive to the Start Date, and continuing through during the Term of Executive's employment under this Agreement, Executive shall be entitled to participate in any employee benefit plans, programs or policies provided to other full time employees or senior management of the Company or which may become in effect for the benefit of any other employees or senior management of the Company at any time during the course of Executive's employment by the Company, subject to the terms of such plans, programs or policies. Such other benefits shall include, but not be limited to, directors' and officers' liability insurance maintained by the Company for the benefit of its directors and officers. Nothing in this Agreement shall preclude the Company from amending or terminating any such plan at any time.

6. Withholding. All payments required to be made by the Company to Executive hereunder shall be subject to the withholding of such amounts relating to taxes and other governmental assessments as the Company may reasonably determine it should withhold pursuant to any applicable law, rule, or regulation.

7. Termination of Employment.

(a) Death: Permanent Disability. Upon the death of Executive during the term of this Agreement, the Employment Term shall terminate. If during the Employment Term Executive fails, because of illness or other incapacity, to perform the services required to be performed by him hereunder for any period of more than 90 days during any calendar year (provided that vacation time, if not previously taken, shall be exhausted before the above 90-day period commences to run) (any such illness or incapacity being hereinafter referred to as "Permanent Disability"), then the Company, in its discretion, may at any time thereafter terminate the Employment Term upon not less than 30 days' written notice thereof to Executive, and the Employment Term shall terminate and come to an end upon the date set forth in said notice as if said date were the termination date of the Employment Term; provided, however, that no such termination shall be effective if prior to the date when such notice is given, Executive's illness or incapacity shall have terminated and he shall be physically and mentally able to perform the services required hereunder and shall have taken up and be performing such duties.

If Executive's employment shall be terminated by reason of his death or Permanent Disability, Executive or his estate, as the case may be, shall be entitled to receive (i) any earned and unpaid salary through the date of termination; (ii) a pro rata portion of any annual bonus that Executive otherwise would have been entitled to receive pursuant to any bonus plan or arrangement for senior executives of the Company (such pro rata portion to be payable at the time such annual bonus otherwise would have been payable to Executive); and (iii) subject to the terms thereof, any benefits that may be due to Executive on the date of his termination under the provisions of any employee benefit plan, program, or policy of the Company. If Executive's employment is terminated by reason of his Permanent Disability, Executive shall be entitled to receive short-term disability benefits subject to the terms of the Company's short-term disability plan until such time as Executive becomes entitled to the benefits under the Company's Long Term Disability Plan; provided that the Company's obligation to provide such short-term disability benefits to Executive shall not under any circumstances extend beyond the maximum period provided in the Company's short-term disability plan plus an additional 90 days.

(b) Termination for Cause or Upon Executive's Resignation. If the Employment Term is terminated (i) by Executive (other than as a result of a material breach by the Company as set forth in Section 7(c) or (ii) by the Company for Cause, in either case, Executive shall be entitled to receive only (x) any earned and unpaid Base Annual Salary accrued through the date of termination and (y) subject to the terms thereof, any benefits which may be due to Executive on such date under the provisions of any employee benefit plan, program, or policy. If Executive is terminated for Cause, the Company shall deliver written notice to Executive, which notice shall specify the item of Cause for which Executive has been terminated.

For purposes of this Agreement, "Cause" and "for Cause" shall mean (i) any intentional breach of Executive's fiduciary duty to the Company, including but not limited to fraud, dishonesty, embezzlement, and failure to follow directions of the Board of Directors or of the Company's parent corporation; (ii) Executive's material breach of this Agreement (iii) Executive's material breach of the Covenant Agreement; (iv) Executive's gross negligence or willful misconduct in the performance of his duties that materially adversely affects the Company; (v) any material violation by Executive of the Company's non-discrimination, non-harassment, or non-retaliation policies or procedures as may be established by the Company from time to time; (vi) conviction of, or a plea to, a felony (including a plea of nolo contendere); or (vii) Executive's continued failure to perform in any material respect his duties to the Company as specifically directed by the Board; provided, however, that (A) the Company shall give Executive notice of any circumstances described in (ii) or (vii) above, which notice shall describe such circumstances in reasonable detail, and (B) no for "Cause" termination shall be deemed to exist if Executive shall remedy or cure the relevant circumstances within 20 days from his receipt of such notice. Termination for Cause under clause (ii) or (vii) shall be effective immediately following expiration of the 20-day cure period as aforesaid; provided Executive has not previously cured the event of Cause; and termination for Cause under (iv) shall be effective immediately upon receipt by Executive of written notice of termination.

(c) Termination Other than for Cause or Upon Material Breach by Company. If the Employment Term is terminated (i) by the Company other than for Cause or (ii) by Executive, subject to the succeeding sentence, following a material breach by the Company of this Agreement (including, but not limited to, any material diminution in the scope of the Executive's duties or a reduction in the Annual Salary payable hereunder), in either case, the Company shall continue to pay to Executive (x) the Base Annual Salary in effect at the end of the Employment Term for a period of **six (6) months** after such termination of this Agreement payable in installments at least bi-weekly or otherwise in accordance with customary payroll practices for senior executives of the Company. and, as severance compensation, (y) a prorated bonus ("Prorated Termination Bonus") in an amount equal to the Annual Bonus for the Executive that has accrued, if any, at the end of the calendar quarter immediately prior to the quarter in which the termination of the Executive's employment occurs prorated out through end of the calendar quarter in which the Executives termination occurs, multiplied by a fraction, the numerator of which is the number of completed calendar days of employment during the calendar year in which the Executive's employment terminates and the denominator of which is the total number of calendar days through the end of the calendar quarter in which the termination of the Executive's employment occurs. By way of example only, if Executive's employment terminates under this paragraph on the 300th day of the year (i.e., within the fourth quarter) and the accrued Annual Bonus as of the end of third quarter is $30,000, then the Executive shall be entitled to a Prorated Termination Bonus as follows:

3" Quarter Accrual ($30,000) prorated through the end of the 4th quarter = $40,000

$40,000 x 300 (number of days in the calendar year on day of termination) / 365 (number of calendars days at the end of the quarter in which the termination occurs) = $32,877 Prorated Termination Bonus.

The Prorated Termination Bonus shall be paid to Executive in accordance with the provisions of Section 3 above.

If there is a material breach of this Agreement by the Company, Executive shall, within 30 days following his knowledge of such breach, deliver written notice to the Company, which notice shall specify such material breach. No material breach shall be deemed to exist if the Company shall remedy or cure the relevant circumstances within 20 days of its receipt of such notice. Payment by the Company of any amounts set forth in this Section 7(c), shall be conditioned upon (i) Executive executing a general release in favor of the Company (which release shall be reasonably satisfactory to the Company and shall exclude the Company's obligations in this Section and its obligations in Section 3) and (ii) Executive's continued compliance with the terms and conditions of Covenant Agreement. Notwithstanding anything contained in any Company annual incentive bonus plan, payment of any Termination Prorated Bonus pursuant to this paragraph 7(c) shall be in complete and total satisfaction of any obligation of the Company to Executive under such annual incentive bonus plan with respect to the performance period to which the Termination Prorated Bonus relates.

(d) Termination following Change of Control. If the Employment Term is terminated by (i) the Company without Cause or by Executive following a material breach by the Company, (including, but not limited to, any material diminution in the scope of the Executive's duties or a reduction in the Annual Salary payable hereunder), in either case within eighteen (18) months following a Change of Control (as defined below) of the Company, (a "Change of Control Termination") then (i) the Company shall pay to Executive in a lump sum payment (x) all Base Salary that has accrued but is unpaid as of the Termination Date, (y) an amount equal to the Annual Base salary then in effect and (z) a prorated bonus, such prorated bonus being in an amount equal to the target bonus for the Executive under the Company's annual incentive bonus plan in the year of the Change in Control, multiplied by a fraction, the numerator of which is the number of completed days of employment during such performance period and the denominator of which is the total number of days in the performance period ("the Change in Control Termination Prorated Bonus") , and (ii) the Company shall pay on behalf of Executive the premium amounts for COBRA medical continuation coverage under the Company's medical plan for a period of twelve (I 2) months after the Termination Date. If Executive becomes eligible for and elects to receive benefits under an employee benefit plan, program, or arrangement of another employer during the twelve (12) month period following the Termination Date, the Company's obligations to pay the premium cost of such benefits as set forth above shall cease. Payment by the Company of any amounts set forth in this Section 7(d) shall be conditioned upon (i) Executive executing a general release in favor of the Company (which release shall be reasonably satisfactory to the Company and shall exclude the Company's obligations in this Section and its obligations in Section 3) and (ii) Executive's continued compliance with the terms and conditions of Covenant Agreement. Notwithstanding anything contained in any Company annual incentive bonus plan. Payment of any Change in Control Termination Prorated Bonus pursuant to this paragraph 7(d) shall be in complete and total satisfaction of any obligation of the Company to Executive under such annual incentive bonus plan with respect to the performance period to which the Change in Control Termination Prorated Bonus relates.

For purposes hereof, a "Change of Control" shall have the meaning assigned to it in the Tigrent Inc. 2012 Incentive Plan attached hereto as Appendix A.

(e) Termination Upon Demand of RDOC. If the Executive's employment with the Company is terminated by the Board, other than for Cause or as the result of a Change in Control, within twelve (12) months of a demand for such termination by Rich Dad Operating Company, LLC ("RDOC") or any substitute Rich Dad entity or Robert or Kim Kiyosaki and RDOC notifies the Company that RDOC desires to remove, with our without cause, the Executive as RDOC's Licensor Designee to the Board as provided for Article VIII of that certain **Rich Dad Operating Company, LLC License Agreement** by and between RDOC and the Company having an effective date of September 1, 2013 (or such other agreement between RDOC and the Company that permits RDOC to designate an individual to sit on the Board) then the Company shall pay to Executive (i) an amount equal to the Base Annual Salary in effect at the end of the Employment Term payable as follows (aa) a lump sum of $150,000 payable upon the expiration of the seven (7) day revocation period of the general release delivered by the Executive pursuant to this paragraph (the "Release Delivery Date") and (bb) the balance amortized over a six (6) month period commencing on the Release Delivery Date and payable in equal installments at least bi-weekly or otherwise in accordance with customary payroll practices for senior executives of the Company, and, as severance compensation, (ii) a Prorated Termination Bonus calculated in accordance with the formula set forth in Section 7(c) of this Agreement, likewise payable in equal installments over a six (6) month period commencing on the Release Delivery Date. Payment by the Company of any amounts set forth in this Section 7(e), shall be conditioned upon (i) Executive executing a general release in favor of the Company (which release shall be reasonably satisfactory to the Company and shall exclude the Company's obligations in this Section and its obligations in Section 3, and (ii) Executive's continued compliance with the terms and conditions of the Covenant Agreement. Notwithstanding anything contained in any Company annual incentive bonus plan, payment of any Prorated Termination Bonus pursuant to this paragraph 7(e) shall be in complete and total satisfaction of any obligation of the Company to Executive under such annual incentive bonus plan with respect to the performance period to which the Prorated Termination Bonus relates. The Prorated Termination Bonus shall be paid to Executive in accordance with the provisions of Section 3 above.

(f) Equity Grants. Upon the termination of employment of the Executive for any reason, all awards of common stock in the Company or other awards that are valued in whole or in part by reference to, or otherwise based on the common stock of the company, including, but not limited to, stock options, restricted stock or restricted stock units, stock appreciation rights, and performance shares or performance units, previously made to the Executive shall be governed by the respective terms of such awards and any agreements entered into between the Company and the Executive with respect to such awards, notwithstanding anything in this Agreement to the contrary.

(g) If the Executive's employment with the Company is terminated **under** either Section 7(c) or Section 7(d), Executive shall have the option, exercisable upon not more than seven (7) days written notice to the Company after the date of such termination, to purchase any such Company-owned vehicle made available for the business use of executives of the Company while in Cape Coral, FL at an all cash price equ·al to the lesser of (i) the value of such vehicle as reflected on the books of the Company on the date of such termination or (ii) its fair market value. Any such sale shall close within twenty (20) days after the date of termination.

(h) No Other Amounts. **Executive hereby agrees that except as expressly provided in this Agreement (including any benefits expressly referenced herein as being generally available to Executive), no salary, bonus, benefits, severance, or other compensation of any kind, nature, or amount shall be payable to Executive and except as expressly provided herein, Executive hereby irrevocably waives any claim for salary, bonus, benefits, severance, or other compensation.**

8. Insurance. Executive agrees that the Company may procure insurance on the life of Executive, in such amounts as the Company may in its discretion determine, and with the Company named as the beneficiary under the policy or policies. Executive agrees that upon request from the Company he will submit to a physical examination and will execute such applications and other documents as may be reasonably required for the procurement of such insurance.

9. Restrictive Covenants. Executive agrees to execute the Confidentiality, Non-Compete and Non-Solicitation Agreement (attached hereto as Appendix B) ("Covenant Agreement") contemporaneously with the execution of this Agreement and agrees to comply with the Covenant Agreement. The restrictions provided for in the Covenant Agreement shall survive the termination of this Agreement and the termination of Executive's employment with the Company.

10. Acceptance by Executive, Executive accepts all of the terms and provisions of this Agreement and agrees to perform all of the covenants on his part to be performed hereunder. The Company accepts all of the terms and provisions of this Agreement and agrees to perform all of the covenants on its part to be performed hereunder.

11. Equitable Remedies. Executive acknowledges that he has been employed for his unique talents and that his leaving the employ of the Company would seriously hamper the business of the Company and the parties acknowledge that any violation or breach of this Agreement, including, but not limited to, the Covenant Agreement, will cause the non-breaching party to suffer irreparable damage. The parties hereby expressly agree that the non-breaching party shall be entitled as a matter of right to injunctive or other equitable relief, in addition to all other remedies permitted by law, to prevent a breach or violation by the other party and to secure enforcement of the provisions of this Agreement, including, but not limited to, Sections 9 or 10 hereof. Resort to such equitable relief, however, shall not constitute a waiver of any other rights or remedies which the non-breaching party may have.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and there are no other terms other than those contained herein. No variation hereof shall be deemed valid unless in writing and signed by the parties hereto and no discharge of the terms hereof shall be deemed valid unless by full performance of the parties hereto or by a writing signed by the parties hereto. No waiver by any party of any breach by the other party of any provision or condition of this agreement by it to be performed shall be deemed a waiver of a breach of a similar or dissimilar provision or condition at the same time or any prior or subsequent time.

13. Severability. In case any provision in this agreement shall be declared invalid, illegal or unenforceable by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. Notices. All notices, requests, demands and other communications provided for by this agreement ("Notices") shall be in writing and shall be deemed to have been given and to have been effective and deemed received at the time when hand delivered or delivered by Federal Express or other recognized overnight courier delivery service, such Notices to be addressed to the addresses of the respective parties stated below or to such changed addresses as such parties may fix by Notice given as aforesaid:

To the Company		Tigrent Inc. Board of Directors Attn: Chairman 1612 E. Cape Coral Parkway Cape Coral, FL 33904
	with a copy to:	Tigrent Inc. Attn: General Counsel 1612 E. Cape Coral Parkway Cape Coral, FL 33904
To Executive		Anthony C. Humpage _____ _____
	with a copy to:	_____ _____ _____

provided, however, that any Notice of change of address shall be effective only upon receipt.

15. Successors and Assigns. This agreement is personal in its nature and neither of the parties hereto shall, without the consent of the other, assign or transfer this agreement or any rights or obligations hereunder (except for an assignment or transfer by the Company to a successor as contemplated by the following proviso); provided, however, that the provisions hereof shall inure to the benefit of, and be binding upon, any successor of the Company, whether by merger, consolidation, transfer of all or substantially all of the assets of the Company, or otherwise, and upon Executive, his heirs, executors, administrators, and legal representatives.

16. Governing Law. This agreement and its validity, construction and performance shall be governed in all respects by the internal laws of the State of Florida without giving effect to any principles of conflict of laws.

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

18. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require.

19. Number and Gender. Words used in this Agreement, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.

20. Construction. The parties hereto and their respective legal counsel participated in the preparation of this Agreement; therefore, this agreement shall be construed neither against nor in favor of any of the parties hereto, but rather in accordance with the fair meaning thereof.

21.. Enforcement. Should it become necessary for any party to institute legal action to enforce the terms and conditions of this Agreement, the successful party will be awarded reasonable attorneys' fees at all trial and appellate levels, and in insolvency, bankruptcy and regulatory proceedings, and all related expenses and costs. Any suit, action or proceeding with respect to this agreement shall be brought in the courts of Lee County in the State of Florida or in the U.S. District Court for the Central District of Florida. The parties hereto hereby accept the exclusive jurisdiction of those courts for the purpose of any such suit, action, or proceeding.

Venue for any such action, in addition to any other venue permitted by statute, will be Lee County, Florida. The parties hereto hereby irrevocably waive, to the fullest extent permitted by law, any objection that any of them may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this agreement or any judgment entered by any court in respect thereof brought in Lee County, Florida, and hereby further irrevocably waive any claim that any suit, action or proceeding brought in Lee County, Florida has been brought in an inconvenient forum.

22. No Third-Party Beneficiaries. No person shall be deemed to possess any third-party beneficiary right pursuant to this Agreement. It is the intent of the parties hereto that no direct benefit to any third party is intended or implied by the execution of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands on the day and year first written above.

TIGRENT INC.
a Colorado Corporation

By: _____
Name:
Title:

/s/ Anthony C. Humpage
Anthony C. Humpage

Appendix A

(2012 Incentive Plan)

Appendix B

(Confidentiality, Non-Compete and Non-Solicitation Agreement)

Exhibit 10.4

ASSIGNMENT OF EXECUTIVE EMPLOYMENT
OF ANTHONY C. HUMPAGE

Reference is made to that certain Executive Employment Agreement dated October 2013 by and between Tigrent Inc., a Colorado corporation, and Anthony C. Humpage (the "Executive") (the "Contract"). Capitalized terms used in this Assignment of Executive Employment Agreement (this "Assignment") that are not otherwise defined herein shall have the respective meanings described thereto in the Contract.

Tigrent Inc. (the "Assignor") hereby assigns and transfers to Legacy Education Alliance, Inc. (the "Assignee") all rights, title and interest of Assignor in and to the Contract effective as of November 10, 2014 (the "Effective Date").

Assignee hereby assumes all obligations of Assignor under the Contract and agrees to perform all obligations of the Assignor under the Contract arising from and after the date of this Assignment and agrees to indemnify and hold Assignor harmless from any claim or demand resulting from non-performance by Assignee.

Each of the undersigned hereby agree that the assignment of the Contract by the Assignor to the Assignee shall not modify or amend the Contract other than that from and after the Effective Date ; (i) the Executive shall be an executive of the Assignee; (ii) all references in the Contract to "Company" shall be deemed a reference to the Assignee named above, and (iii) Tigrent is hereby released from any liability to Executive under the Contract.

Each of the parties to this Assignment hereby agrees that the Contract shall remain in full force and effect, and hereby ratifies and confirms all terms and conditions thereof except as expressly modified by this Assignment.

The witnesses whereof, each of the undersigned, has duly executed and delivered this Assignment as of the Effective Date.

TIGRENT INC.

By: _____
Name:
Title:

LEGACY EDUCATION ALLIANCE, INC.

By: _____
Name:
Title

_____
ANTHONY C. HUMPAGE

Exhibit 10.5

TIGRENT INC.

ROYALTY PAYMENT AGREEMENT

ROYALTY PAYMENT AGREEMENT

This Royalty Payment Agreement (this ***"Agreement"***) is made as of the 15th day of March 2013 (the ***"Effective Date"***) between **Tigrent Inc.,** a Colorado corporation (the "***Company***"), and **Rich Dad Operating Company, LLC,** a Nevada limited liability company (***"Holder"***).

RECITAL

A. The Company and Holder entered into that certain Licensing Agreement with an effective date of March 16, 2010 (as amended, restated, or otherwise modified from time to time, the ***"Licensing Agreement"***).

B. The Company and Holder agree that Holder will permit the Company, at the Company's option, to pay any royalties owing under the terms of the Licensing Agreement all in cash or in a combination of cash and up to fifty percent (50%) [and, with the consent of Holder up to one hundred (100%)] of each royalty payment due under the License Agreement in unsecured convertible promissory notes.

AGREEMENT

Now, Therefore, in consideration of the foregoing, and the representations, warranties, covenants and conditions set forth below, the Company and Holder, intending to be legally bound, hereby agree as follows:

1. Amount and Terms of the Note(S)

1.1 The Note(s). Subject to the terms of this Agreement, the Company may, at its option, issue and deliver and Holder agrees to accept at each Closing (as hereinafter defined) a convertible promissory note in substantially the form attached hereto as ***Exhibit A*** (each, a ***"Note"*** and collectively, the ***"Notes"***) as payment for up to fifty percent (50%) of each royalty payment owing under the terms of the Licensing Agreement. In addition, the Company may, with the consent of Holder, issue and deliver and Holder agrees to accept at each Closing a Note as payment for up to one hundred (100%) of each royalty payment owing under the terms of the Licensing Agreement. The principal amount of each Note shall equal the portion of such royalty payment that the Company has elected to pay via a Note (each, an ***"Advance"***)

1.2 Closing Date(s). Each closing of a Note (each a "***Closing***") shall be held on a date mutually acceptable to the Company and Holder (each a ***"Closing Date"***).

1.3 Delivery. At each Closing the Company shall issue and deliver to Holder a Note in favor of Holder payable in the principal amount of the Advance. In addition, upon the execution of this Agreement, Company shall issue, and Holder agrees to accept, Notes as payment for royalties that have accrued but are unpaid under the License Agreement as of the Effective Date and upon the delivery of such Notes, the Company shall be deemed to be in compliance with its obligation to pay royalties under the License Agreement through the Effective Date.

CERTAIN PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT UNDER RULE 24B-2 UNDER THE SECURITIES EXCHANGE ACT OF 1934. OMISSIONS ARE DESIGNATED [***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

1.4 Conversion. Each Note shall automatically convert into shares of Preferred Stock upon a Change of Control as provided in such Note. For purposes of this Agreement, the term ***"Preferred Stock"*** shall mean shares of the Company's Series A Preferred Stock pursuant to the Certificate of Designation in substantially the form attached hereto as ***Exhibit B*** (the ***"Certificate of Designation"***). The Company shall at all time reserve or cause to be reserved a sufficient number of shares of Preferred Stock to cover conversion of all outstanding Notes. The Company may not issue any shares of Preferred Stock, or any securities convertible into Preferred Stock, to any person other than Holder (or its successors, assigns and designees).

2. Repurchase at the Option of the Holder

2.1 Repurchase. Holder shall have the right, at Holder's option, to require the Company to repurchase, for cash, all of Holder's Notes, or any portion of the principal amount thereof that is equal to [***] or an integral multiple of [***], at a repurchase price equal to [***] of the principal amount thereof. Repurchases of Notes under this Section 2.1 shall be made, at the option of Holder, upon delivery to the Company by Holder of (a) a written notice at least five (5) business days prior to the date of repurchase (the ***"Repurchase Date"***), stating the portion of the principal amount of Notes to be repurchased and the Repurchase Date, and (b) the Notes to be repurchased on or prior to the Repurchase Date. Any Notes that are to be repurchased only in part shall be surrendered to the Company, and the Company shall execute and deliver to Holder without service charge, a new Note or Notes, containing identical terms and conditions, in an authorized denomination in aggregate principal amount equal to and in exchange for the unrepurchased portion of the principal of the Notes so surrendered. Notwithstanding the foregoing, no Notes may be repurchased at the option of Holder under this Section 2.1 if the principal amount of the Notes has been accelerated, and such acceleration has not been rescinded, on or prior to the Repurchase Date (except in the case of an acceleration resulting from an Event of Default by the Company in the payment of the repurchase price with respect to such Notes).

3. Conditions Precedent

3.1 Conditions to Effectiveness. Holder shall not be obligated to take, fulfill or perform any action under this Agreement, unless and until the following conditions have been satisfied or performed, on or prior to the Effective Date, to Holder's complete satisfaction or waived in writing by Holder:

(a) The Company shall have filed the Certificate of Designation with the Secretary of State of the State of Colorado establishing the rights, preferences and privileges of the Preferred Stock in a form acceptable to Holder.

(b) An officer of the Company shall deliver to Holder at the Effective Date a certificate certifying (i) the Company's Articles of Incorporation, as amended (the "***Charter***"), (ii) the Bylaws of the Company (the "***Bylaws***") and (iii) resolutions of the Board of Directors of the Company approving the Transaction Documents (as hereinafter defined) and the transactions contemplated hereby and thereby.

(c) The representations and warranties made by the Company in Section 4 hereof shall be true and correct in all material respects as of the Effective Date with the same force and effect as if they had been made as of the Effective Date, and the Company shall have performed all obligations and conditions herein required to be performed or observed by it on or prior to the Effective Date.

(d) No Event of Default has occurred that is continuing as of the Effective Date.

3.2 Conditions to Each Closing. Holder shall not be obligated to accept any Note as payment for any portion of a royalty payment owing under the terms of the Licensing Agreement, unless and until the following conditions have been satisfied or performed, on or prior to the proposed Closing Date for such royalty payment, to Holder's complete satisfaction or waived in writing by Holder:

(a) The representations and warranties of the Company contained in Section 4 of this Agreement and in any other Transaction Document, shall be (i) in the case of representations and warranties qualified by "materiality," "material adverse effect" or similar language, true and correct in all respects and (ii) in the case of all other representations and warranties, true and correct in all material respects, in each case on and as of the applicable Closing Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct on the basis set forth above as of such earlier date.

(b) No Event of Default has occurred that is continuing as of the Closing Date.

4. Representations, Warranties and Covenants of the Company

The Company hereby represents and warrants to Holder as follows:

4.1 Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Colorado. The Company has the requisite corporate power to own and operate its properties and assets and to carry on its business as now conducted and as proposed to be conducted. The Company is duly qualified and is authorized to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business.

4.2 Corporate Power. The Company will have at the Effective Date and each Closing Date all requisite corporate power to execute and deliver this Agreement and to issue each Note, collectively, in each case as the same may be amended, modified or supplemented from time to time, and all other related agreements and documents executed by the Company in favor of, and delivered to, Holder in connection with or pursuant to any of the foregoing (collectively, the ***"Transaction Documents"***), and to carry out and perform its obligations under the terms of this Agreement and under the terms of each Note.

4.3 Authorization. All corporate action on the part of the Company, its directors and its stockholders necessary for the authorization, execution, delivery and performance of this Agreement by the Company and the performance of the Company's obligations hereunder, including the issuance and delivery of the Notes and the reservation of the Preferred Stock issuable upon conversion of the Notes has been taken or will be taken prior to the issuance of the Preferred Stock. This Agreement and the Notes, when executed and delivered by the Company, shall constitute valid and binding obligations of the Company enforceable in accordance with their terms, subject to laws of general application relating to bankruptcy, insolvency, the relief of debtors and, with respect to rights to indemnity, subject to federal and state securities laws. The Preferred Stock, when issued in compliance with the provisions of this Agreement and the Notes will be validly issued, fully paid and nonassessable and free of any liens or encumbrances and issued in compliance with all applicable federal and securities laws.

4.4 Governmental Consents. All consents, approvals, orders, or authorizations of, or registrations, qualifications, designations, declarations, or filings with, any governmental authority, required on the part of the Company in connection with the valid execution and delivery of this Agreement, the offer, sale or issuance of the Notes and the Preferred Stock issuable upon conversion of the Notes or the consummation of any other transaction contemplated hereby shall have been obtained and will be effective as of the Effective Date and at each Closing.

4.5 Compliance with Laws. To its knowledge, the Company is not in violation of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in respect of the conduct of its business or the ownership of its properties, which violation of which would materially and adversely affect the business, assets, liabilities, financial condition, operations or prospects of the Company.

4.6 Compliance with Other Instruments. The Company is not in violation or default of any term of the Charter or Bylaws, or of any provision of any mortgage, indenture or contract to which it is a party and by which it is bound or of any judgment, decree, order or writ, other than such violation(s) that would not have a material adverse effect on the Company. The execution, delivery and performance of this Agreement, the Notes, and the consummation of the transactions contemplated hereby or thereby will not result in any such violation or be in conflict with, or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgment, decree, order or writ or an event that results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations or any of its assets or properties. Without limiting the foregoing, the Company has obtained all waivers reasonably necessary with respect to any preemptive rights, rights of first refusal or similar rights, including any notice or offering periods provided for as part of any such rights, in order for the Company to consummate the transactions contemplated hereunder without any third party obtaining any rights to cause the Company to offer or issue any securities of the Company as a result of the consummation of the transactions contemplated hereunder.

4.7 Capitalization; Voting Rights.

(a) The authorized capital stock of the Company, immediately prior to the Effective Date, consists of (i) 25,000,000 shares of the Company's common stock (the ***"Common Stock"***), 13,888,587 shares of which are issued and outstanding, and (ii) 10,000,000 shares of the Company's preferred stock, 25,000 shares of which are designated Series A Preferred Stock, none of which are issued and outstanding.

(b) The rights, preferences, privileges and restrictions of the Preferred Stock are as stated in the Charter. The Preferred Stock have been duly and validly reserved for issuance. When issued in compliance with the provisions of this Agreement and the Charter, the Preferred Stock will be validly issued, fully paid and nonassessable, and will be free of any liens or encumbrances other than (i) liens and encumbrances created by or imposed upon Holder; provided, however, that the Preferred Stock may be subject to restrictions on transfer under state and/or federal securities laws as set forth herein or as otherwise required by such laws at the time a transfer is proposed. The issuance and delivery of the Notes and the subsequent conversion of the Notes into Preferred Stock are not and will not be subject to any preemptive rights or rights of first refusal that have not been properly waived or complied with.

4.8 Offering. Assuming the accuracy of the representations and warranties of Holder contained in Section 5 hereof, the offer, issue, and sale of the Notes and the Preferred Stock are and will be exempt from the registration and prospectus delivery requirements of the Securities Act of 1933, as amended (the ***"Securities Act"***), and have been registered or qualified (or are exempt from registration and qualification) under the registration, permit, or qualification requirements of all applicable state securities laws.

5. Representations and Warranties of Holder

5.1 Requisite Power and Authority. Holder has all necessary power and authority to execute and deliver this Agreement and the other Transaction Documents it is a party to and to carry out their provisions. All action on Holder's part required for the lawful execution and delivery of this Agreement and the other Transaction Documents it is a party to has been taken. Upon their execution and delivery, this Agreement and the other Transaction Documents that Holder is a party to will be valid and binding obligations of Holder, enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

5.2 Purchase for Own Account. Holder represents that it is acquiring the Notes and the Preferred Stock (collectively, the "***Securities***") solely for its own account and beneficial interest for investment and not for sale or with a view to distribution of the Securities or any part thereof, has no present intention of selling (in connection with a distribution or otherwise), granting any participation in, or otherwise distributing the same, and does not presently have reason to anticipate a change in such intention.

5.3 Information and Sophistication. Without lessening or obviating the representations and warranties of the Company set forth in Section 4, Holder hereby: (a) acknowledges that it has received all the information it has requested from the Company and it considers necessary or appropriate for deciding whether to acquire the Securities, (b) represents that it has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Securities and to obtain any additional information necessary to verify the accuracy of the information given Holder and (c) further represents that it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risk of this investment.

5.4 Ability to Bear Economic Risk. Holder acknowledges that investment in the Securities involves a high degree of risk, and represents that it is able, without materially impairing its financial condition, to hold the Securities for an indefinite period of time and to suffer a complete loss of its investment.

5.5 Further Limitations on Disposition. Without in any way limiting the representations set forth above, Holder further agrees not to make any disposition of all or any portion of the Securities unless and until:

(a) There is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(b) Holder shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and if reasonably requested by the Company, Holder shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration under the Securities Act or any applicable state securities laws, provided that no such opinion shall be required for dispositions in compliance with Rule 144, except in unusual circumstances.

Notwithstanding the provisions of paragraphs (a) and (b) above, no such registration statement or opinion of counsel shall be necessary for a transfer by Holder to a partner (or retired partner) or member (or retired member) of Holder in accordance with partnership or limited liability company interests, or transfers by gift, will or intestate succession to any spouse or lineal descendants or ancestors, if all transferees agree in writing to be subject to the terms hereof to the same extent as if it was Holder.

5.6 Accredited Investor Status. Holder is an "accredited investor" as such term is defined in Rule 501 under the Securities Act.

5.7 Further Assurances. Holder agrees and covenants that at any time and from time to time it will promptly execute and deliver to the Company such further instruments and documents and take such further action as the Company may reasonably require in order to carry out the full intent and purpose of this Agreement and to comply with state or federal securities laws or other regulatory approvals.

6. Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, expressed or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Colorado as applied to agreements among Colorado residents, made and to be performed entirely within the State of Colorado, without giving effect to conflicts of laws principles.

6.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.4 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.5 Notices. All notices required or permitted hereunder and the Notes shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed telex, electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company at 1612 East Cape Coral Parkway, Cape Coral, Florida 33904; Attention General Counsel; Phone: (239) 443-1627; Email: jamesmay@richdadeducation.com; Fax: (239) 540-6501, and to Holder at 4330 N. Civic Center Plaza, Suite 100, Scottsdale, AZ 8521, Attn: CEO or at such other address(es) as the Company or Holder may designate by ten (10) days advance written notice to the other parties hereto.

6.6 Modification; Waiver. No modification or waiver of any provision of this Agreement or consent to departure therefrom shall be effective unless in writing and approved by the Company and Holder. Any provision of the Notes may be amended or waived by the written consent of the Company and Holder.

6.7 Expenses. The Company and Holder shall each bear its respective expenses and legal fees incurred with respect to this Agreement and the transactions contemplated herein.

6.8 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions of this Agreement shall not in any way be affected or impaired thereby and this Agreement shall nevertheless be binding between the Company and Holder.

6.9 Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to Holder, upon any breach or default of the Company under this Agreement or any Note shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character by Holder of any breach or default under this Agreement, or any waiver by any Holder of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in writing and that all remedies, either under this Agreement, or by law or otherwise afforded to the Holder, shall be cumulative and not alternative.

6.10 Entire Agreement. This Agreement and the Exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and no party shall be liable or bound to any other party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.

[Signature Page Follows]

In Witness Whereof, the parties have executed this **Royalty Payment Agreement** as of the date first written above.

Company:

Tigrent Inc.

By: _____
Name: ANTHONY HUMPAGE
Title: CEO.

Holder:

Rich Dad Operating Company, LLC

By: _____
Name:
Title:

SIGNATURE PAGE TO ROYALTY PAYMENT AGREEMENT

Exhibit A

Form of Convertible Promissory Note

THIS CONVERTIBLE PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. NO SALE OR DISPOSITION MAY BE EFFECTED EXCEPT IN COMPLIANCE WITH RULE 144 UNDER SAID ACT OR AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL FOR THE HOLDER SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE ACT OR RECEIPT OF A NO-ACTION LETTER FROM THE SECURITIES AND EXCHANGE COMMISSION.

CONVERTIBLE PROMISSORY NOTE

$[_____]
No. [__]

[DATE]
Cape Coral, Florida

For value received **Tigrent Inc.**, a Colorado corporation (***"Company"***), promises to pay to **Rich Dad Operating Company, LLC**, a Nevada limited liability company, or its assigns (***"Holder"***), the principal sum of $[_____] (the ***"Advance"***), due and payable on the dates and in the manner set forth below. This note (this ***"Note"***) is issued as part of a series of similar notes (collectively, the ***"Notes"***) to be issued pursuant to the terms of that certain Royalty Payment Agreement, dated as of [_____ _], 2013 (as amended, restated or otherwise modified from time to time, the ***"Agreement"***). Capitalized terms utilized but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

1. Principal Repayment. Unless this Note has been paid or converted in accordance with the terms of Section 3 below, the entire outstanding principal balance shall become fully due and payable on December 31, 2014 (the "***Maturity Date***"). All payments of principal shall be in lawful money of the United States of America to Holder. All amounts payable hereunder shall be payable at the office of Holder, _____, unless another place of payment shall be specified in writing by Holder. The Company may prepay, in cash, this Note or any portion of the principal amount thereof that is equal to [***], or an integral multiple of [***], prior to the Maturity Date without the consent of Holder.

2. Interest. This Note shall not bear interest, and the principal amount thereof shall not accrete.

3. Conversion. Upon a Change of Control, the outstanding principal balance of this Note shall automatically convert in whole without any further action by Holder into Preferred Stock at a conversion rate of one share of Preferred Stock per [***] principal amount of Notes. The Company shall not issue any fractional share of Preferred Stock upon conversion of the Notes and shall instead pay cash in lieu of any fractional share of Preferred Stock.

"Change of Control" shall mean: (i) any "person" as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the ***"Exchange Act"***) (other than the Company, any trustee or other fiduciary holding securities under any employee benefit plan of the Company, any company owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of common stock of the Company, or Investor), is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities; (ii) during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Company's Board of Directors (the ***"Board"***), and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in paragraphs (a), (c), or (d) of the Memorandum of Understanding dated as of [August 31, 2012], by and between Company and Holder) whose election by the Board or nomination for election by the Company's shareholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the two year period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the Board; (iii) a merger, consolidation, reorganization, or other business combination of the Company with any other entity (other than Holder), other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty percent (50%) of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, provided, however, that a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no person acquires thirty (30%) or more of the combined voting power of the Company's then outstanding securities shall not constitute a Change in Control; or (iv) the shareholders of the Company approve a plan of complete liquidation of the Company or the consummation of the sale or disposition by the Company of all or substantially all of Company's assets other than (x) the sale or disposition of all or substantially all of the assets of the Company to Holder or to a person or persons who beneficially own, directly or indirectly, at least fifty percent (50%) or more of the combined voting power of the outstanding voting securities of the Company at the time of the sale or (y) pursuant to a spin-off type transaction, directly or indirectly, of such assets to the shareholders of the Company.

4. Events of Default. If there shall be any Event of Default hereunder, at the option and upon the declaration of Holder and upon written notice to the Company (which election and notice shall not be required in the case of an Event of Default under Section 4(d) or 4 (e)), this Note shall accelerate and all principal and unpaid accrued interest shall become due and payable. The occurrence of any one or more of the following shall constitute an ***"Event of Default"***:

(a) The Company fails to pay timely any of the principal amount due under this Note on the date the same becomes due and payable;

(b) The Company shall default in its performance of any covenant under the Agreement and such default continues for a period of [***] days after notice has been delivered by Holder;

(c) The Company fails to comply with its obligation to convert the Notes in accordance with this Note and the failure continues for [***] days;

(d) The Company fails to repurchase this Note in accordance with Section 2 of the Agreement;

(e) The Company files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing; or

(f) An involuntary petition is filed against the Company (unless such petition is dismissed or discharged within sixty (60) days under any bankruptcy statute now or hereafter in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of the Company.

The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

5. Subordination. The indebtedness evidenced by this Note is subordinated in right of payment to the prior payment in full of any Senior Indebtedness in existence on the date of this Note. "***Senior Indebtedness***" shall mean, unless expressly subordinated to or made on a parity with the amounts due under this Note, all amounts due in connection with (a) indebtedness of the Company to Holder and Rich Global, LLC under that certain Credit Agreement, dated as of March 25, 2011 (as amended, resatated or otherwise modified from time to time), among the Company, Holder and Rich Global, LLC, (b) indebtedness of The Company to banks or other lending institutions regularly engaged in the business of lending money (excluding venture capital, investment banking or similar institutions and their affiliates, which sometimes engage in lending activities but which are primarily engaged in investments in equity securities), and (c) any such indebtedness or any debentures, notes or other evidence of indebtedness issued in exchange for such Senior Indebtedness, or any indebtedness arising from the satisfaction of such Senior Indebtedness by a guarantor.

6. Binding Effect. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Note, expressed or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Note, except as expressly provided in this Note.

7. Governing Law. This Note shall be governed by and construed under the laws of the State of Colorado, as applied to agreements among Colorado residents, made and to be performed entirely within the State of Colorado, without giving effect to conflicts of laws principles.

8. Modification; Waiver. No modification or waiver of any provision of this Note or consent to departure therefrom shall be effective unless in writing and approved by the Company and Holder. Any provision of the Notes may be amended or waived by the written consent of the Company and Holder.

9. Expenses. The Company and Holder shall each bear its respective expenses and legal fees incurred with respect to this Note and the transactions contemplated herein.

10. **Transfer.** This Note may be transferred only upon its surrender to the Company for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the Company. Thereupon, this Note shall be reissued to, and registered in the name of, the transferee, or a new Note for like principal amount and interest shall be issued to, and registered in the name of, the transferee. Principal shall be paid solely to the registered holder of this Note. Such payment shall constitute full discharge of the Company's obligation to pay such principal.

11. **Severability.** If any provision of this Note is determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions of this Note shall not in any way be affected or impaired thereby and this Note shall nevertheless be binding between the Company and Holder.

12. **Titles and Subtitles.** The titles and subtitles used in this Note are used for convenience only and are not to be considered in construing or interpreting this Note.

13. **No Rights as Stockholder.** This Note, as such, shall not entitle Holder to any rights as a stockholder of the Company.

*****

Tigrent Inc.

By: _____
Name:
Title:

Exhibit B

Form of Certificate of Designation

TIGRENT INC.

CERTIFICATE OF DESIGNATIONS
OF THE
SERIES A PREFERRED STOCK

PURSUANT TO SECTION 7-106-102 OF THE COLORADO BUSINESS CORPORATION ACT OF THE STATE OF COLORADO1

THE UNDERSIGNED, being the [_____] of **Tigrent Inc.**, a Colorado corporation (the ***"Company"***), in accordance with the provisions of Section 7-110-106 of the Colorado Business Corporation Act (the ***"CBCA"***) does hereby certify to the Secretary of State of the State of Colorado (the ***"Secretary"***) that, in accordance with Section 7-106-102 of the CBCA, the following resolution was duly adopted by the Board of Directors of the Company as of [●], 2013, creating a series of 25,000 shares of Preferred Stock designated as "Series A Preferred Stock":

RESOLVED, that pursuant to the authority expressly vested in the Board of Directors of the Company (the ***"Board of Directors"***) by Article Three of the Company's Articles of Incorporation, as amended (the ***"Articles"***), and Section 7-106-102 of the CBCA, a series of preferred stock (***"Preferred Stock"***), of the Company be and hereby is created, and that the designation and number of shares thereof and the voting and other powers, preferences and relative, participating, optional or other rights of the shares of such series and the qualifications, limitations and restrictions thereof are as follows:

Series A Preferred Stock

Designation and Number. A series of Preferred Stock, designated the "Series A Preferred Stock" (the ***"Series A Preferred Stock"***), is hereby established. The number of shares of Series A Preferred Stock initially shall be 25,000.

Rank. The Series A Preferred Stock will rank, with respect to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company: (i) senior to all classes or series of the Company's common stock (the ***"Common Stock"***), and all classes or series of capital stock of the Company now or hereafter authorized, issued or outstanding expressly designated as ranking junior to the Series A Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company; (ii) on parity with any class or series of capital stock of the Company expressly designated as ranking on parity with the Series A Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the Company; and (iii) junior to any class or series of capital stock of the Company expressly designated as ranking senior to the Series A Preferred Stock as to dividend rights and rights upon voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company. The term "capital stock" does not include convertible or exchangeable debt securities, which will rank senior to the Series A Preferred Stock prior to conversion or exchange. The Series A Preferred Stock will rank junior in right of payment to the Company's other existing and future debt obligations.

1 NTD: In connection with the filing of the Certificate of Designations, the applicable electronic form with the Colorado Secretary of State will be completed and filed.

Dividend Rights.

(a) Holders of Series A Preferred Stock, in preference to the holders of Common Stock, shall be entitled to receive, but only out of funds that are legally available therefor, cash dividends at the rate of one percent (1%) of the Original Issue Price (as defined below) per annum on each outstanding share of Series A Preferred Stock. Such dividends shall be payable only when, as and if declared by the Board of Directors.

(b) The "***Original Issue Price***" of the Series A Preferred Stock shall be one thousand dollars ($1,000) (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof).

(c) So long as any shares of Series A Preferred Stock are outstanding, the Company shall not pay or declare any dividend (whether in cash or property), or make any other distribution on the Common Stock, or purchase, redeem or otherwise acquire for value any shares of Common Stock, until all dividends as set forth in Section 3(a) above on the Series A Preferred Stock shall have been paid or declared and set apart, except for:

acquisitions of Common Stock by the Company pursuant to agreements that permit the Company to repurchase such shares at no more than cost upon termination of services to the Company;

acquisitions of Common Stock in exercise of the Company's right of first refusal to repurchase such shares; or

distributions to holders of Common Stock in accordance with Section 4.

(d) In the event dividends are paid on any share of Common Stock, the Company shall pay an additional dividend on all outstanding shares of Series A Preferred Stock in a per share amount equal (on an as-if-converted to Common Stock basis) to the amount paid or set aside for each share of Common Stock.

(e) The provisions of Sections 3(c) and 3(d) shall not apply to any repurchase of any outstanding securities of the Company that is approved by (i) the Board of Directors and (ii) the holders of a majority of Series A Preferred Stock.

Liquidation Preference.

(f) Upon any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary (a "***Liquidation Event***"), before any distribution or payment shall be made to the holders of any Common Stock, the holders of Series A Preferred Stock shall be entitled to be paid out of the assets of the Company legally available for distribution (or the consideration received by the Company or its stockholders in a Change of Control) for each share of Series A Preferred Stock held by them, an amount per share of Series A Preferred Stock equal to the Original Issue Price plus all declared and unpaid dividends on the Series A Preferred Stock. If, upon any such Liquidation Event, the assets of the Company shall be insufficient to make payment in full to all holders of Series A Preferred Stock of the liquidation preference set forth in this Section 4(a), then such assets (or consideration) shall be distributed among the holders of Series A Preferred Stock at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

(g) After the payment of the full liquidation preference of the Series A Preferred Stock as set forth in Section 4(a) above, the remaining assets of the Company legally available for distribution (or the consideration received by the Company or its stockholders in a Change of Control), if any, shall be distributed ratably to the holders of the Common Stock.

(h) A Change of Control (as defined below) shall be deemed a Liquidation Event for purposes of this Section 4.

For the purposes of this Section 4: ***"Change of Control"*** shall mean: (A) any "person" as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the ***"Exchange Act"***) (other than the Company, any trustee or other fiduciary holding securities under any employee benefit plan of the Company, any company owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of common stock of the Company, or Investor), is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities; (B) during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board of Directors, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in paragraphs (a), (c), or (d) of the Memorandum of Understanding dated as of August 31, 2012, by and between the Company and Rich Dad Operating Company, LLC, a Nevada limited liability company (***"Rich Dad"***)) whose election by the Board of Directors or nomination for election by the Company's shareholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the two year period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the Board of Directors; (C) a merger, consolidation, reorganization, or other business combination of Company with any other entity (other than holders of the Series A Preferred Stock), other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty percent (50%) of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, provided, however, that a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no person acquires thirty percent (30%) or more of the combined voting power of the Company's then outstanding securities shall not constitute a Change in Control; or (D) the shareholders of the Company approve a plan of complete liquidation of the Company or the consummation of the sale or disposition by the Company of all or substantially all of Company's assets other than (x) the sale or disposition of all or substantially all of the assets of the Company to holders of the Series A Preferred Stock or to a person or persons who beneficially own, directly or indirectly, at least fifty percent (50%) or more of the combined voting power of the outstanding voting securities of the Company at the time of the sale or (y) pursuant to a spin-off type transaction, directly or indirectly, of such assets to the shareholders of the Company.

In any Change of Control, if the consideration to be received is securities of a corporation or other property other than cash, its value will be deemed its fair market value as determined in good faith by the Board of Directors on the date such determination is made.

The Company shall not have the power to effect a Change of Control unless the definitive agreement for such transaction provides that the consideration payable to the stockholders of the Company in connection therewith shall be allocated among the holders of capital stock of the Company in accordance with this Section 4.

Voting Rights.

(i) Holders of the Series A Preferred Stock shall not have any voting rights, except as set forth in this Section 5.

(j) Each holder of shares of the Series A Preferred Stock shall be entitled to 1,000 votes per share of the Series A Preferred Stock and shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Company (the "***Bylaws***"). Except as otherwise provided herein or as required by law, the Series A Preferred Stock shall vote together with the Common Stock at any annual or special meeting of the stockholders and not as a separate class, and may act by written consent in the same manner as the Common Stock.

(k) Separate Vote of Series A Preferred Stock. For so long as any shares of Series A Preferred Stock remain outstanding (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof), in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of a majority of the outstanding Series A Preferred Stock shall be necessary for effecting or validating the following actions (whether by merger, recapitalization or otherwise):

Any agreement by the Company or its stockholders regarding a merger, sale of all or substantially all the assets, liquidation, dissolution or winding up of the Company (including a Change of Control (as defined in Section 4 hereof));

Any amendment, alteration, or repeal of any provision of the Articles (including any filing of a Certificate of Designation) or any agreement by the Company that alters or changes the voting or other powers, preferences, or other special rights, privileges or restrictions of the Series A Preferred Stock so as to affect them adversely;

Any increase or decrease in the authorized number of shares of Common Stock or Preferred Stock;

Any authorization or any designation (or any obligation to authorize or designate), whether by reclassification or otherwise, of any new class or series of stock or any other securities convertible into equity securities of the Company ranking on a parity with or senior to the Series A Preferred Stock in right of redemption, liquidation preference, voting or dividend rights or any increase in the authorized or designated number of any such class or series;

Any redemption, repurchase, payment or declaration of dividends or other distributions with respect to Common Stock or Preferred Stock other than dividends required pursuant to Section 3 hereof (except for acquisitions of Common Stock by the Company with the approval of the Board of Directors permitted by Section 3(c)(i), (ii) and (iii) hereof, and redemptions pursuant to Section 7 hereof);

Any amendment, alteration, or repeal of any provision of the Articles or the Bylaws of the Company;

Any increase or decrease in the authorized number of members of the Board of Directors.

Any transaction that encumbers all or substantially all of Company's property or business or grants an exclusive license for all or substantially all of its intellectual property, or

Any incurrence of indebtedness in excess of $1 million individually or $5 million in the aggregate in any 12-month period;

provided, that the restrictions in subclauses (viii) and (ix) shall not apply in connection with commercial credit arrangements, equipment financings or similar transactions with financial institutions, equipment lessors or similar entities, the terms of which are approved by the Board of Directors.

(l) Election of Board of Directors.

For so long as any shares of Series A Preferred Stock remain outstanding (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof) and the Licensing Agreement with and effective date of March 16, 2010 between the Company and Rich Dad is no longer effective, resulting in Rich Dad no longer being entitled to designate any member of the Board of Directors, then the holders of Series A Preferred Stock, voting as a separate class, shall be entitled to elect one (1) member of the Board of Directors at each meeting or pursuant to each consent of the Company's stockholders for the election of directors, and to remove from office such directors in accordance with applicable law and to fill any vacancy caused by the resignation, death or removal of such directors.

The holders of Common Stock and Series A Preferred Stock, voting together as a single class on the basis of 1,000 votes per share of Series A Preferred Stock, shall be entitled to elect all remaining members of the Board of Directors at each meeting or pursuant to each consent of the Company's stockholders for the election of director, and to remove from office such directors in accordance with applicable law and to fill any vacancy caused by the resignation, death or removal of such director.

Notwithstanding the provisions of Section 7-108-110 of the CBCA, any vacancy, including newly created directorships resulting from any increase in the authorized number of directors or amendment of the Articles, and vacancies created by removal or resignation of a director, may be filled pursuant to the procedures in the Bylaws; provided, however, that where such vacancy occurs among the directors elected by the holders of a class or series of stock, the holders of shares of such class or series may override the Board of Directors' action to fill such vacancy by (i) voting for their own designee to fill such vacancy at a meeting of the Company's stockholders or (ii) written consent, if the consenting stockholders hold a sufficient number of shares to elect their designee at a meeting of the stockholders in which all members of such class or series are present and voted. Any director may be removed during his or her term of office without cause, by, and only by, the affirmative vote of the holders of the shares of the class or series of stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders, and any vacancy thereby created may be filled by the holders of that class or series of stock represented at the meeting or pursuant to written consent. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director.

Conversion Rights. The Series A Preferred Stock will not be convertible into Common Stock or any other securities of the Company.

Redemption.

(m) The Company, to the extent it may lawfully do so, may redeem any or all of the Series A Preferred Stock at any time as follows:

At least thirty (30) days but no more than sixty (60) days prior to the date of redemption (the ***"Redemption Date"),*** the Company shall send written notice (a ***"Redemption Notice")*** to all holders of Series A Preferred Stock setting forth (A) the total amount to be paid for the Series A Preferred Stock for the shares to be redeemed (the ***"Redemption Price");*** and (B) the place at which such holders may obtain payment of the Redemption Price upon surrender of their share certificates.

The Company shall effect such redemption on the Redemption Date by paying in cash in exchange for the shares of Series A Preferred Stock to be redeemed on the Redemption Date a sum equal to the Original Issue Price per share of Series A Preferred Stock plus declared and unpaid dividends with respect to such shares.

(n) On or prior to the Redemption Date, the Company shall deposit the Redemption Price of all shares to be redeemed with a bank or trust company having aggregate capital and surplus in excess of $100,000,000, as a trust fund, with irrevocable instructions and authority to the bank or trust company to pay, on and after such Redemption Date, the Redemption Price of the shares to their respective holders upon the surrender of their share certificates. The balance of any funds deposited by the Company pursuant to this Section 7(b) remaining unclaimed at the expiration of one (1) year following such Redemption Date shall be returned to the Company promptly upon its written request.

(o) On or after the Redemption Date, each holder of shares of Series A Preferred Stock to be redeemed shall surrender such holder's certificates representing such shares to the Company in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price of such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be canceled. From and after such Redemption Date, unless there shall have been a default in payment of the Redemption Price or the Company is unable to pay the Redemption Price due to not having sufficient legally available funds, all rights of the holder of such shares as holder of Series A Preferred Stock (except the right to receive the Redemption Price without interest upon surrender of their certificates), shall cease and terminate with respect to such shares; provided that in the event that shares of Series A Preferred Stock are not redeemed due to a default in payment by the Company or because the Company does not have sufficient legally available funds, such shares of Series A Preferred Stock shall remain outstanding and shall be entitled to all of the rights and preferences provided herein until redeemed.

Record Holders. The Company and its transfer agent may deem and treat the record holder of any Series A Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Company nor its transfer agent shall be affected by any notice to the contrary.

Registration Rights. Holders of the Series A Preferred Stock will not have any registration rights with respect to the Series A Preferred Stock.

No Maturity or Sinking Fund. The Series A Preferred Stock has no maturity date, no sinking fund has been established for the retirement or redemption of Series A Preferred Stock, and the Company is not required to redeem the Series A Preferred Stock at any time.

Exclusion of Other Rights. The Series A Preferred Stock shall not have any preferences, conversion or other rights, registration rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption other than as expressly set forth in the Articles and this Certificate of Designations.

Headings of Subdivisions. The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

Severability of Provisions. If any preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series A Preferred Stock set forth in the Articles and this Certificate of Designations are invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of Series A Preferred Stock set forth in the Articles which can be given effect without the invalid, unlawful or unenforceable provision thereof shall, nevertheless, remain in full force and effect and no preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends or other distributions, qualifications or terms or conditions of redemption of the Series A Preferred Stock herein set forth shall be deemed dependent upon any other provision thereof unless so expressed therein.

No Preemptive Rights. No holder of Series A Preferred Stock shall be entitled to any preemptive rights to subscribe for or acquire any unissued shares of capital stock of the Company (whether now or hereafter authorized) or securities of the Company convertible into or carrying a right to subscribe to or acquire shares of capital stock of the Company.

Legends. All of the Series A Preferred Stock will bear a legend substantially to the following effect, unless otherwise agreed by the Company and the holder thereof:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, THE HOLDER AGREES (1) THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE SECURITY EVIDENCED HEREBY, EXCEPT (A) TO THE ISSUER OR A SUBSIDIARY OF THE ISSUER; (B) UNDER A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT AND CONTINUES TO BE EFFECTIVE AT THE TIME OF SUCH RESALE OR TRANSFER; (C) TO A PERSON THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A ADOPTED UNDER THE SECURITIES ACT) THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ANOTHER QUALIFIED INSTITUTIONAL BUYER AND TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, ALL IN COMPLIANCE WITH RULE 144A (IF AVAILABLE); (D) OUTSIDE OF THE UNITED STATES IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 904 UNDER THE SECURITIES ACT; OR (E) UNDER ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT; IN EACH CASE IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION; (2) THAT IT WILL, PRIOR TO ANY TRANSFER OF THIS SECURITY, FURNISH TO THE TRANSFER AGENT AND THE ISSUER SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS MAY BE REQUIRED TO CONFIRM THAT SUCH TRANSFER IS BEING MADE PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT; AND (3) THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY OR AN INTEREST HEREIN IS TRANSFERRED A NOTICE AS TO THE ABOVE RESTRICTIONS.

*****

The Series A Preferred Stock has been classified and designated by the Board of Directors under the authority contained in the Articles.

This Certificate of Designations has been approved by the Board of Directors in the manner and by the vote required by law.

This Certificate of Designations shall be effective at the time the Secretary accepts this Certificate of Designations for record.

The undersigned [_____] of the Company acknowledges this Certificate of Designations to be the corporate act of the Company and, as to all matters or facts required to be verified under oath, the undersigned [_____] acknowledges that to the best of [his/her] knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

[SIGNATURE PAGE FOLLOWS]

Exhibit 10.6

RICH DAD OPERATING COMPANY, LLC
LICENSE AGREEMENT

This **Rich Dad Operating Company, LLC License Agreement** (this **"Agreement")** by and between **Rich Dad Operating Company, LLC,** a Nevada limited liability company **("Licensor")** and **Tigrent Inc.,** a Colorado corporation (the **"Licensee"),** is entered into as of **September 1, 2013** (the "Effective Date").

WHEREAS, Licensee is in the business of developing, producing, marketing and delivering adult educational curricula on real estate investment, business development, entrepreneurship, financial investment, asset protection, and personal development;

WHEREAS, Licensor owns or otherwise possesses exclusive licenses for certain copyrights, trademarks, patents, and other valuable rights, and the right to license those rights to others;

WHEREAS, Licensor and Licensee wish to conduct business together to create, market and promote a Rich Dad Education branded curricula in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Capitalized words and phrases used in this Agreement that are not otherwise defined herein shall have the meanings set forth below:

1.1. The term **"Affiliate"** means an entity controlling, controlled, or under common control with a party. For these purposes, "control" means: (a) the possession, directly or indirectly, of the power to direct the management or policies of an entity, whether through the ownership of voting securities, by contract or otherwise; or (b) the ownership, directly or indirectly, of at least fifty percent (50%) of the voting securities or other ownership interest of an entity.

1.2. The term **"Business"** means developing, marketing, selling, and/or conducting Licensor-branded educational products and services in the **Field** through any form of communication or media including, but not limited to, **Trainings.**

1.3. The term **"Cash Sales"** shall mean the gross cash proceeds actually received by Licensee from the sale of Trainings as the result of a "Rich Dad" branded marketing campaign conducted by Licensee that uses any combination of (i) the **Licensed Marks** (as defined below), (ii) the name, image, or likeness of any of the **Rich Dad Personalities** (as defined below) or **Rich Dad Advisors** (as defined below), or (iii) any **"Rich Dad"** copyrighted or trademarked intellectual property of Licensor, including by way of example, and not limitation, books, video recordings, and audio recordings of any of the Rich Dad Personalities. Cash Sales shall exclude any merchant fees, taxes, shipping, refunds (e.g., returns, right of rescission, NSF checks, and credit card chargebacks), rebates, bad debt and any sums paid to Legacy Learning, LLC, a Delaware limited liability company, dba Professional Education Institute **("PEI").**

CERTAIN PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT UNDER RULE 24B-2 UNDER THE SECURITIES EXCHANGE ACT OF 1934. OMISSIONS ARE DESIGNATED [***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

1.4. The term **"Confidential Information"** means any and all information that is not readily ascertainable by proper means and which derives economic value, actual or potential from not being generally known and which has been the subject of efforts that are reasonable under the circumstances to maintain its secrecy. All information relating to the products or operations of a party, which is provided to the other party, or to which the other party otherwise obtains access, pursuant to, or as a result of, this Agreement shall be treated as Confidential Information hereunder, except such information which the other party can clearly show: (a) at the time of this Agreement is publicly and openly known; (b) after the date of this Agreement becomes publicly and openly known through no fault of the other party; (c) comes into the other party's possession and lawfully obtained by the other party from a source other than from the party or a source deriving from the party, and not subject to any obligation of confidentiality or restrictions on use; or (d) is approved for release by written authorization of the other party.

1.5. The term **"Customer Data"** means documents and other media (whether in human or machine readable form) containing information, regarding customers and prospective customers. Without limiting the generality of the foregoing, the term "Customer Data" shall include customer lists and personally identifiable information about customers and prospective customers.

1.6. The term **"Educational Materials"** means all advertising and promotional materials, handouts, workbooks, presentations, manuals, software programs, and any other literature or material and other collateral items employed, provided, distributed, sold, or otherwise made available in connection with the Business, in any form of communication or media and whether or not in machine or human readable format.

1.7. The term **"Exclusive Field of Use"** means live, on-line, or on-demand seminars, webinars, and training courses in the Field delivered through any form of communication or media. Excluded from the Exclusive Field of Use are: (i) live, in-person seminars of any kind conducted by Licensor or any affiliate of Licensor at which any of the following are featured speakers: any of the Rich Dad Personalities, or any Rich Dad Advisor; and (ii) live, in-person classes taught in schools (K-12), colleges or universities to matriculated students as part of an academic curriculum.

1.8. The term **"Field"** means real estate investing, business strategies, stock market investment techniques, stock/paper assets, cash management, asset protection, entrepreneurship and other financially-oriented subjects.

1.9. The term "**Licensed Intellectual Property"** means individually, collectively or in any combination, Licensor's patents (whether issued or pending), copyrights (whether registered or not), trademarks and trade names (whether registered or unregistered); as well as concepts, developments, trade secrets, methods, systems, programs, improvements, inventions, data and information (whether in perceivable or machine-readable form), source code, works of authorship and products whether or not patentable, copyrightable, or susceptible to any other form of protection, and whether or not reduced to practice or designated by Rich Dad as Licensed Intellectual Property, including, but not limited to the (a) the Proprietary Materials and Information, (b) the Licensed Marks and (c) the name, image, and likeness of the **Rich Dad Personalities.**

1.10. The term **"Licensed Marks"** means the Licensor's current and future trademarks, service marks, and trade dress including.

1.11. The term **"Proprietary Materials and Information" means any and all** material provided to Licensee by or on behalf of Licensor, including but not limited to customer lists, products, trade secrets, source codes, development platforms, server system configuration diagrams, lobby server specifications and programs, middleware, Application Program Interface data for middleware or otherwise, unpublished artwork, tools, data and contents related to artwork, whether 2- or 3- dimensional, all original and secondary audio or visual data, as well as any and all other Licensed Intellectual Property and/or information which: (i) is provided to Licensee by or on behalf of Licensor or to which Licensee is provided access by or on behalf of Licensor, (ii) is created developed, or otherwise generated by or on behalf of Licensor, (iii) concerns or relates to any aspect of Licensor business or products, or (iv) is, for any reason, identified or otherwise marked by Licensor as confidential; except such information which Licensee can show, clearly and convincingly: (1) is at the time of disclosure, publicly and openly known as of the Effective Date of this Agreement, **(2)** becomes publicly and openly known through no fault of Licensee, or (3) is in Licensee's possession and documented prior to the commencement of the relationship between the parties, lawfully obtained by Licensee from a source other than from Licensor, and not subject to any obligation of confidentiality or restrictions on use, or **(4)** is approved for release by written authorization of Licensor.

1.12. The term **"Rich Dad Advisors"** means " means any authors or co- authors of a work in the **"Rich Dad", "Rich Dad Advisors", "Rich Family", "Rich Woman ", "Rich Life"** or similar series of books and all other individuals or concerns directly or in directly related to **"Rich Dad", "Rich Dad Advisors", "Rich Family", "Rich Woman", "Rich Life"** or affiliated brands which may be designated by either Robert T. Kiyosaki or Kim Kiyosaki in his or her sole discretion.

1.13. The term **"Rich Dad Personalities"** shall mean Robert Kiyosaki and Kim Kiyosaki.

1.14. The term **"Term"** means the period of time from the Effective Date until the Agreement is terminated as provided in Section 8 hereof.

1.15. The term **"Territory"** shall mean **worldwide.**

1.16. The term **"Trainings"** shall mean Licensor-branded in person or remote product offerings in the Field to one or more recipients, including seminars, webinars and other computer or internet based trainings, and mentoring as may be offered by Licensee in the conduct of the Business in the Territory and for which a fee is charged by Licensee.

ARTICLE II
GRANT OF LICENSE

2.1. Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, the sole and exclusive right and license in and to the Licensed Intellectual Property for the purpose of allowing Licensee to (i) develop and create Educational Materials and (ii) conduct the Business in the Territory by itself and through its subsidiaries and affiliates. Such license shall include, but shall not be limited to, the right to make, use, reproduce, modify, adapt, create derivative works of, translate, distribute (directly and indirectly), transmit, display and perform publicly, license, rent, lease, export, import, offer for sale, sell and commercially exploit the Licensed Intellectual Property, in whole or in part. Licensor understands that Licensee intends to use the Licensed Intellectual Property, at its sole discretion, in connection with the Business. Licensee may, but is not obligated to, to display Licensee's copyright notice on any works or materials containing the License Marks.

2.2. Licensee has the right to modify the Licensed Intellectual Property and to create derivative works (the **"Derivative Works");** provided that such Derivative Works may be used, copied, distributed, performed and/or displayed only in connection with the Business; and provided further that Licensee will not distribute or sublicense products embodying the Derivative Works other than to end users for personal use only and not for re-sale, distribution or re-licensing. Licensee will be deemed the owner of all Derivative Works.

ARTICLE III
LIMITATIONS, RESTRICTIONS, COVENANTS

3.1 During the Term, the Licensee shall not use the Licensed Intellectual Property other than as permitted by this Agreement.

3.2 Licensor shall not, during the Term grant any third party a license to use the Licensed Intellectual Property within the Exclusive Field of Use. During the term of this Agreement, neither Licensor nor any of its Affiliates may (1) engage, directly or indirectly, in the Exclusive Field of Use, or (2) contact, solicit, or direct any person or entity to contact or solicit, any of the customers of Licensee (or customers set forth in the Customer Data) for the purpose of providing any products or services that are the same or similar to those offered by the Licensee in the Business.

3.3 Licensee may distribute goods and services embodying the Licensed Intellectual Property to end users for personal use only and not for resale, distribution or re-licensing by such end users.

3.4 Licensee acknowledges and agrees that, except as otherwise specifically provided for herein, this Agreement grants Licensee no title or right of ownership in or to the Licensed Intellectual Property. Licensee shall not at any time do or cause to be done any act, omission, or thing contesting or in any way impairing or tending to impair any part of Licensor's right, title and interest in the Licensed Intellectual Property.

3.5 In the event Licensee shall be deemed to have acquired any ownership rights in the Licensed Intellectual Property, the Licensee shall assign, and agrees to execute all documents reasonably requested by Licensor to assign, all such rights in the Licensed Intellectual Property to Licensor or its nominee.

3.6 Licensee acknowledges the validity of the Licensed Marks. The Licensed Marks (and all versions and derivatives thereof) are owned by Licensor and shall be and remain the exclusive property of Licensor. All rights in and to the Licensed Marks other than those specifically granted to the Licensee herein, are reserved to Licensor for its own use and benefit. The Licensee shall not acquire any ownership rights in or to the Licensed Marks.

3.7 Licensee shall own all work product including, but not limited to, ideas, any and all concepts, inventions, designs, trademarks, tradenames, service marks, trade dress, logos, course content, Educational Materials, Customer Data (including client lists) generated through the conduct of the Business, programs, software, reports, or other intellectual property and tangible work product, produced by Licensee or any of its Affiliates or their officers, directors, employees, agents, or consultants pursuant to this Agreement, and all prior drafts, derivations or versions thereof, regardless of whether such were incorporated into the Business (collectively "Work Product"), shall be and remain the sole and exclusive property of Licensee when produced. No license or right is granted hereunder at any time from Licensee to Licensor whether expressly or by implication, estoppel or otherwise, arising out of or related to Licensee conduct of the Business or any Work Product.

ARTICLE IV
CONFIDENTIALITY

4.1 Each party acknowledges the other's Confidential Information is unique and valuable and was developed or otherwise acquired by the other at great expense, and that any unauthorized disclosure or use of the other's Confidential Information would cause the other irreparable injury loss for which damages would be an inadequate remedy. The party agrees to hold such Confidential Information in strictest confidence, to use all efforts reasonable under the circumstances to maintain the secrecy thereof, and not to make use thereof other than in accordance with this Agreement, and not to release or disclose Confidential Information to any third party without the other's prior written consent, subject to a court order, or subject to a sublicense consistent with this Agreement and requiring the sublicensee to maintain the Confidential Information in strictest confidence, to use all efforts reasonable under the circumstances to maintain the secrecy thereof, not to make use thereof other than in accordance with the sublicense Agreement, and not to release or disclose Confidential Information to any third party without the other's prior written consent.

4.2 Each party further acknowledges that any violation of this Section 4. shall constitute a material breach of this License Agreement resulting in irreparable injury to the non-breaching party and agree that, in addition to any and all other rights available to the non-breathing party by law or by this Agreement, the non-breaching party shall have the right to have an injunction entered against the party to enjoin any further violations of this Agreement.

ARTICLE V
LICENSE FEES AND REPORTING

5.1 In consideration of the Licenses granted hereunder, the Licensee shall pay to Licensor a royalty in the amount of 5% of the Licensee's Cash Sales. Royalties with respect to Cash Sales shall be paid monthly to Licensor within [***] of the end of the applicable month. Payments will be made in U.S. Dollars.

5.2 Licensee shall render to Licensor, a written statement, in such form as Licensor may reasonably request, setting forth the Trainings sold during each month Accounting Period, the applicable sales price, and such other information as Licensor may reasonably request to verify the royalty payments due hereunder. Such statement shall be provided whether or not a royalty payment for the Accounting Period is to be made. The Licensee shall keep such written records respecting the sales of Trainings as Licensor may reasonably request so that royalties payable hereunder may be accurately determined, and shall permit such records to be examined by Licensor or its authorized representative upon reasonable prior written notice at any reasonable time during regular business hours to verify the records, reports and payments herein provided.

5.3 Licensee shall be responsible for, and shall pay, all sales, value added and similar taxes, if any, which may be imposed on any receipts of the Trainings sold hereunder, as well as any other tax based upon Licensee's use of the Licensed Intellectual Property in connection with the Business.

5.4 Notwithstanding the foregoing, subject to and in accordance with the terms and conditions of that certain Royalty Payment Agreement dated March 15, 2013 ("RPA") by and between Licensee as "Company" and Licensor as "Holder" (which RPA Licensor and Licensee hereby each ratify and affirm), Licensee may, at its option, issue and deliver and Licensor agrees to accept at a convertible promissory note in substantially the form provided for in the RPA (each, a ***"Note"*** and collectively, the ***"Notes")*** as payment for up to fifty percent (50%) of each royalty payment owing under the terms of the Licensing Agreement. In addition, the Licensee may, with the consent of Licensor, issue and deliver and Licensor agrees to accept a Note as payment for up to one hundred percent (100%) of each royalty payment owing under the terms of the Licensing Agreement. The principal amount of each Note shall equal the portion of such royalty payment that the Company has elected to pay via a Note. Each Note shall automatically convert into shares of Preferred Stock upon a Change of Control as provided in such Note. For purposes of this Agreement, the term ***"Preferred Stock"*** shall mean shares of the Company's Series A Preferred Stock pursuant to the Certificate of Designation in substantially the form attached provided for in the RPA (the ***"Certificate of Designation").*** In the event of a conflict between the terms and conditions of this Agreement and those of the RPA, the term and conditions of the RPA shall control. Licensor and Licensee agree that any subsequent cash payment of royalties under this Agreement shall first be applied to any outstanding balances on the Notes on a first in, first out basis.

5.5 LICENSOR ACKNOWLEDGED AND AGREES THAT NO REPRESENTATIONS OR STATEMENTS OF ACTUAL, AVERAGE, PROJECTED OR FORECASTED SALES, PROFITS, ROYALTIES, OR EARNINGS HAVE BEEN MADE WITH RESPECT TO THE BUSINESS CONTEMPLATED BY THIS AGREEMENT.

ARTICLE VI
LICENSEE'S ADDITIONAL OBLIGATIONS

6.1 Licensee shall meet the following performance standards:

6.1.1 Timeliness. Service Level/Average Speed of Answer. This is how quickly the average telephone call is answered. Licensee's goal is to answer [***] calls within [***]**.**

6.1.2 Abandonment or percentage of calls not answered. Licensee's goal is less than [***] **should abandon within** [***] of the execution of the definitive license agreement, [***] and [***]**.** Licensee will test announcing current hold time to anyone who is placed on hold.

6.1.3 Responsiveness to satisfy customers who call/write or e-mail or otherwise communicate with a concern or complaint. Licensee's goal shall be to have an initial response within [***] of the time. The goal is to conclude the complaint handling, which would include the customer being notified and agreeing to the handling as quickly as possible. Licensee's goal is to resolve [***] of its complaints within [***]**.** Refund requests received in writing will be resolved, meaning an official determination on the refund will be issued within [***] of the time. Should the customer issue a rebuttal to the determination, the process will start over again the date of the written rebuttal.

6.1.4 Lagging Indicators. Those indicators that if managed correctly, should lead to a reduction in certain areas of customer complaints and a resultant rise in overall customer satisfaction.

6.1.5 Source of Complaints. Customer Complaints from the following sources should be reviewed and categorized in order to understand how the organizations of people or processes need to be improved to avoid receiving a similar complaint in the future:

a. Any of the Rich Dad Personalities
b. Licensor
c. Any Attorney General Complaint
d. Any Complaint from a Private Attorney
e. Any Better Business Bureau **("BBB")** Complaint

6.2. Licensee shall report on each of the above performance standards on a weekly basis, in a form suitable to Licensor, in Licensor's discretion, subject to change by Licensor from time-to-time.

ARTICLE VII
QUALITY CONTROL

7.1. Licensee shall provide Licensor, without charge, additional samples of each item of Educational Materials from time to time as Licensor may request.

7.2. At the expense of Licensee, Licensor shall have the right to audit seminar quality through attendance as follows: Up to [***] fulfillment seminars per year and up to [***] advanced training seminars per year.

7.3. Licensor shall provide Licensee with access to at least [***] Licensor employee with current knowledge of Licensor, the Licensed Intellectual Property, and Licensor's brand marketing strategies.

7.4. Licensee shall provide Licensor, and the Rich Dad Personalities access to Licensee employees, subject matter experts and independent contractors for the purpose of providing feedback between the parties related to seminar content and presentations, marketing and advertising review support, and product development and integration related to the Licensor brand and Licensor customers; provided that Licensor and Licensor's Affiliates shall not directly or indirectly solicit, hire or interfere with the relationship of Licensee and such employees and to keep confidential any information relating to Licensee and furnished to Licensor, using the same degree of care as Licensee uses to protect its own confidential information. Notwithstanding the foregoing, Licensor may also work with subject matter experts and independent contractors on activities, events and projects unrelated to Licensee.

ARTICLE VIII
BOARD MEMBERSHIP

8.1. Licensor and Licensee each acknowledge and agree that Licensee, acting through its Board of Directors, appointed Anthony C. Humpage to the Licensee's Board of Directors as the Licensor's Designee. Henceforth, Licensee agrees to (i) include in its annual proxy statements (or any other solicitations of stockholder consent) the nomination and recommendation of the BOD that the shareholders approve the re-election or appointment, as the case may be, of the Licensor Designee to the Licensee's Board of Directors and (ii) use its reasonable best efforts to obtain such approval.

8.2. If at any time Licensor shall notify Licensee of its desire to remove, with or without cause, any Licensor Designee, the Licensee, as the case may be, shall use its reasonable best efforts to cause the removal of such Licensor Designee from the Licensee Board.

8.3. If at any time any Licensor Designee ceases to serve on the Licensee Board (whether by reason of death, resignation, removal or otherwise), Licensor shall be entitled to designate a successor director to fill the vacancy created thereby, Licensee shall use its best efforts without any undue delay to cause such successor to become a director of the Licensee, respectively.

8.4. Licensee covenants and agrees that so long as the Licensor Designee shall continue to serve on the Licensee's Board of Directors, and thereafter so long as the Licensor Designee shall be subject to any possible proceeding by reason of the fact that the Licensor Designee served on the Licensee's Board of Directors, Licensee, subject to Section 8.4..1, shall promptly obtain and maintain in full force and effect Director's and Officer's liability insurance ("D&O Insurance") in reasonable amount, but not event less than [***], from established and reputable insurers. In all policies of D&O Insurance, the Licensor Designee shall be named as an insured in such a manner as to provide the Licensor Designee the same rights and benefits as are accorded to the most favorably insured of the Licensee director. Upon reasonable request, Licensee shall provide Licensor Designee or his or her counsel with a copy of all D&O Insurance applications, binders, policies, declarations, endorsements and related materials.

8.5 Section 8.4 notwithstanding, the Licensee shall have no obligation to obtain or maintain D&O Insurance if the Licensee's Board of Directors determines in good faith by a two thirds (2/3) majority of its members, that the premium costs for such insurance are substantially disproportionate to the amount of coverage provided, the coverage provided by such insurance is limited by exclusions so as to provide an insufficient benefit, or the Licensee is covered by similar insurance maintained by a subsidiary of Licensee. In making any determination to eliminate or reduce D&O Insurance coverage, the Board shall seek the advice of independent legal counsel or other advisors experienced in the review and analysis of D&O coverage.

8.6. Promptly after (i) learning of facts and circumstances that may give rise to a proceeding, Licensee shall notify its D&O Insurance carriers, if such notice required by the applicable policies, and any other insurance providing applicable insurance coverage to the Licensee, of such facts and circumstances, or (ii) receiving notice of a proceeding, whether from Licensor Designee or otherwise, Licensee shall give prompt notice to its D&O Insurance carriers and any other insurance providing applicable insurance coverage to the Licensee in accordance with the requirements of the respective insurance policies. Licensee shall thereafter take all appropriate action to cause such insurance carriers to pay on behalf of Licensor Designee, all expenses incurred or to be incurred, and liability incurred, by Licensor Designee with respect to such proceedings in accordance with the terms of the applicable D&O Insurance policies.

8.7. Any of obligation of Licensee pursuant to this Article VIII (other than Sections 8.4 and 8.6, which shall survive according to their terms) shall be effective following the Effective Date and shall terminate and be of no further force or effect upon the expiration or early termination of this Agreement.

ARTICLE IX
WARRANTIES AND REPRESENTATIONS

9.1 Licensor warrants and represents that:

9.1.1 It is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of Nevada with all requisite power and authority to execute, deliver and perform this Agreement.

9.1.2 All necessary actions on the part of Licensor have been duly taken to authorize the execution, delivery, and performance of the Agreement by Licensor.

9.1.3 This Agreement has been duly authorized, executed, and delivered by Licensor, constitutes the legal, valid, and binding obligation of Licensor and is enforceable in accordance with its terms.

9.1.4 It has the right to grant the licenses and enter into this Agreement without seeking the approval or consent of any third party and without payments to any third party;

9.1.5 There are no existing or threatened claims or proceedings by any entity relating to the Licensed Intellectual Property or challenging Licensor's ownership of the same;

9.1.6 None of the Licensed Intellectual Property are subject to any outstanding order, decree, judgment, stipulation, written restriction, undertaking or agreement limiting the scope or use of the Licensed Intellectual Property or declaring any of it abandoned;

9.1.7 The Licensed Intellectual Property, or any portion thereof, does not interfere with, infringe, or misappropriate, or violate the intellectual property right of any third party and Licensor has not received any charge, complaint, claim, or notice alleging any such interference, infringement, misappropriation or violation nor does Licensor have any knowledge that any such charge or claim may be forthcoming; and

9.1.8 Any trade secrets comprising part of the Licensed Intellectual Property have been properly maintained as trade secrets.

9.2 Licensee warrants and represents that:

9.2.1 It is a corporation duly organized, validly existing, and in good standing under the laws of the state of Colorado, with all requisite corporate power and authority to execute, deliver and perform this Agreement.

9.2.3 All necessary corporate proceedings of Licensee have been duly taken to authorize the execution, delivery, and performance of the Agreement by Licensee.

9.2.4 This Agreement has been duly authorized, executed, and delivered by Licensee, constitutes the legal, valid, and binding obligation of Licensee and is enforceable in accordance with its terms.

9.2.5 Licensee has all rights necessary and is fully authorized to enter into and perform under this Agreement; and

9.2.6 There are no existing or threatened claims or proceedings by any entity against Licensee that would impair Licensee's ability to perform under this agreement.

ARTICLE X
TERM AND TERMINATION

10.1 The license hereunder shall commence upon the Effective Date and shall expire on the fifth (5^{th}) anniversary thereof; provided however, that if the effective date is not the first day of a calendar month then the Term shall expire on the last day of the calendar month in which fifth anniversary of the Effective Date occurs. Notwithstanding the foregoing, the Term shall automatically renew for successive one year periods unless either party provided written notice of termination not less than three (3) months prior to the expiration of the then current Term unless sooner terminated pursuant to Section 10.2.

10.2 The license hereunder may be terminated at any time:

10.2.1. By either party in the event of a breach of this Agreement by another party that is susceptible of cure, immediately, upon the end of a 30-day period after written notice of such breach to the breaching party, if such breach is not cured within the 30-day period; provided, however, as long as the breaching party is diligently attempting to cure such breach for such 30-day period, such cure period shall be extended by an additional period as may be required to cure such violation, but in no event more than an additional 30 days.

10.2.2. By either party, immediately, if the other party becomes insolvent, makes an assignment for the benefit of its creditors, or becomes the subject of any bankruptcy or insolvency proceedings, and such proceedings are not removed within sixty (60) days of their initiation.

10.2.3. By either party, if the other party ceases to do business.

10.2.4. By Licensee, immediately, in the event Licensee is enjoined from using any of the Licensed Intellectual Property by a court of competent jurisdiction.

10.2.5. By Licensee, upon the occurrence of a **Change in Control Of Licensor Event.** For the purposes of this Agreement, the term "Change in Control of Licensor Event" shall mean"

10.2.5.1. any person (other than any of the Rich Dad Personalities, or any company owned, directly or indirectly, by the Rich Dad Personalities in substantially the same proportions as their membership interests of Licensor), is or becomes the **Owner** (as hereinafter defined), directly or indirectly, of membership interests of Licensor representing fifty percent (50%) or more of the membership interests of Licensor;

10.2.5.2. a merger, consolidation, reorganization, or other business combination of Licensor with any other entity, other than a merger or consolidation which would result in the membership interests of the Rich Dad Personalities existing immediately prior thereto continuing to represent (either by continuing to exist or by being converted into membership interests or voting securities, as the case may be, of the surviving entity) more than fifty percent (50%) of the combined membership interests or voting power of the voting securities of Licensor or such surviving entity outstanding immediately after such merger or consolidation; or

10.2.5.3. the members of Licensor approve a plan of complete liquidation of Licensor or the consummation of the sale or disposition by Licensor of all or substantially all of Licensor's assets other than (x) the sale or disposition of all or substantially all of the assets of Licensor to a person or persons who the Owner, directly or indirectly, of at least fifty percent (50%) or more of the combined membership interests of Licensor at the time of the sale or (y) pursuant to a spinoff type transaction, directly or indirectly, of such assets to the members of Licensor.

10.2.5.4. For the purposes of this Section 10.2.5, the term "Owner" means any person who, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise has or shares (i) the power to vote, or to direct the voting of such membership interest, or (ii) the power to dispose, or to direct the disposition of, such membership interest.

10.3 Notwithstanding anything else in this Agreement to the contrary, the Term of this Agreement shall terminate, without further action of either Licensor or Licensee, upon the occurrence of a **Change in Control of Licensee Event.** For the purposes of this Agreement, the Term "Change in Control of Licensee Event" shall mean:

10.3.1. any "person" as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended, (other than Licensor, Licensee, any trustee or other fiduciary holding securities under any employee benefit plan of Licensee, or any company owned, directly or indirectly, by the shareholders of Licensee in substantially the same proportions as their ownership of common stock of Licensee), is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of Licensee representing fifty percent (50%) or more of the combined voting power of Licensee's then outstanding securities;

10.3.2. during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with Licensee to effect a transaction described in paragraph (a), (c), or (d) of this Section) whose election by the Board or nomination for election by Licensee's shareholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the two-year period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the Board;

10.3.3. a merger, consolidation, reorganization, or other business combination of Licensee with any other entity, other than a merger or consolidation which would result in the voting securities of Licensee outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty percent (50%) of the combined voting power of the voting securities of Licensee or such surviving entity outstanding immediately after such merger or consolidation; provided, however, that a merger or consolidation effected to implement a recapitalization of Licensee (or similar transaction) in which no person acquires thirty percent (30%) or more of the combined voting power of Licensee's then outstanding securities shall not constitute a Change in Control; or

10.3.4. the shareholders of Licensee approve a plan of complete liquidation of Licensee or the consummation of the sale or disposition by Licensee of all or substantially all of Licensee's assets other than (x) the sale or disposition of all or substantially all of the assets of Licensee to a person or persons who beneficially own, directly or indirectly, at least fifty percent (50%) or more of the combined voting power of the outstanding voting securities of Licensee at the time of the sale or (y) pursuant to a spin-off type transaction, directly or indirectly, of such assets to the shareholders of Licensee.

10.4 Upon termination of the license hereunder, all rights and privileges in and to the Licensed Intellectual Property granted to the Licensee herein shall automatically revert to Licensor or its nominee, and the Licensee shall immediately cease any use thereof.

10.5 Licensee shall, for a period of [***] ("Sell-Off Period") following the effective date of termination of the license granted by Licensor hereunder, have the right to fulfill commitments made to customers during the Term. The provisions of this Agreement shall apply with full force and effect during the Sell-Off Period. Upon expiration of the Sell-Off Period, Licensee shall immediately cease and desist from using or displaying any forms of advertising containing any of the Licensed Marks.

10.6 Section 3.7; and Articles IV (Confidentiality); IX (Warranties and Representations); XI (Indemnification); and XIII (Miscellaneous) hereof shall survive termination (for any reason) of this Agreement.

ARTICLE XI
INDEMNIFICATION

11.1 Each party shall defend, indemnify and hold harmless the other party and their respective Affiliate and their respective officers, directors, agents, contractors, employees, successor, and assigns from and against all claims, demands or causes of action, as well as any and all damages, expenses, costs, interest and reasonable legal fees, including such fees incurred on appeal, in any way related to, arising out of or connected with a breach of the indemnifying party's representations, warranties or covenants under this Agreement.

11.2 EXCEPT FOR AMOUNTS PAYABLE TO THIRD PARTIES IN CONNECTION WITH CLAIMS SUBJECT TO THE INDEMNIFICATION PROVISIONS OF SECTION 9.1 OR A BREACH OF EITHER PARTY'S OBLIGATIONS UNDER SECTION 5, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR ANY OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT EVEN IF THE PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE XIII
INDEPENDENT DEVELOPMENT

Nothing in this Agreement shall be construed as restricting Licensee's right or ability to acquire, license, develop, manufacture or distribute for itself, or have others acquire, license, develop, manufacture or distribute for Licensee, adult education products and services, or technology performing the same or similar functions as the adult education products and services, or technology contemplated by this Agreement, or to market or distribute such same or similar adult education products and services, or technology in addition to, or in lieu of, the adult education products and services, or technology contemplated by this Agreement including, whether in the conduct of the Business or otherwise.

ARTICLE XIII
MISCELLANEOUS

13.1. **No Waiver**. The failure of any party to this Agreement to enforce any particular provision of this Agreement at any time shall not be construed as a waiver of such provision or provisions for any future dealing between the parties; nor shall it in any way affect the validity of this Agreement or any portion thereof, or any party's ability to enforce such provision at any time in the future. No party's failure to act on a breach by the other party shall be construed as a future waiver of any subsequent breach of the same or other provisions of this Agreement.

13.2. **Notices**. All notices and other written communications required to be given under this Agreement shall be in writing and shall be delivered to the addressee in person, mailed by registered or certified mail, return receipt requested, or by reputable overnight courier. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date so delivered, if delivered personally, or, if sent by certified or registered mail, three days following the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, postage and charges prepaid. The addresses of the parties (until written notice of change shall have been given) shall be as follows:

To Licensor _____

_____

With a copy to: _____

_____

_____

To Licensee: _____

_____

_____

With a copy to: _____

_____

_____

13.3. Alternative Dispute Resolution. Unless the parties expressly agree otherwise in writing, any dispute, controversy or claim between the parties related to interpretation or enforcement of this Agreement will be determined by binding arbitration in accordance with the rules of Judicial and Administrative Mediation Services (hereinafter **"JAMS").** If the parties cannot agree on a JAMS arbitrator **20 calendar days** after notification of the claim, JAMS will appoint an arbitrator to hear the matter and not by court action. The parties shall share equally all initial costs of arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Notwithstanding the above, claims related to termination of this Agreement, intellectual property, confidentiality and/or injunctive relief will not be subject to arbitration. The prevailing party shall be entitled to reimbursement of attorneys' fees, costs, and expenses incurred in connection with the arbitration or litigation.

13.4. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Arizona, without regard to federal or state choice of law principles.

13.5. Choice of Forum. Any action brought to enforce or interpret the terms of this Agreement shall be brought exclusively in either the Superior Court of the State of Arizona in and for the County of Maricopa; or the United States District Court for the District of Arizona, located in Phoenix, Arizona.

13.6. Amendment. This Agreement, including all exhibits attached hereto, may not be amended or modified except by a document signed by all parties. Such Amendments or Addenda shall specifically reference this Agreement and, to the extent that existing rights or obligations are modified, shall specifically identify the Section(s) of this Agreement affected by the Amendment or Addendum.

13.7. Representation by Attorney. Each party to this Agreement has either: **(a)** been represented by an attorney of their choice in connection with the negotiation and execution of this Agreement; or **(b)** declined to be so represented by an attorney after having a reasonable opportunity to secure such representation.

13.8. Entire Agreement. This Agreement, along with any attachments, exhibits, schedules and documents specifically referenced herein, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior communications, writings and other documents with regard thereto. No modification, amendment or waiver of any provision hereof shall be binding upon either party hereto unless it is in writing and executed by both of the parties hereto or, in the case of a waiver, by the party waiving compliance.

13.9. No Assignment. Neither party may assign this Agreement without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this Agreement without the other party's prior written consent in the event of a merger, acquisition, reorganization, change in control, or sale of substantially all of the assets or business of such assigning party. Any assignment in conflict with this provision shall be void.

13.10. Further Documents. The parties agree to execute and deliver all such further documents, agreements and instruments and take such other and further action as may be necessary or appropriate to carry out the purposes and intent of this Agreement. Without limiting the generality of the foregoing, the parties shall each execute and deliver such instruments as are necessary to terminate, as of the Effective Date, that certain **Rich Dad Operating Company, LLC Licensing Agreement** and such other agreements between the parties executed pursuant , including, but not limited to, a termination of the **Cash Collateral Account, Escrow and Security Agreement,** and to issue joint instructions to **Escrow Agent** to release all funds in the **Cash Collateral Account** to Licensee. For the purposes of this paragraph, terms that in bold font shall be given the meaning ascribed to them in the **Cash Collateral Account, Escrow and Security Agreement.**

13.11. Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties. None of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship specified in this Agreement.

13.12. Captions. The division of this Agreement into and the use of captions for paragraphs are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

13.13. Severability. In the event any provision of this Agreement or the application of any provision shall be held by a tribunal of competent jurisdiction to be contrary to law, then, the remaining provisions of this Agreement shall be unimpaired, and the illegal, invalid or unenforceable provision shall be replaced by a provision, which, being legal, valid and enforceable, comes closest to the intent of the parties underlying the illegal, invalid or unenforceable provision. In any event, an illegal, invalid or unenforceable provision shall not affect the enforceability or the validity of the remaining terms or portions thereof, and each such unenforceable or invalid provision or portion thereof shall be severable from the remainder of this Agreement.

13.14. Cost of Enforcement. If a party commences any arbitration, action at law or in equity, or for declaratory relief, in appellate proceedings, to secure or protect any rights under, or to enforce any provision of, this Agreement, then, in addition to any judgment, order, or other relief obtained in such proceedings, the prevailing party shall be entitled to recover from the losing party all reasonable costs, expenses, and attorneys' fees incurred by the party in connection with such proceedings, including, attorneys' fees incurred for consultation and other legal services performed prior to the filing of such proceeding.

13.15. Successors. The terms of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the successors, assignees, and transferees of the parties hereto.

13.16. No Intended Third Party Beneficiaries. The parties acknowledge and agree that there are no intended third party beneficiaries of this Agreement, including without limitation, other licensees of the Rich Dad brand and intellectual property or students of the Business.

13.17. Counterparts/facsimile. This Agreement may be executed in **2 or more** counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument. This Agreement may be executed by any party by delivery of a facsimile signature, which shall have the same force and effect as an original signature. Any party which delivers a facsimile signature shall promptly thereafter deliver an originally executed signature to the other parties; provided, however, that the failure to deliver an original signature page shall not affect the validity of any signature delivered by facsimile.

13.18. Board Approval. Licensor acknowledges and agrees that the effectiveness and enforceability of this Agreement are subject to the ratification of the Board of Directors of Licensee.

Rich Dad Operating Company, LCC

By: /s/ Michael R. Sullivan
Name: Michael R. Sullivan
Title: Chief Executive Officer

Tigrent Inc.

By: /s/ Anthony C. Humpage 08/2013
Name: Anthony C. Humpage
Title: Chief Executive Officer

Settlement Agreement, Release And
Amendment to License Agreement

This Settlement Agreement, Release and Amendment to License Agreement ("Agreement") is made by and between (1) Tigrent Inc., a Colorado corporation ("Tigrent") on the one hand, and (2) Rich Dad Operating Company, LLC, a Nevada limited liability company ("RDOC"), Robert Kiyosaki, in his individual capacity ("R. Kiyosaki"), Darren Weeks, in his individual capacity ("Weeks"), and 1780341 Alberta Ltd., d/b/a Rich Dad:Global Entrepreneurs Organization or Rich Dad GEO ("RD:GEO") on the other hand. Tigrent, RDOC, R. Kiyosaki, Weeks and RD:GEO are collectively referred to as the "Parties" and individually as a "Party." This Agreement shall be effective as of April 22, 2014 ("Effective Date") when executed by all Parties.

Recitals

A. RDOC is the owner or licensee, for certain purposes, of valuable intellectual property relating to the Rich Dad name and brand developed by R. Kiyosaki. In September 2013, RDOC and Tigrent entered a License Agreement ("License Agreement") whereby, among other privileges and obligations, RDOC granted Tigrent "the sole and exclusive right and license in and to the Licensed Intellectual Property for the purpose of allowing [Tigrent] to (i) develop and create Educational Materials and (ii) conduct the Business in the Territory by itself and through its subsidiaries and affiliates." [Capitalized terms are defined in the License Agreement.] A copy of the License Agreement is attached as **Exhibit 1.**

B. In March 2014, Tigrent discovered what it believes are violations and infringements upon its rights under the License Agreement by RDOC, R. Kiyosaki, Weeks and RD:GEO In connection with their creation or support of RD:GEO. On March 20, 2014, Tigrent's outside counsel delivered a letter (the "Demand Letter") to RDOC, R. Kiyosaki and Weeks relating to the alleged infringing activities.

C. On March 31, 2014 Tigrent filed a Verified Complaint against RDOC, R. Kiyosaki, Weeks, and RD:GEO in Arizona Superior Court, Maricopa County, captioned Tigrent Inc. v. Rich Dad Operating Company, LLC et. al., Cause No. CV2014-003169 ("the State Court Litigation"). In the State Court Litigation, Tigrent asserted claims for breach of License Agreement, breach of the implied covenant of good faith and fair dealing, tortious interference with, License Agreement, tortious interference with business expectancy, unfair competition and civil conspiracy. Also on March 31, 2014, Tigrent filed a Complaint against Weeks and RD:GEO in the United States District Court for the District of Arizona, captioned Tigrent Inc. v. Weeks et. al., Cause No. 2:14-cv-00660-DGC ("the Federal Court Litigation"). In the Federal Court Litigation, Tigrent asserted violations of 15 U.S.C. § 1114 and 15 U.S.C. § 1125(a) relating to Weeks's and RD:GEO's alleged infringement of Tigrent's rights to the Rich Dad-related trademarks.

D. RDOC, R. Kiyosaki, Weeks, and RD:GEO have not answered or otherwise responded to the State Court Litigation or the Federal Court Litigation but generally deny liability for the claims asserted.

CERTAIN PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT UNDER RULE 24B-2 UNDER THE SECURITIES EXCHANGE ACT OF 1934. OMISSIONS ARE DESIGNATED [***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

E. Tigrent, on the one hand, and RDOC, R. Kiyosaki, Weeks and RD:GEO, on the other hand, without admitting any liability, have fully and finally settled the disputes between them described above and have agreed to the terms set forth in this Agreement in full, complete and final settlement of these disputes between them relating to the alleged infringement of Tigrent's rights under the License Agreement, the issues and events that are the subject of the Demand Letter, the State Court Litigation, and the Federal Court Litigation.

NOW THEREFORE, intending to be legally bound and in consideration of the obligations and promises set forth in this Agreement, the Parties agree as follows:

1. **Incorporation of Recitals.** The Parties affirm that the foregoing Recitals are true and correct, and are incorporated and made part of this Agreement as though set forth in full in this paragraph.

2. **Warranties and Representations.** Each Party expressly and severally represents and warrants:

a. Such Party is correctly described and named in this Agreement.

b. Before executing this Agreement, such Party became fully informed of the terms, contents, provisions, and effect of this Agreement.

c. The signatory to this Agreement signing on behalf of such Party is fully authorized and legally competent to execute this Agreement as the legal, valid and binding act and deed of such Party, and is a duly authorized representative of such Party.

d. This Agreement is fully and forever binding on, and enforceable against, such Party in accordance with its terms.

e. The execution and delivery of this Agreement and any other documents, agreements or instruments executed or delivered by such Party pursuant to this Agreement and the consummation of the transactions as provided for in this Agreement or contemplated by this Agreement do not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any material agreement or instrument to which such Party is a party or any provision of law, statute, rule or regulation applicable to such Party or any judicial or administrative order or decree by which such Party is bound.

f. The claims released in this Agreement by such Party were and are, currently owned solely by such Party. All of such Party's claims are free and clear of any and all claims, liens or other encumbrances of any kind or nature, of any other person, and there is no other person who could or should have asserted such claims or joined in any settlement or

compromise of such claims.

g. Such Party has not assigned, pledged or in any other manner sold, transferred or hypothecated any right, title, interest, cause of action, or claim that arises out of or is provided to be released by such party pursuant to this Agreement.

h. In entering into and signing this Agreement, such Party has had the benefit of the advice of attorneys of such Party's own choosing, and enters into this Agreement freely by such Party's own choosing and judgment, and without duress or other influence.

i. Such Party represents that it has not relied upon, and will not rely upon, any statements, acts or omissions by the other Party, other than as set forth in this Agreement, in making its decision to enter into this Agreement.

j. This Agreement is duly executed by such Party with full knowledge and understanding of its terms and meaning, on such Party's own judgment and upon the advice of such Party's attorneys and financial and tax advisors.

Such Party acknowledges that its foregoing representations are a material inducement to the other Parties to enter into this Agreement

3. **RDOC, R. Kiyosaki, Weeks and RD:GEO Agree Not to Infringe**. In recognition of Tigrent's valuable rights under the License Agreement, the Parties agree as follows:

A. RDOC, R. Kiyosaki, Weeks, and RD:GEO agree to honor and not in any way infringe upon Tigrent's rights under the License Agreement, as amended. Weeks also agrees to not in any way infringe upon Tigrent's rights under the License Agreement, both individually and in connection with Weeks's "Fast Trade to Cash Flow" and "Wealth Community" ventures. This prohibition against any infringement upon Tigrent's rights under the License Agreement includes, but is not limited to, any further use of the Rich Dad name, brand, trademarks and other Licensed Intellectual Property, or reference to or recognition of Weeks as "Rich Dad Canada," "Rich Dad in Canada," or any similar title, designation or affiliation relating to Rich Dad. However, Weeks can use the Rich Dad name, brand, trademarks and other Licensed Intellectual Property to promote a Rich Dad Personality or Rich Dad Advisor for a live in-person event at which the Rich Dad Personality or Rich Dad Advisor is appearing.

B. RDOC shall at all times cooperate fully with Tigrent to protect and prevent infringement of Tigrent's rights under the License Agreement, as amended..

4. **Reimbursement of Tigrent's Attorneys' Fees and Expenses.** RDOC shall reimburse Tigrent for all attorneys' fees and expenses Tigrent incurred in connection

with seeking to enforce and prosecute its rights under the License Agreement in connection with Tigrent's Demand Letter, the State Court Litigation and the Federal Court Litigation. Tigrent's attorneys' fees and expenses incurred in these matters through March 31, 2014 total [***]. No later than three (3) business days after the Effective Date of this Agreement, RDOC shall pay Tigrent this sum of [***] directly by wire transfer to Tigrent's counsel, Cohen Kennedy Dowd & Quigley, P.C. ("CKDQ"), pursuant to wiring instructions to be separately provided by CKDQ to RDOC's counsel. Tigrent acknowledges that is has received RDOC check number [***] in the amount of [***] in partial payment of the aforementioned [***]. RDOC shall also reimburse Tigrent for the attorneys' fees and expenses that Tigrent incurs after March 31, 2014 in connection with Tigrent's Demand Letter, the State Court Litigation and the Federal Court Litigation, including any attorneys' fees and expenses incurred in connection with the negotiation and preparation of this Agreement. Tigrent may, but is not obligated to, deduct any sums payable to it under this Section 4 from royalties otherwise payable under the License Agreement.

5. **Actions Relating to RD:GEO.** RDOC, R. Kiyosaki, and Weeks by this Agreement, individually and jointly agree to cease all use of the RD:GEO name in any manner or for any purpose for as long as a licensing relationship exists between RDOC and Tigrent.

6. **Amendments to License Agreement.** Simultaneously with the execution of this Agreement, RDOC and Tigrent shall execute and deliver to the other a First Amendment to Rich Dad Operating Company, LLC License Agreement in the form attached as **Exhibit 2.**

7. **Termination of Credit Agreement and RDOC's Forgiveness of Notes Owed by Tigrent.** RDOC by this Agreement cancels, forgives and releases Tigrent from, any and all past, present, and future obligations of Tigrent under that certain Rich Dad Operating Company, LLC Credit Agreement dated March 25, 2011 (the "Credit Agreement"), a copy of which is attached as **Exhibit 3,** and that certain Promissory Note dated March 25, 2011 in the original principal amount of $3,500,000 issued by Tigrent to RDOC pursuant to the Credit Agreement ("Promissory Note.") A copy of the Promissory Note is attached as **Exhibit 4.**

8. **Rich Dad Titles or Designations.** RDOC shall provide a copy of the License Agreement, as amended, to all Rich Dad Advisors, as defined in the License Agreement for the purpose of informing the Rich Dad Advisors of Tigrent's rights.

9. **RDOC's Grant of Proxy to Tigrent.** RDOC acknowledges that it is the beneficial owner of [***] shares of common stock of Tigrent ("RDOC's Shares"). RDOC by this Agreement appoints Tigrent, as Proxy, with full power of substitution, to vote the RDOC Shares, or any of them, on matters coming before any special or annual meetings of Tigrent shareholders occurring in 2014 and 2015, and on matters incidental to such meetings. RDOC acknowledges and agrees that Proxy shall vote RDOC's Shares, if at all, in a manner believed by Proxy, in Proxy's sole and absolute discretion, to be in the best

interests of Tigrent's shareholders as a whole, and that Proxy owes no duty or obligation to RDOC to vote RDOC's Shares in a manner beneficial to the specific interests of RDOC. RDOC shall not make any claim or demand or seek any liability or damages in connection with Proxy's exercise of this proxy.

10. Confidentiality. The Parties agree to keep the terms and conditions of this Agreement confidential, except as necessary to effectuate its provisions or as required by law, rule, regulation, court order, tax or other reporting requirement, or as agreed to by the Parties in writing.

11. Releases.

A. Release of RDOC, R. Kiyosaki, Kim Kiyosaki, Weeks and RD:GEO. Except as provided in this Agreement, Tigrent, on behalf of itself and any and all owners, partners, employees, agents, parents, subsidiaries, representatives, officers, directors, affiliates, attorneys, predecessors, successors and assigns of those entities and individuals, irrevocably and unconditionally releases and forever discharges RDOC, R. Kiyosaki, Kim Kiyosaki, Weeks and RD:GEO, and their past and present owners, employees, agents, spouses, officers, directors, representatives, affiliates, attorneys, predecessors, successors and assigns, from any and all manner of actions, causes of action, claims, lawsuits, debts, dues, sums of money, accounts, judgments, obligations, contracts, liabilities, agreements, promises and damages of whatever kind or nature, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, contingent or fixed, liquidated or unliquidated, known or unknown, whether at law or in equity that are the subject of or relate to matters that are the subject of the Demand Letter, State Court Litigation and the Federal Court Litigation. This release does not extend to any rights granted under this Agreement, to any claims or causes of action arising from a breach of this Agreement, or to claims arising from actions which occur after the Effective Date of this Agreement.

B. Release of Tigrent. Except as provided in this Agreement, RDOC, R. Kiyosaki, Kim Kiyosaki, Weeks, and RD:GEO, on behalf of themselves and any and all owners, partners, employees, parents, officers, directors, subsidiaries, spouses, agents, representatives, affiliates, attorneys, predecessors, successors and assigns of those entities and individuals, irrevocably and unconditionally release and forever discharge Tigrent, and its past and present owners, employees, agents, officers, directors, representatives, affiliates, attorneys, predecessors, successors and assigns, from any and all manner of actions, causes of action, claims, lawsuits, debts, dues, sums of money, accounts, judgments, obligations, contracts, liabilities, agreements, promises and damages of whatever kind or nature, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, contingent or fixed, liquidated or unliquidated, known or unknown, whether at law or in equity that are the subject of or relate to matters that are the subject of the Demand Letter, State Court Litigation and the Federal Court Litigation. This release does not extend to any rights granted under this Agreement, to any claims or causes of action arising from a breach of this Agreement, or to claims arising from actions which occur after the Effective Date of this Agreement.

12. **Dismissal of Litigations with Prejudice.** Upon full execution of this Agreement, the Parties agree to dismiss the State Court Litigation and the Federal Court Litigation in their entirety with prejudice. Accordingly, upon execution of this Agreement, the Parties shall exchange executed Stipulations for Dismissal With Prejudice and related Orders with respect to the State Court Litigation and the Federal Court Litigation, in the forms attached as **Exhibit 5,** which may be held by Tigrent's counsel until payment of the amount set forth in Paragraph 4 of this Agreement is received by Tigrent's counsel. Upon receipt by Tigrent's counsel of this payment, Tigrent shall promptly file the Stipulations and Orders with the Courts in the State Court Litigation and the Federal Court Litigation. The Parties shall work cooperatively and in good faith to file any other documents as necessary to effectuate the dismissals with prejudice.

13. **Choice of Law.** This Agreement, and all rights and obligations arising from it, shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona without application of Arizona's choice of law rules.

14. **Successors.** The rights and obligations created by this Agreement inure to and benefit the respective successors of the Parties. The obligations created under this Agreement are binding on any successor to a Party.

15. **Assigns.** The rights and obligations created under this Agreement are not assignable by any Party without the written consent of the other Parties.

16. **Waiver.** No breach of any promise in this Agreement can be waived unless done expressly and in writing. Express waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement. Further, any delay or omission in enforcing a right created under this Agreement shall not constitute a waiver of that right, and shall not operate to bar the enforcement of that right. Any waiver of a default in performance of an obligation created under this Agreement shall not operate as a waiver of, or excuse any subsequent default in, performance.

17. **Counterparts.** This Agreement may be executed in counterparts. Execution of this Agreement may be accomplished through electronic transmission of a scanned copy of the applicable signature page. When a counterpart has been executed and delivered by each Party, all counterparts together shall constitute an original binding instrument; provided, however, that this Agreement shall be binding on and enforceable against each Party that has executed and delivered a counterpart immediately upon such delivery even if all Parties have not delivered executed and delivered a counterpart.

18. **Entire. Agreement.** This Agreement, the License Agreement, and the First Amendment to the License Agreement contain the full and complete statement of the agreement between the Parties on the subject matter of these Agreements and supersede any and all prior discussions, arrangements, proposals, or understandings, whether written or oral, between the Parties on the subject matter of these Agreements. The Parties are not relying on any fact, statement, inducement or representation that is not expressly set forth in these Agreements.

19. **Headings.** The paragraph headings used in this Agreement are for convenience and reference only, and are not intended to define or limit the scope or intent of any provision of this Agreement.

20. **Additional Acts.** The Parties agree that each of them shall take such further action and execute such further documents, if any, which may be reasonably requested, appropriate or necessary to implement this Agreement according to its terms or to carry out the purpose of this Agreement.

21. **Severability.** If, after the date of this Agreement, any provision is held to be illegal, invalid or unenforceable, such provision shall be fully severable and the remainder of the Agreement shall remain enforceable and not affected; however, in that event, the Parties will immediately negotiate in good faith to attempt to replace the invalid provision with a comparable term which, to the best of the Parties' abilities, fulfills and effectuates the purpose of the invalid provision.

22. **Disputes Concerning Settlement Agreement.** In the event of any conflict, claim or dispute between the Parties concerning the obligations set forth in this Agreement, each Party agrees that the Arizona Superior Court, Maricopa County shall have exclusive jurisdiction over the action and the Parties, unless the Arizona state court lacks subject matter jurisdiction, in which case exclusive jurisdiction will be in the United States District Court, District of Arizona located in Phoenix, Arizona. The Parties agree to submit to the personal jurisdiction of the Arizona Superior Court, Maricopa County and the United States District Court as stated above and agree that venue is proper in these courts. By this Agreement and consistent with the scope of this Section 22, the Parties waive any and all objections and challenges to personal jurisdiction and venue in these courts that might otherwise exist. If any action is brought in connection with this Agreement, the prevailing Party or Parties shall be entitled to receive from the non-prevailing Party or Parties all reasonable expenses, including but not limited to reasonable attorneys' fees and costs, in addition to any other relief to which the successful Party or Parties may be entitled. Costs and attorneys' fees shall be assessed by a court and not by a jury and shall be included in any judgment obtained by the prevailing Party or Patties.

23. **Alteration, Modification or Amendment.** This Agreement shall not be altered, modified or amended except by written agreement signed by the Parties.

Tigrent Inc.

By: _____

Its: Chief Administrative Officer & General Counsel

Rich Dad Operating Company, LLC

By: _____

Its: _____

Robert Kiyosaki

_____

Kim Kiyosaki

_____

Darren Weeks

_____

1780341 Alberta Ltd. (d/b/a/Rich Dad: Global Entrepreneurs Organization)

By: _____

Its: _____

Tigrent Inc.

By: _____

Its: _____

Rich Dad Operating Company, LLC

By: _____

Its: CEO

Robert Kiyosaki

_____

Kim Kiyosaki

_____

Darren Weeks

_____

1780341 Alberta Ltd. (d/b/a/Rich Dad: Global Entrepreneurs Organization)

By: _____

Its: _____

Tigrent Inc.

By: _____

Its: _____

Rich Dad Operating Company, LLC

By: _____

Its: _____

Robert Kiyosaki

_____

Kim Kiyosaki

_____

Darren Weeks

_____

1780341 Alberta Ltd. (d/b/a/Rich Dad: Global Entrepreneurs Organization)

By: _____

Its: Director

Exhibit 1

RICH DAD OPERATING COMPANY, LLC
LICENSE AGREEMENT

This **Rich Dad Operating Company, LLC License Agreement** (this "**Agreement**") by and between **Rich Dad Operating Company, LLC,** a Nevada limited liability company ("**Licensor**") and **Tigrent Inc**., a Colorado corporation (the "**Licensee**"), is entered into as of **September 1, 2013** (the "Effective Date").

WHEREAS, Licensee is in the business of developing, producing, marketing and delivering adult educational curricula on real estate investment, business development, entrepreneurship, financial investment, asset protection, and personal development;

WHEREAS, Licensor owns or otherwise possesses exclusive licenses for certain copyrights, trademarks, patents, and other valuable rights, and the right to license those rights to others;

WHEREAS, Licensor and Licensee wish to conduct business together to create, market and promote a Rich Dad Education branded curricula in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Capitalized words and phrases used in this Agreement that are not otherwise defined herein shall have the meanings set forth below:

1.1. The term "**Affiliate**" means an entity controlling, controlled, or under common control with a party. For these purposes, "control" means; (a) the possession, directly or indirectly, of the power to direct the management or policies of an entity, whether through the ownership of voting securities, by contract or otherwise; or (b) the ownership, directly or indirectly, of at least fifty percent (50%) of the voting securities or other ownership interest of an entity.

1.2. The term "**Business**" means developing, marketing, selling, and/or conducting Licensor-branded educational products and services in the **Field** through any form of communication or media including, but not limited to, **Trainings.**

1.3. The term "**Cash Sales**" shall mean the gross cash proceeds actually received by Licensee from the sale of Trainings as the result of a "Rich Dad" branded marketing campaign conducted by Licensee that uses any combination of (i) the **Licensed Marks** (as defined below), (ii) the name, image, or likeness of any of the **Rich Dad Personalities** (as defined below) or **Rich Dad Advisors** (as defined below), or (iii) any "**Rich Dad**" copyrighted or trademarked intellectual property of Licensor, including by way of example, and not limitation, books, video recordings, and audio recordings of any of the Rich Dad Personalities. Cash Sales shall exclude any merchant fees, taxes, shipping, refunds (e.g., returns, right of rescission, NSF checks, and credit card chargebacks), rebates, bad debt and any sums paid to Legacy Learning, LLC, a Delaware limited liability company, dba Professional Education Institute ("**PEI**").

1.4. The term "**Confidential Information**" means any and all information that is not readily ascertainable by proper means and which derives economic value, actual or potential from not being generally known and which has been the subject of efforts that are reasonable under the circumstances to maintain its secrecy. All information relating to the products or operations of a party, which is provided to the other party, or to which the other party otherwise obtains access, pursuant to, or as a result of, this Agreement shall be treated as Confidential Information hereunder, except such information which the other party can clearly show; (a) at the time of this Agreement is publicly and openly known; (b) after the date of this Agreement becomes publicly and openly known through no fault of the other party; (c) comes into the other party's possession and lawfully obtained by the other party from a source other than from the party or a source deriving from the party, and not subject to any obligation of confidentiality or restrictions on use; or (d) is approved for release by written authorization of the other party.

1.5. The term "**Customer Data**" means documents and other media (whether in human or machine readable form) containing information, regarding customers and prospective customers. Without limiting the generality of the foregoing, the term "Customer Data" shall include customer lists and personally Identifiable information about customers and prospective customers.

1.6. The term "**Educational Materials**" means all advertising and promotional materials, handouts, workbooks, presentations, manuals, software programs, and any other literature or material and other collateral items employed, provided, distributed, sold, or otherwise made available in connection with the Business, in any form of communication or media and whether or not in machine or human readable format.

1.7. The term "**Exclusive Field of Use**" means live, on-line, or on-demand seminars, webinars, and training courses in the **Field** delivered through any form of communication or media. Excluded from the Exclusive Field of Use are: (i) live, in-person seminars of any kind conducted by Licensor or any affiliate of Licensor at which any of the following are featured speakers: **any of the Rich Dad Personalities,** or any **Rich Dad Advisor**; and (ii) live, in-person classes taught in schools (K-12), colleges or universities to matriculated students as part of an academic curriculum.

1.8. The term "**Field**" means real estate investing, business strategies, stock market investment techniques, stock/paper assets, cash management, asset protection, entrepreneurship and other financially-oriented subjects.

1.9. The term "**Licensed Intellectual Property**" means individually, collectively or in any combination, Licensor's patents (whether issued or pending), copyrights (whether registered or not), trademarks and trade names (whether registered or unregistered); as well as concepts, developments, trade secrets, methods, systems, programs, improvements, inventions, data and information (whether in perceivable or machine-readable form), source code, works of authorship and products whether or not patentable, copyrightable, or susceptible to any other form of protection, and whether or not reduced to practice or designated by Rich Dad as Licensed Intellectual Property, including, but not limited to the (a) the Proprietary Materials and Information, (b) the Licensed Marks and (c) the name, image, and likeness of the **Rich Dad Personalities.**

1.10. The term "**Licensed Marks"** means the Licensor's current and future trademarks, service marks, and trade dress including.

1.11. The term **"Proprietary Materials and Information"** means any and all material provided to Licensee by or on behalf of Licensor, including but not limited to customer lists, products, trade secrets, source codes, development platforms, server system configuration diagrams, lobby server specifications and programs, middleware, Application Program Interface data for middleware or otherwise, unpublished artwork, tools, data and contents related to artwork, whether 2- or 3- dimensional, all original and secondary audio or visual data, as well as any and all other Licensed Intellectual Property and/or information which: (i) is provided to Licensee by or on behalf of Licensor or to which Licensee is provided access by or on behalf of Licensor, (ii) is created developed, or otherwise generated by or on behalf of Licensor, (iii) concerns or relates to any aspect of Licensor business or products, or (iv) is, for any reason, identified or otherwise marked by Licensor as confidential; except such information which Licensee can show, clearly and convincingly: (1) is at the time of disclosure, publicly and openly known as of the Effective Date of this Agreement, (2) becomes publicly and openly known through no fault of Licensee, or (3) is in Licensee's possession and documented prior to the commenoement of the relationship between the parties, lawfully obtained by Licensee from a source other than from Licensor, and not subject to any obligation of confidentiality or restrictions on use, or (4) is approved for release by written authorization of Licensor.

1.12. The term **"Rich Dad Advisors**" means" means any authors or co- authors of **a** work in the **"Rich Dad", "Rich Dad Advisors**", **"Rich Family", "Rich Woman", "Rich Life"** or similar series of books and all other individuals or concerns directly or in directly related to **"Rich Dad", "Rich Dad Advisors**", **"Rich Family**", **"Rich Woman", "Rich Life"** or affiliated brands which may be designated by either Robert T. Kiyosaki or Kim Kiyosaki in his or her sole discretion.

1.13. The term "**Rich Dad Personalities**" shall mean Robert Kiyosaki and Kim Kiyosaki.

1.14. The term "**Term**" means the period of time from the Effective Date until the Agreement is terminated as provided in Section 8 hereof.

1.15. The term "**Territory**" shall mean worldwide.

1.16. The term "**Trainings**" shall mean Licensor-branded in person or remote product offerings in the Field to one or more recipients, including seminars, webinars and other computer or internet based trainings, and mentoring as may be offered by Licensee in the conduct of the Business in the Territory and for which a fee is charged by Licensee.

ARTICLE II
GRANT OF LICENSE

2.1. Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, the sole and exclusive right and license in and to the Licensed Intellectual Property for the purpose of allowing Licensee to (i) develop and create Educational Materials and (ii) conduct the Business in the Territory by itself and through its subsidiaries and affiliates, Such license shall

include, but shall not be limited to, the right to make, use, reproduce, modify, adapt, create derivative works of, translate, distribute (directly and indirectly), transmit, display and perform publicly, license, rent, lease, export, import, offer for sale, sell and commercially exploit the Licensed Intellectual Property, in whole or in part. Licensor understands that Licensee intends to use the Licensed Intellectual Property, at its sole discretion, in connection with the Business, Licensee may, but is not obligated to, to display Licensee's copyright notice on any works or materials containing the License Marks.

2.2. Licensee has the right to modify the Licensed Intellectual Property and to create derivative works (the "**Derivative Works**"); provided that such Derivative Works may be used, copied, distributed, performed and/or displayed only in connection with the Business; and provided further that Licensee will not distribute or sublicense products embodying the Derivative Works other than to end users for personal use only and not for re-sale, distribution or re-licensing. Licensee will be deemed the owner of all Derivative Works.

ARTICLE III
LIMITATIONS, RESTRICTIONS, COVENANTS

3.1 During the Term, the Licensee shall not use the Licensed Intellectual Property other than as permitted by this Agreement.

3.2 Licensor shall not, during the Term grant any third party a license to use the Licensed Intellectual Property within the Exclusive Field of Use. During the term of this Agreement, neither Licensor nor any of its Affiliates may (1) engage, directly or indirectly, in the Exclusive Field of Use, or (2) contact, solicit, or direct any person or entity to contact or solicit, any of the customers of Licensee (or customers set forth in the Customer Data) for the purpose of providing any products or services that are the same or similar to those offered by the Licensee in the Business.

3.3 Licensee may distribute goods and services embodying the Licensed Intellectual Property to end users for personal use only and not for resale, distribution or re-licensing by such end users.

3.4 Licensee acknowledges and agrees that, except as otherwise specifically provided for herein, this Agreement grants Licensee no title or right of ownership in or to the Licensed Intellectual Property. Licensee shall not at any time do or cause to be done any act, omission, or thing contesting or in any way impairing or tending to impair any part of Licensor's right, title and interest in the Licensed Intellectual Property.

3.5 In the event Licensee shall be deemed to have acquired any ownership rights in the Licensed Intellectual Property, the Licensee shall assign, and agrees to execute all documents reasonably requested by Licensor to assign, all such rights in the Licensed Intellectual Property to Licensor or its nominee.

3.6 Licensee acknowledges the validity of the Licensed Marks. The Licensed Marks (and all versions and derivatives thereof) are owned by Licensor and shall be and remain the

exclusive property of Licensor, All rights in and to the Licensed Marks other than those specifically granted to the Licensee herein, arc reserved to Licensor for its own use and benefit. The Licensee shall not acquire any ownership rights in or to the Licensed Marks.

3.7 Licensee shall own all work product including, but not limited to, ideas, any and all concepts, inventions, designs, trademarks, tradenames, service marks, trade dress, logos, course content, Educational Materials, Customer Data (including client lists) generated through the conduct of the Business, programs, software, reports, or other intellectual property and tangible work product, produced by Licensee or any of its Affiliates or their officers, directors, employees, agents, or consultants pursuant to this Agreement, and all prior drafts, derivations or versions thereof, regardless of whether such were incorporated into the Business (collectively "Work Product"), shall be and remain the sole and exclusive property of Licensee when produced. No license or right is granted hereunder at any time from Licensee to Licensor whether expressly or by implication, estoppel or otherwise, arising out of or related to Licensee conduct of the Business or any Work Product.

ARTICLE IV
CONFIDENTIALITY

4.1 Each party acknowledges the other's Confidential Information is unique and valuable and was developed or otherwise acquired by the other at great expense, and that any unauthorized disclosure or use of the other's Confidential Information would cause the other irreparable injury loss for which damages would be an inadequate remedy. The party agrees to hold such Confidential Information in strictest confidence, to use all efforts reasonable under the circumstances to maintain the secrecy thereof, and not to make use thereof other than in accordance with this Agreement, and not to release or disclose Confidential Information to any third party without the other's prior written consent, subject to a court order, or subject to a sublicense consistent with this Agreement and requiring the sublicensee to maintain the Confidential Information in strictest confidence, to use all efforts reasonable under the circumstances to maintain the secrecy thereof, not to make use thereof other than in accordance with the sublicense Agreement, and not to release or disclose Confidential Information to any third party without the other's prior written consent.

4.2 Each party further acknowledges that any violation of this Section 4, shall constitute a material breach of this License Agreement resulting in irreparable injury to the non-breaching party and agree that, in addition to any and all other rights available to the non-breathing party by law or by this Agreement, the non-breaching party shall have the right to have an injunction entered against the party to enjoin any further violations of this Agreement.

ARTICLE V
LICENSE FEES AND REPORTING

5.1 In consideration of the Licenses granted hereunder, the Licensee shall pay to Licensor a royalty in the amount of 5% of the Licensee's Cash Sales. Royalties with respect to Cash Sales shall be paid monthly to Licensor within [***] of the end of the applicable month. Payments will be made in U.S. Dollars.

5.2 Licensee shall render to Licensor, a written statement, in such form as Licensor may reasonably request, setting forth the Trainings sold during each month Accounting Period, the applicable sales price, and such other information as Licensor may reasonably request to verify the royalty payments due hereunder. Such statement shall be provided whether or not a royalty payment for the Accounting Period is to be made. The Licensee shall keep such written records respecting the sales of Trainings as Licensor may reasonably request so that royalties payable hereunder may be accurately determined, and shall permit such records to be examined by Licensor or its authorized representative upon reasonable prior written notice at any reasonable time during regular business hours to verify the records, reports and payments herein provided.

5.3 Licensee shall be responsible for, and shall pay, all sales, value added and similar taxes, if any, which may be imposed on any receipts of the Trainings sold hereunder, as well as any other tax based upon Licensee's use of the Licensed Intellectual Property in connection with the Business.

5.4 Notwithstanding the foregoing, subject to and in accordance with the terms and conditions of that certain Royalty Payment Agreement dated March 15, 2013 ("RPA") by and between Licensee as "Company" and Licensor as "Holder" (which RPA Licensor and Licensee hereby each ratify and affirm), Licensee may, at its option, issue and deliver and Licensor agrees to accept at a convertible promissory note in substantially the form provided for in the RPA (each, a ***"Note"*** and collectively, the "***Notes***") as payment for up to fifty percent (50%) of each royalty payment owing under the terms of the Licensing Agreement. In addition, the Licensee may, with the consent of Licensor, issue and deliver and Licensor agrees to accept a Note as payment for up to one hundred percent (100%) of each royalty payment owing under the terms of the Licensing Agreement. The principal amount of each Note shall equal the portion of such royalty payment that the Company has elected to pay via a Note. Each Note shall automatically convert into shares of Preferred Stock upon a Change of Control as provided in such Note. For purposes of this Agreement, the term "***Preferred Stock"*** shall mean shares of the Company's Series A Preferred Stock pursuant to the Certificate of Designation in substantially the form attached provided for in the RPA (the ***"Certificate of Designation").*** In the event of a conflict between the terms and conditions of this Agreement and those of the RPA, the term and conditions of the RPA shall control. Licensor and Licensee agree that any subsequent cash payment of royalties under this Agreement shall first be applied to any outstanding balances on the Notes on a first in, first out basis.

5.5 LICENSOR ACKNOWLEDGED AND AGREES THAT NO REPRESENTATIONS OR STATEMENTS OF ACTUAL, AVERAGE, PROJECTED OR FORECASTED SALES, PROFITS, ROYALTIES, OR EARNINGS HAVE BEEN MADE WITH RESPECT TO THE BUSINESS CONTEMPLATED BY THIS AGREEMENT,

ARTICLE VI
LICENSEE'S ADDITIONAL OBLIGATIONS

6.1 Licensee shall meet the following performance standards:

6.1.1 Timeliness. Service Level/Average Speed of Answer. This is how quickly the average telephone call is answered. Licensee's goal is to answer [***] of the calls within **[***].**

6.1.2 Abandonment or percentage of calls not answered. Licensee's goal is less than [***] **should abandon within** [***] of the execution of the definitive license agreement, [***] and [***]. Licensee will test announcing current hold time to anyone who is placed on hold.

6.1.3 Responsiveness to satisfy customers who call/write or e-mail or otherwise communicate with a concern or complaint. Licensee's goal shall be to have an initial response within [***] of the time. The goal is to conclude the complaint handling, which would include the customer being notified and agreeing to the handling as quickly as possible. Licensee's goal is to resolve [***] of its complaints within [***]. Refund requests received in writing will be resolved, meaning an official determination on the refund will be issued within [***] of the time. Should the customer issue a rebuttal to the determination, the process will start over again the date of the written rebuttal.

6.1.4 Lagging Indicators. Those indicators that if managed correctly, should lead to a reduction in certain areas of customer complaints and a resultant rise in overall customer satisfaction.

6.1.5 Source of Complaints. Customer Complaints from the following sources should be reviewed and categorized in order to understand how the organizations of people or processes need to be improved to avoid receiving a similar complaint in the future:

a. Any of the Rich Dad Personalities
b. Licensor
c. Any Attorney General Complaint
d. Any Complaint from a Private Attorney
e. Any Better Business Bureau ("BBB") Complaint

6.2. Licensee shall report on each of the above performance standards on a weekly basis, in a form suitable to Licensor, in Licensor's discretion, subject to change by Licensor from time-to-time.

ARTICLE VII
QUALITY CONTROL

7.1. Licensee shall provide Licensor, without charge, additional samples of each item of Educational Materials from time to time as Licensor may request.

7.2. At the expense of Licensee, Licensor shall have the right to audit seminar quality through attendance as follows: Up to [***] fulfillment seminars per year and up to [***]

advanced training seminars per year.

7.3. Licensor shall provide Licensee with access to at least [***] Licensor employee with current knowledge of Licensor, the Licensed Intellectual Property, and Licensor's brand marketing strategies.

7.4. Licensee shall provide Licensor, and the Rich Dad Personalities access to Licensee employees, subject matter experts and independent contractors for the purpose of providing feedback between the parties related to seminar content and presentations, marketing and advertising review support, and product development and integration related to the Licensor brand and Licensor customers; provided that Licensor and Licensor's Affiliates shall not directly or indirectly solicit, hire or interfere with the relationship of Licensee and such employees and to keep confidential any information relating to Licensee and furnished to Licensor, using the same degree of care as Licensee uses to protect its own confidential information. Notwithstanding the foregoing, Licensor may also work with subject matter experts and independent contractors on activities, events and projects unrelated to Licensee.

ARTICLE VIII
BOARD MEMBERSHIP

8.1. Licensor and Licensee each acknowledge and agree that Licensee, acting through its Board of Directors, appointed Anthony C. Humpage to the Licensee's Board of Directors as the Licensor's Designee. Henceforth, Licensee agrees to (i) include in its annual proxy statements (or any other solicitations of stockholder consent) the nomination and recommendation of the BOD that the shareholders approve the re-election or appointment, as the case may be, of the Licensor Designee to the Licensee's Board of Directors and (ii) use its reasonable best efforts to obtain such approval.

8.2. If at any time Licensor shall notify Licensee of its desire to remove, with or without cause, any Licensor Designee, the Licensee, as the case may be, shall use its reasonable best efforts to cause the removal of such Licensor Designee from the Licensee Board.

8.3. If at any time any Licensor Designee ceases to serve on the Licensee Board (whether by reason of death, resignation, removal or otherwise), Licensor shall be entitled to designate a successor director to fill the vacancy created thereby, Licensee shall use its best efforts without any undue delay to cause such successor to become a director of the Licensee, respectively.

8.4 Licensee covenants and agrees that so long as the Licensor Designee shall continue to serve on the Licensee's Board of Directors, and thereafter so long as the Licensor Designee shall be subject to any possible proceeding by reason of the fact that the Licensor Designee served on the Licensee's Board of Directors, Licensee, subject to Section 8.4., I, shall promptly obtain and maintain in full force and effect Director's and Officer's

liability insurance ("D&O Insurance") In reasonable amount, but not event less [***], from established and reputable insurers. In all policies of D&O Insurance, the Licensor Designee shall be named as an insured in such a manner as to provide the Licensor Designee the same rights and benefits as are accorded to the most favorably insured of the Licensee director. Upon reasonable request, Licensee shall provide Licensor Designee or his or her counsel with a copy of all D&O Insurance applications, binders, policies, declarations, endorsements and related materials.

8.5 Section 8.4 notwithstanding, the Licensee shall have no obligation to obtain or maintain D&O Insurance if the Licensee's Board of Directors determines in good faith by a two thirds (2/3) majority of its members, that the premium costs for such insurance are substantially disproportionate to the amount of coverage provided, the coverage provided by such insurance is limited by exclusions so as to provide an insufficient benefit, or the Licensee is covered by similar insurance maintained by a subsidiary of Licensee. In making any determination to eliminate or reduce D&O Insurance coverage, the Board shall seek the advice of independent legal counsel or other advisors experienced in the review and analysis of D&O coverage.

8.6. Promptly after (i) learning of facts and circumstances that may give rise to a proceeding, Licensee shall notify its D&O Insurance carriers, if such notice required by the applicable policies, and any other insurance providing applicable insurance coverage to the Licensee, of such facts and circumstances, or (ii) receiving notice of a proceeding, whether from Licensor Designee or otherwise, Licensee shall give prompt notice to its D&O Insurance carriers and any other insurance providing applicable insurance coverage to the Licensee in accordance with the requirements of the respective insurance policies. Licensee shall thereafter take all appropriate action to cause such insurance carriers to pay on behalf of Licensor Designee, all expenses incurred or to be incurred, and liability incurred, by Licensor Designee with respect to such proceedings in accordance with the terms of the applicable D&O Insurance policies.

8.7. Any of obligation of Licensee pursuant to this Article VIII (other than Sections 8.4 and 8.6, which shall survive according to their terms) shall be effective following the Effective Date and shall terminate and be of no further force or effect upon the expiration or early termination of this Agreement.

ARTICLE IX
WARRANTIES AND REPRESENTATIONS

9.1 Licensor warrants and represents that;

9.1.1 It is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of Nevada with all requisite power and authority to execute, deliver and perform this Agreement.

9.1.2 All necessary actions on the part of Licensor have been duly taken to authorize the execution, delivery, and performance of the Agreement by Licensor.

9.1.3 This Agreement has been duly authorized, executed, and delivered by Licensor, constitutes the legal, valid, and binding obligation of Licensor and is enforceable in accordance with its terms.

9.1.4 It has the right to grant the licenses and enter into this Agreement without seeking the approval or consent of any third party and without payments to any third party;

9.1.5 There are no existing or threatened claims or proceedings by any entity relating to the Licensed Intellectual Property or challenging Licensor's ownership of the same;

9.1.6 None of the Licensed Intellectual Property are subject to any outstanding order, decree, judgment, stipulation, written restriction, undertaking or agreement limiting the scope or use of the Licensed Intellectual Property or declaring any of it abandoned;

9.1.7 The Licensed Intellectual Property, or any portion thereof, does not interfere with, infringe, or misappropriate, or violate the intellectual property right of any third party and Licensor has not received any charge, complaint, claim, or notice alleging any such interference, infringement, misappropriation or violation nor does Licensor have any knowledge that any such charge or claim may be forthcoming; and

9.1.8 Any trade secrets comprising part of the Licensed Intellectual Property have been properly maintained as trade secrets.

9.2 Licensee warrants and represents that:

9.2.1 It is a corporation duly organized, validly existing, and in good standing under the laws of the state of Colorado, with all requisite corporate power and authority to execute, deliver and perform this Agreement.

9.2.3 All necessary corporate proceedings of Licensee have been duly taken to authorize the execution, delivery, and performance of the Agreement by Licensee.

9.2.4 This Agreement has been duly authorized, executed, and delivered by Licensee, constitutes the legal, valid, and binding obligation of Licensee and is enforceable in accordance with its terms.

9.2.5 Licensee has all rights necessary and is fully authorized to enter into and perform under this Agreement; and

9.2.6 There are no existing or threatened claims or proceedings by any entity against Licensee that would impair Licensee's ability to perform under this agreement.

ARTICLE X
TERM AND TERMINATION

10.1 The license hereunder shall commence upon the Effective Date and shall expire on the fifth (5lh) anniversary thereof; provided however, that if the effective date is not the first day of a calendar month then the Term shall expire on the last day of the calendar month in which fifth anniversary of the Effective Date occurs. Notwithstanding the foregoing, the Term shall automatically renew for successive one year periods unless either party provided written notice of termination not less, than three (3) months prior to the expiration of the then current Term unless sooner terminated pursuant to Section 10.2.

10.2 The license hereunder may be terminated at any time:

10.2.1. By either party in the event of a breach of this Agreement by another party that is susceptible of cure, immediately, upon the end of a 30-day period after written notice of such breach to the breaching party, if such breach is not cured within the 30-day period; provided, however, as long as the breaching party is diligently attempting to cure such breach for such 30-day period, such cure period shall be extended by an additional period as may be required to cure such violation, but in no event more than an additional 30 days.

10.2.2. By either party, immediately, if the other party becomes insolvent, makes an assignment for the benefit of its creditors, or becomes the subject of any bankruptcy or insolvency proceedings, and such proceedings are not removed within sixty (60) days of their initiation.

10.2.3. By either party, if the other party ceases to do business.

10.2.4. By Licensee, immediately, in the event Licensee is enjoined from using any of the Licensed Intellectual Property by a court of competent Jurisdiction.

10.2.5. By Licensee, upon the occurrence of a **Change in Control Of Licensor Event**. For the purposes of this Agreement, the term "Change in Control of Licensor Event" shall mean"

10.2.5.1. any person (other than any of the Rich Dad Personalities, or any company owned, directly or indirectly, by the Rich Dad Personalities in substantially the same proportions as their membership interests of Licensor), is or becomes the **Owner** (as hereinafter defined), directly or indirectly, of membership interests of Licensor representing fifty percent (50%) or more of the membership interests of Licensor;

10.2.5.2. a merger, consolidation, reorganization, or other business combination of Licensor with any other entity, other than a merger or consolidation which would result in the membership interests of the Rich Dad Personalities existing immediately prior thereto continuing to represent (either by continuing to exist or by being converted into membership interests or voting

securities, as the case may be, of the surviving entity) more than fifty percent (50%) of the combined membership interests or voting power of the voting securities of Licensor or such surviving entity outstanding immediately after such merger or consolidation; or

10.2.5.3. the members of Licensor approve a plan of complete liquidation of Licensor or the consummation of the sale or disposition by Licensor of all or substantially all of Licensor's assets other than (x) the sale or disposition of all or substantially all of the assets of Licensor to a person or persons who the Owner, directly or indirectly, of at least fifty percent (50%) or more of the combined membership interests of Licensor at the time of the sale or (y) pursuant to a spin- off type transaction, directly or indirectly, of such assets to the members of Licensor.

10.2.5.4. For the purposes of this Section 10.2.5, the term "Owner" means any person who, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise has or shares (i) the power to vote, or to direct the voting of such membership interest, or (ii) the power to dispose, or to direct the disposition of, such membership interest.

10.3 Notwithstanding anything else in this Agreement to the contrary, the Term of this Agreement shall terminate, without further action of either Licensor or Licensee, upon the occurrence of a **Change in Control of Licensee Event.** For the purposes of this Agreement, the Term "Change in Control of Licensee Event" shall mean:

10.3.1. any "person" as such term is used in Sections l3(d) and 14(d) of the Securities Exchange Act of 1934, as amended, (other than Licensor, Licensee, any trustee or other fiduciary holding securities under any employee benefit plan of Licensee, or any company owned, directly or Indirectly, by the shareholders of Licensee in substantially the same proportions as their ownership of common stock of Licensee), is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of Licensee representing fifty percent (50%) or more of the combined voting power of Licensee's then outstanding securities;

10.3.2. during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with Licensee to effect a transaction described in paragraph (a), (c), or (d) of this Section) whose election by the Board or nomination for election by Licensee's shareholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the two-year period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the Board;

10.3.3. a merger, consolidation, reorganization, or other business combination of Licensee with any other entity, other than a merger or consolidation which would result

in the voting securities of Licensee outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty percent (50%) of the combined voting power of the voting securities of Licensee or such surviving entity outstanding immediately after such merger or consolidation; provided, however, that a merger or consolidation effected to implement a recapitalization of Licensee (or similar transaction) in which no person acquires thirty percent (30%) or more of the combined voting power of Licensee's then outstanding securities shall not constitute a Change in Control; or

10.3.4. the shareholders of Licensee approve a plan of complete liquidation of Licensee or the consummation of the sale or disposition by Licensee of all or substantially all of Licensee's assets other than (x) the sale or disposition of all or substantially all of the assets of Licensee to a person or persons who beneficially own, directly or indirectly, at least fifty percent (50%) or more of the combined voting power of the outstanding voting securities of Licensee at the time of the sale or (y) pursuant to a spin-off type transaction, directly or Indirectly, of such assets to the shareholders of Licensee.

10.4 Upon termination of the license hereunder, all rights and privileges in and to the Licensed Intellectual Property granted to the Licensee herein shall automatically revert to Licensor or its nominee, and the Licensee shall immediately cease any use thereof.

10.5 Licensee shall, for a period of [***] ("Sell-Off Period") following the effective date of termination of the license granted by Licensor hereunder, have the right to fulfill commitments made to customers during the Term. The provisions of this Agreement shall apply with full force and effect during the Sell-Off Period, Upon expiration of the Sell-Off Period, Licensee shall immediately cease and desist from using or displaying any forms of advertising containing any of the Licensed Marks.

10.6 Section 3,7; and Articles IV (Confidentiality); IX (Warranties and Representations); XI (Indemnification); and X1I1 (Miscellaneous) hereof shall survive termination (for any reason) of this Agreement.

ARTICLE XI
INDEMNIFICATION

11.1 Each party shall defend, indemnify and hold harmless the other party and their respective Affiliate and their respective officers, directors, agents, contractors, employees, successor, and assigns from and against all claims, demands or causes of action, as well as any and all damages, expenses, costs, interest and reasonable legal fees, including such fees incurred on appeal, in any way related to, arising out of or connected with a breach of the indemnifying party's representations, warranties or covenants under this Agreement.

11.2 EXCEPT FOR AMOUNTS PAYABLE TO THIRD PARTIES IN CONNECTION WITH CLAIMS SUBJECT TO THE INDEMNIFICATION PROVISIONS OF SECTION 9.1 OR A BREACH OF EITHER PARTY'S OBLIGATIONS UNDER SECTION 5, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR ANY OTHER SPECIAL, INDIRECT OR

CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT EVEN IF THE PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE XII
INDEPENDENT DEVELOPMENT

Nothing in this Agreement shall be construed as restricting Licensee's right or ability to acquire, license, develop, manufacture or distribute for itself, or have others acquire, license, develop, manufacture or distribute for Licensee, adult education products and services, or technology performing the same or similar functions as the adult education products and services, or technology contemplated by this Agreement, or to market or distribute such same or similar adult education products and services, or technology in addition to, or in lieu of, the adult education products and services, or technology contemplated by this Agreement including, whether in the conduct of the Business or otherwise.

ARTICLE XIII
MISCELLANEOUS

13.1. No Waiver. The failure of any party to this Agreement to enforce any particular provision of this Agreement at any time shall not be construed as a waiver of such provision or provisions for any future dealing between the parties; nor shall it in any way affect the validity of this Agreement or any portion thereof, or any party's ability to enforce such provision at any time in the future. No party's failure to act on a breach by the other party shall be construed as a future waiver of any subsequent breach of the same or other provisions of this Agreement.

13.2. Notices. All notices and other written communications required to be given under this Agreement shall be in writing and shall be delivered to the addressee in person, mailed by registered or certified mail, return receipt requested, or by reputable overnight courier. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date so delivered, if delivered personally, or, if sent by certified or registered mail, three days following the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, postage and charges prepaid. The addresses of the parties (until written notice of change shall have been given) shall he as follows:

To Licensor _____

_____

With a copy to: _____

_____

_____

To Licensee: _____

_____

_____

_____

_____

With a copy to: _____

13.3. Alternative Dispute Resolution. Unless the parties expressly agree otherwise in writing, any dispute, controversy or claim between the parties related to interpretation or enforcement of this Agreement will be determined by binding arbitration in accordance with the rules of Judicial and Administrative Mediation Services (hereinafter "**JAMS**"), If the parties cannot agree on a JAMS arbitrator **20 calendar days** after notification of the claim, JAMS will appoint an arbitrator to hear the matter and not by court action. The parties shall share equally all initial costs of arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Notwithstanding the above, claims related to termination of this Agreement, intellectual property, confidentiality and/or injunctive relief will not be subject to arbitration. The prevailing party shall be entitled to reimbursement of attorneys' fees, costs, and expenses incurred in connection with the arbitration or litigation.

13.4. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Arizona, without regard to federal or state choice of law principles.

13.5. Choice of Forum. Any action brought to enforce or interpret the terms of this Agreement shall be brought exclusively in either the Superior Court of the State of Arizona in and for the County of Maricopa; or the United States District Court for the District of Arizona, located in Phoenix, Arizona.

13.6. Amendment. This Agreement, including all exhibits attached hereto, may not be amended or modified except by a document signed by all parties. Such Amendments or Addenda shall specifically reference this Agreement and, to the extent that existing rights or obligations are modified, shall specifically identify the Section(s) of this Agreement affected by the Amendment or Addendum.

13.7. Representation by Attorney. Each party to this Agreement has either: (a) been represented by an attorney of their choice in connection with the negotiation and execution of this Agreement; or (b) declined to be so represented by an attorney after having a reasonable opportunity to secure such representation.

13.8. Entire Agreement. This Agreement, along with any attachments, exhibits, schedules and documents specifically referenced herein, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior communications, writings and other documents with regard thereto. No modification, amendment or waiver of any provision hereof shall be binding upon either party hereto unless it

is in writing and executed by both of the parties hereto or, in the case of a waiver, by the party waiving compliance.

13.9. No Assignment. Neither party may assign this Agreement without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this Agreement without the other party's prior written consent in the event of a merger, acquisition, reorganization, change in control, or sale of substantially all of the assets or business of such assigning party. Any assignment in conflict with this provision shall be void.

13.10. Further Documents. The parties agree to execute and deliver all such further documents, agreements and instruments and take such other and further action as may be necessary or appropriate to carry out the purposes and intent of this Agreement. Without limiting the generality of the foregoing, the parties shall each execute and deliver such Instruments as are necessary to terminate, as of the Effective Date, that certain **Rich Dad Operating Company, LLC Licensing Agreement** and such other agreements between the parties executed pursuant, including, but not limited to, a termination of the **Cash Collateral Account, Escrow and Security Agreement,** and to issue joint instructions to **Escrow Agent** to release all funds in the **Cash Collateral Account** to Licensee, For the purposes of this paragraph, terms that in bold font shall be given the meaning ascribed to them in the **Cash Collateral Account, Escrow and Security Agreement**.

13.11. Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties. None of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship specified in this Agreement.

13.12. Captions. The division of this Agreement into and the use of captions for paragraphs are for Convenience of reference only and shall not affect the interpretation or construction of this Agreement.

13.13. Severability. In the event any provision of this Agreement or the application of any provision shall be held by a tribunal of competent jurisdiction to be contrary to law, then, the remaining provisions of this Agreement shall be unimpaired, and the illegal, invalid or unenforceable provision shall be replaced by a provision, which, being legal, valid and enforceable, comes closest to the intent of the parties underlying the illegal, invalid or unenforceable provision. In any event, an illegal, invalid or unenforceable provision shall not affect the enforceability or the validity of the remaining terms or portions thereof, and each such unenforceable or invalid provision or portion thereof shall be severable from the- remainder of this Agreement.

13.14. Cost of Enforcement. If a party commences any arbitration, action at law or in equity, or for declaratory relief, in appellate proceedings, to secure or protect any rights under, or to enforce any provision of, this Agreement, then, in addition to any judgment, order, or other relief obtained in such proceedings, the prevailing party shall be entitled to recover from the losing party all reasonable costs, expenses, and attorneys' fees incurred by the party in

connection with such proceedings, including, attorneys' fees incurred for consultation and other legal services performed prior to the filing of such proceeding.

13.15. Successors. The terms of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the successors, assignees, and transferees of the parties hereto.

13.16. No Intended Third Party Beneficiaries. The parties acknowledge and agree that there are no intended third party beneficiaries of this Agreement, including without limitation, other licensees of the Rich Dad brand and intellectual property or students of the Business.

13.17. Counterparts/facsimile. This Agreement may be executed in 2 or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument. This Agreement may be executed by any party by delivery of a facsimile signature, which shall have the same force and effect as an original signature. Any party which delivers a facsimile signature shall promptly thereafter deliver an originally executed signature to the other parties; provided, however, that the failure to deliver an original signature page shall not affect the validity of any signature delivered by facsimile.

13.18. Board Approval. Licensor acknowledges and agrees that the effectiveness and enforceability of this Agreement are subject to the ratification of the Board of Directors of Licensee.

Rich Dad Operating Company, LCC

By: 

Name: Michael R Sullivan

Title: Chief Executive Officer

Tigrent Inc.

By: 

Name:Anthony C. Humpage

Title: Chief Executive Officer

Exhibit 2

FIRST AMENDMENT
TO RICH DAD OPERATING COMPANY, LLC
LICENSING AGREEMENT

This **FIRST AMENDMENT TO RICH DAD OPERATING COMPANY, LLC LICENSING AGREEMENT** (this "First Amendment") is dated as of the 22nd day of April 2014 (the "First Amendment Date"), by and between (a) **Rich Dad Operating Company, LLC,** a Nevada limited liability company **("Licensor")** and (b) **Tigrent Inc.**, a Colorado corporation **("Licensee").**

RECITALS

WHEREAS, Licensor and Licensee entered into that certain **Rich Dad Operating Company, LLC License Agreement** with an effective date of **September 1, 2013** (, the **"License Agreement"**), a copy of which License Agreement is attached as **Exhibit A**; and

WHEREAS, Licensor and Licensee have agreed to modify the License Agreement pursuant to the terms and conditions of this **First Amendment**; and

NOW, THEREFORE, to these ends and in consideration of the mutual covenants contained herein, as well as the mutual benefits to be derived herefrom, Licensor and Licensee hereby agree as follows:

1. **Definitions.** Terms that are capitalized and not otherwise defined shall be given the meaning ascribed to them in the License Agreement.

2. **Amendment of License Agreement.** The License Agreement is hereby amended as follows:

(a) Article I, Definitions, is hereby amended to add the following new section 1.17:

1.17 "The term **"Permitted Products"** means Licensor's or the Rich Dad Personalities current products as set forth on **Schedule 1.17** attached to this Agreement. If Licensor desires to amend Schedule 1.17 to add other or new Licensor or Rich Dad Personalities product(s), such amendment shall require the consent of Tigrent, which consent shall not be unreasonably withheld. Licensor shall request such amendment in writing and shall include with such request a sample of the product Licensor is requesting to add to Schedule 1.17 (or if a sample is not readily available, a written description of such product in sufficient detail to enable Tigrent to make an informed decision about whether or not to grant consent) and Tigrent shall thereafter respond to such request within [***], failing which such product shall be deemed approved by Tigrent.

(b) Section 1.7 is hereby deleted in its entirety and the following new Section 1.7 is substituted in its place:

"The term 'Exclusive Field of Use' means live, on-line, or on-demand seminars, webinars, and training courses in the Field delivered through any form of communication or media. Excluded from the Exclusive Field of Use are: (i), live in-person seminars, and in-person or recorded webcasts, video chats, podcasts, webinars, instant messages, Twitter or Facebook messages and presentations conducted by Licensor, any affiliate of Licensor, or any third party, at which any of the Rich Dad Personalities are featured speakers (each, a "Permitted Event" and collectively, "Permitted Events"), it being acknowledged and agreed by the Parties that Permitted Events may include, the sale of Permitted Products at the Permitted Event; and (ii) live, in-person classes taught in schools (K-12), colleges or universities to matriculate students as part of an academic curriculum,"

(c) **Section 5.1** is hereby amended by adding the following at the end thereof:

"Notwithstanding the foregoing, the royalty payable on Licensee's Cash Sales made during the period of January 1, 2014 through December 31, 2014 shall be reduced from five percent (5%) to two and one half percent (2.5%). Licensor acknowledges and agrees that Licensee has overpaid royalties for the period of January 1, 2014 through February 28, 2014 at the higher 5% rate and that, therefore, Licensee may take a credit in the amount of such overpayment against royalties coming due.

(d) **Article VIII "Board Membership"** is hereby deleted in its entirety.

3. **Full Force and Effect.** Except as specifically modified by this First Amendment, all of the remaining terms and conditions set forth in the License Agreement shall remain unchanged and in full force and effect.

4. **Term and Termination.** This First Amendment does not affect the Term and Termination, Article X of the License Agreement, and thus the License Agreement, as amended, will expire on September 1, 2018, provided that written notice of termination is given not less than three (3) months prior to the expiration date.

5. **Facsimile Counterparts.** This First Amendment may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same original.

6. **Incorporation by Reference.** All of the recitals in the License Agreement and this First Amendment, together with the exhibits to the License Agreement and this First, Amendrnent, are incorporated in and made a part of the License Agreement by this reference.

WITNESS WHEREOF, the undersigned have caused the parties hereto to enter into this Agreement effective the First Amendment Date.

Rich Dad Operating Company, LLC,
A Nevada limited liability company

By: _____
Michael R. Sullivan
Chief Executive Officer

Tigrent Inc.,
a Colorado corporation

By: _____
Anthony Humpage
Chief Executive Officer

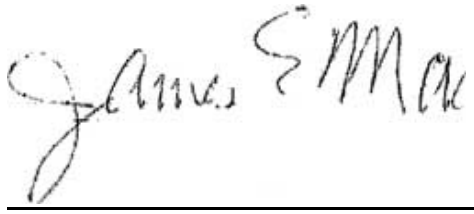
First Amendment, are incorporated in and made a part of the License Agreement by this reference.

WITNESS WHEREOF, the undersigned have caused the parties hereto to enter into this Agreement effective the First Amendment Date.

Rich Dad Operating Company, LLC,
A Nevada limited liability company

By: _____
Michael R. Sullivan
Chief Executive Officer

Tigrent Inc.,
a Colorado corporation



By: _____
James E. May
Chief Administrative & Gen. Counsel Officer

Exhibit 3

RICH DAD OPERATING COMPANY, LLC
CREDIT AGREEMENT

This **Rich Dad Operating Company, LLC** Credit Agreement ("**Agreement**") is made on **March 25, 2011** by and between **Rich Dad Operating Company, LLC**, a Nevada limited liability company ("**RDOC**") whose address is 4330 North Civic Center Plaza, Suite 101, Scottsdale, Arizona 85281, **Rich Global, LLC**, a Wyoming limited liability company ("**RG**") whose address is 4330 North Civic Center Plaza, Suite 101, Scottsdale, Arizona 85281 and **Tigrent Inc.** a Colorado corporation, ("**Borrower**") whose address is 1612 E. Cape Coral Parkway, Cape Coral, FL 33904, RDOC, RG and Borrower am sometimes herein referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, RG, Borrower and Rich Dad Education, LLC, a Wyoming limited liability company ("**RDE**") were parties to that certain License Agreement, dated July 18, 2006 ("**RDE License Agreement**"), which RDE License Agreement was terminated in May 2010; and

WHEREAS, RDOC, RG, and Borrower are parties to that certain Rich Dad Operating Company, LLC Licensing Agreement ("**2010 License Agreement**") with an effective date of **March 16, 2010;** and,

WHEREAS, royalties in the aggregate amount of [***] currently due and payable under the RDE License Agreement remain unpaid as of the date hereof ("**Unpaid RDE Royalties**"); and,

WHEREAS, unpaid Current Royally Payments and Unfilled Royalty Payments (as such terms are defined in the 2010 License Agreement), totaling in the aggregate [***], are due and payable under the 2010 License Agreement for the time period of **January 1, 2010** through December 31, 2010 as of the date hereof ("**Unpaid Tigrent Royalties**") (such Unpaid RDE Royalties and Unpaid Tigrent Royalties hereinafter referred to collectively as "**Unpaid Royalties**"); and,

WHEREAS, the non-payment of the Unpaid Tigrent Royalties has resulted in a shortfall of the funding of the **Escrow Account** as provided for in **Section 3.2 (a)(ii)** of the 2010 License Agreement in the amount of [***] ("**Escrow Account Shortfall**"); and

WHEREAS, RDOC, RG, and Tigrent wish to resolve the matter of Unpaid Royalties and to fund the Escrow Account Shortfall in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

ARTICLE I
EXTENSION OF CREDIT

Section 1.1. - Credit Commitment. Subject to the terms and conditions of this Agreement, RDOC agrees to extend to Borrower, and Borrower agrees to accept from RDOC, credit in the principal amount of **$3.5 Million** (the "**Loan**"). The Loan shall be evidenced by a promissory note executed by Borrower, dated as of Closing (as defined in **Section 7.1(b)** herein), substantially in the form attached hereto as **Exhibit A** and drawn to the order of RDOC in the principal amount of the Loan (the "**Note**"), the provisions of which are incorporated by reference. The Parties agree that the Loan will be credited to the Unpaid Royalties in full satisfaction thereof.

Section 1.2 - Loan Documents. The Agreement, the Note, and all other documents and instruments issued in connection with the Loan are sometimes collectively referred to as the "**Loan Documents**". In the event of any conflict between the terms and provisions contained in this Agreement and in any of the Loan Documents, the terms and provisions of this Agreement shall control.

Section 1.3. - Interest. So long as no **Event of Default** (as defined in Section 5.1 below) exists, interest on the unpaid principal balance of the Loan shall accrue at the rate of [***] per annum, commencing on **January 1, 2011**. Accrued interest for the [***] period ending **June 30, 2011** in the amount of [***] shall be due and payable on **June 30, 2011**. Thereafter, accrued interest on the Note shall be due and payable in arrears, in quarterly installments, on the last day of each calendar quarter (i.e., **March 31st, June 30th, September 30th** and **December 31st**.)

Section 1.4 - Payment Schedule. The principal of the Loan shall be payable in installments according to the following schedule:

Date	**Principal Installment**
April 30, 2012	[***]
The last day of each calendar month commencing **May 31, 2012,** until fully paid.	[***]

Section 1.5 - Application of Payments. Interest payments under the Note shall be paid to RDOC. Payments of principal under the Note shall be paid, first, into the Escrow Account until the Escrow Account Shortfall has been amortized, and then to RDOC.

Section 1.6 - Optional Prepayment. Borrower shall have the right to prepay the outstanding principal without premium or penalty in whole or in part, in accordance with the terms in the Note.

(a) Each prepayment shall be pursuant to a notice from Borrower to RDOC, which notice shall **(i)** specify the amount of interest and principal to be prepaid and the date of prepayment (which shall be a Business Day), **(ii)** be irrevocable, **(iii)** obligate Borrower to prepay the principal outstanding hereunder in the amount and on the date specified therein, and **(iv)** be effective only if received by RDOC not later than **1:00 p.m.** Pacific time on a date falling not later than **5** Business Days prior to the prepayment date specified therein.

(b) Prepaid amounts under this **Section 1.6** shall first be applied to reduce accrued but unpaid interest under the Note, with the remainder then applied to reduce outstanding principal amount of the Note.

ARTICLE II
CONDITIONS PRECEDENT TO MAKING OF LOAN

Section 2.1 - Conditions Precedent. RDOC's obligation to make the Loan under this Agreement shall be subject to the fulfillment to RDOC's sole satisfaction, in its absolute discretion, of all of the following conditions:

(a) **Loan Documents.** Borrower shall provide to RDOC the executed Note and other Loan Documents, all in form and substance satisfactory to RDOC and RDOC's counsel.

(b) **Borrower's Authorization.** Borrower shall have provided in form and substance satisfactory to RDOC, properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note, and the other Loan Documents.

(c) **Representation and Warranties.** The representations and warranties set forth in this Agreement or in the Loan Documents are true and correct as of the Closing.

(d) **No Event of Default.** There shall not exist, at the time of Closing, a condition which would constitute an **Event of Default** under this Agreement under any other Loan Document, or the 2010 License Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Section 3.1 - Representations and Warranties. Borrower represents and warrants to RDOC, as of the Closing, as of the date of any renewal, extension or modification of the Loan, and at all times, any Indebtedness (as defined in **Section 7.1(e)** below) exists:

(a) **Organization.** Borrower is a for profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of Borrower's state of incorporation. Borrower is duly authorized to transact business in the State of Colorado and all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so quality would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

(b) **Authorization.** Borrower's execution, delivery, and performance of this Agreement and all the Loan Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under **(i)** any provision of Borrower's articles of incorporation or organization, or bylaws, or any agreement or other instrument binding upon Borrower or, **(ii)** any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

(c) **Financial Information.** Each of Borrower's audited financial statements supplied to RDOC truly and completely disclosed Borrower's financial condition as of the date of the statement in all material respects.

(d) **Legal Effect.** This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered, will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

(e) **Binding Effect.** This Agreement, the Note, and all Loan Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

ARTICLE IV
COVENANTS

Section 4.1 - Covenants. Borrower covenants and agrees with RDOC that, so long as this Agreement remains in effect, Borrower will:

(a) **Financial Records.** Maintain its books and records in accordance with generally accepted accounting principles (**"GAAP"**), applied on a consistent basis, and to permit

employees, agents or assigns of RDOC, at any reasonable time, to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records.

(b) Financial Statements. Furnish RDOC with the following:

(i) Annual Statements. As soon as available, but in no event later than 90 days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, audited by a certified public accountant satisfactory to RDOC.

(ii) Additional Information. Furnish such additional information and statements, as RDOC may reasonably request from time to time.

(c) Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, the Note, the other Loan Documents and the 2010 License Agreement.

ARTICLE V
DEFAULT

Section 5.1 - Event of Default. Each of the following shall constitute an Event of Default under this Agreement:

(a) Payment Default. Borrower fails to make any payment when due under the Loan.

(b) Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Loan Documents and such failure is not cured by Borrower within 30 days of Borrower's written receipt of notice from RDOC setting forth the details of such failure.

(c) Default under 2010 License Agreement. Borrower is declared in default by RDOC under **Section 7.1** of the 2010 License Agreement and such event of default is not cured in accordance with **Section 7.2** of the 2010 License Agreement.

(d) False Statements. Any warranty, representation or statement made or furnished to RDOC by Borrower, or on Borrower's behalf, under this Agreement or the Loan Documents is false or misleading in any material respect, either now, as of Closing, or at the time made or furnished, or becomes false or misleading in any material respect at any time thereafter.

(e) Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's

property, any assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Section 5.2 - Effect of an Event of Default. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Loan Documents, all commitments and obligations of RDOC under this Agreement, the Loan Documents or the 2010 License Agreement immediately will terminate and, at RDOC's option and sole discretion, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "**Insolvency**" in **Section 5.1(e)** above, such acceleration shall be automatic and not optional, In addition, RDOC shall have all the rights and remedies provided in the Loan Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of RDOC's rights and remedies shall be cumulative and may be exercised singularly or concurrently, Election by RDOC to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower shall not affect RDOC's right to declare a default and to exercise its rights and remedies.

Section 5.4 - Force Majenre. Notwithstanding anything in this Agreement or other Loan Documents to the contrary, Borrower shall not be liable for any failure or delay in performance under this Agreement (including for delay in the payment of money due and payable under the Loan Documents) to the extent said failures or delays are caused by conditions beyond Borrower's control including, but not limited to Acts of God, government sanctions or restrictions, quarantines, strikes, riots, wars or other military action, civil disorder, acts of terrorism, rebellions or revolutions, fires, floods, vandalism, sabotage or the acts of third parties, and/or any other cause beyond Borrower's reasonable control; provided that, as a condition to the claim of nonliability, Borrower shall give RDOC prompt written notice, with full details following the occurrence of the cause relied upon.

ARTICLE VI
MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are a part of this Agreement:

Section 6.1 - Term. This Agreement shall be effective as of **March 25, 2011**, and shall continue in full force and effect until such time as all Indebtedness has been paid in full, or until such time as the Parties may agree in writing to terminate this Agreement.

Section 6.2 - Release. Effective upon Closing, RDOC and RG, on behalf of themselves and their respective past, present and future members, affiliates, successors and assigns, hereby release and forever discharge RDE and Borrower and their respective past, present and future subsidiaries, employees, directors, officers, shareholders, attorneys, agents, successors and

assigns, for, from and against any and all demands, damages, losses, costs, expenses, obligations, liabilities, claims, actions, causes of action, judgments, penalties and suits of any kind, nature or description whatsoever, whether or not now known, suspected or unsuspected, in contract or in tort, at law, in equity, or otherwise, heretofore or hereafter occurring, accruing or arising, that RDOC or RG has, may have or may have had based upon or arising out of the Unpaid Royalties, The releases provided for in this paragraph shall not extend to the obligations of Borrower under this Agreement, the Note, the other Loan Documents, or the 2010 License Agreement.

Section 6.3 - Amendments. This Agreement, together with any Loan Documents, constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment,

Section 6.4 - Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of RDOC's costs and expenses, including RDOC's attorneys' fees and RDOC's legal expenses, incurred in connection with the enforcement of this Agreement. RDOC may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Such costs and expenses include RDOC's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Section 6.5 - caption Headings, Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Section 6.6 - Governing Law. This Agreement will be governed by, construed and enforced in accordance with federal laws and the laws of the State of Arizona. This Agreement has been accepted by RDOC in the State of Arizona.

Section 6.7 - No Waiver by RDOC. RDOC shall not be deemed to have waived any rights under this Agreement, the Loan Documents or 2010 License Agreement, unless such waiver is given in writing and signed by RDOC. No delay or omission on the part of RDOC is exercising any right shall operate as a waiver of well right or any other right. A waiver by RDOC of a provision of this Agreement, the Loan Documents or 2010 License Agreement shall not prejudice or constitute a waiver of RDOC's right otherwise to demand strict compliance with that provision or any other provision of this Agreement, the Loan Documents or 2010 License Agreement. No prior waiver by RDOC, nor any course of dealing between RDOC and Borrower, shall constitute a waiver of any of RDOC's rights or of any of Borrower's obligations as to any future transactions. Whenever the consent of RDOC is required under this Agreement, the granting of such consent by RDOC in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may he granted or withheld in the sole discretion of RDOC.

Section 6.8 - Notices. All notices and other communications provided for herein shall be in writing and shall be delivered to the intended recipient at the **"Address for Notices"** specified below or at such other address as shall be designated by a party in a notice to each other party. All notices and other communications hereunder shall be deemed to have been duly given, in the case of hand delivery or overnight delivery, when received, or when actually received by telefacsimile, or in the case of mail, 3 Business Days after the date deposited in the mail, addressed as aforesaid.

To RDOC:

Rich Dad Operating Company, LLC
Attention: Michael Sullivan
4330 North Civic Center Plaza
Suite 101
Scottsdale, Arizona 85251
Facsimile: (480) 348-1439

With a copy to:

Charles W. Lotzar
Lazar Law Firm, P.C.
6263 North Scottsdale Road, Suite 216
Scottsdale, Arizona 85250
Facsimile: (480) 905-0321

To Borrower:

Tigrent Inc.
Attention: James E. May
Chief Administration Officer
and General Counsel
1612 E. Cape Coral Parkway
Cape Coral, Florida 33904
Facsimile: (239) 540-6501

Section 6.9 - Severability. If a court of competent jurisdiction finds any provision or this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable, If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or enforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Section 6.10 - Successors and Assigns. All covenants and agreements contained by or on behalf of Borrower shall bind Borrower's successors and assigns and shall inure to the benefit of RDOC and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of RDOC, which consent may be withheld by RDOC in its sole and absolute discretion.

Section 6.11 - Survival of Representations and Warranties. Borrower understands and agrees that in extending the Loan, RDOC is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to RDOC under this Agreement or the Loan Documents. Borrower further agrees all such representations, warranties and covenants will survive the extension of the Loan and delivery to RDOC of the Loan Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Section 6.12 - Time is of the Essence. Time is of the essence in the performance of this Agreement.

ARTICLE VII
DEFINITIONS

Section 7.1 - Definitions. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement.

(a) Agreement. The word "**Agreement**" means this Loan Agreement, as it may be amended or modified from time to time, together with all exhibits and schedules attached to this Loan Agreement from time to time.

(b) Closing. The word "**Closing**" means the execution and delivery of this Agreement, the Note and the Loan Documents, Closing will occur on **March 25, 2011.**

(e) Indebtedness. The word "**Indebtedness**" means the indebtedness evidenced by the Note or Loan Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Loan Documents.

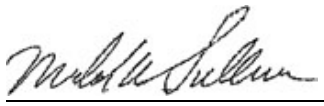
(f) **Loan.** The word "**Loan**" means any and all loans and financial accommodations from RDOC to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

(g) **Note.** The word "**Note**" means the note executed by Tigrent, Inc, in the principal amount of **$3,500,000,** dated as of Closing, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note.

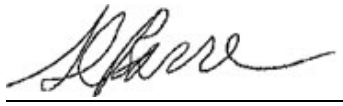
[Signatures Appear on the Following Page]

WITNESS WHEREOF, the undersigned have caused the Parties hereto to enter into this Agreement effective the date first written above.

Rich Dad Operating Company, LLC,
a Nevada limited liability company

By: 
Michael R. Sullivan
Its: Director of Operations

Tigrent Inc.,
a Colorado corporation

By: 
Steven C. Barre
Its: Chief Executive Officer

Rich Global, LLC,
a Wyoming limited liability company

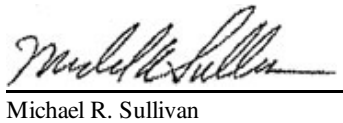
By: 
Michael R. Sullivan
Its: Director of Operations

EXHIBIT A

FORM OF PROMISSORY NOTE

PROMISSORY NOTE

$3,500,000 **March 25, 2011**

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as "**Maker**"), promises to pay to the order of **Rich Dad Operating Company, LLC,** a Nevada limited liability company (which, together with its successors and assigns and any other transferee or successor then becoming the holder of this Note, shall herein after be referred to as "**Payee**"), at **4330 North Civic Center Plaza, Suite 101, Scottsdale, Arizona 85281,** or such other place as Payee may from time to time designate in writing, in lawful money of the United States of America, the principal amount of **$3,500,000,** together with accrued interest thereon as more specifically set forth herein.

1. Definitions.

"**Business Day**" shall mean any day on which commercial banks are required to close in Maricopa County, Arizona.

"**Indebtedness**" shall mean the indebtedness evidenced by this Note or Loan Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Maker is responsible under this Note or under any of the Loan Documents.

"Note" shall mean this promissory note, and any note or notes issued in exchange or substitution therefor.

"**Post-Event of Default Rate**" shall mean, in respect of any principal of or interest on the Note or any other amount payable by Maker under the Note that is not paid when due (whether at stated maturity, by acceleration or otherwise), a rate per annum during the period from and including the due date to, but excluding the date such amount is paid in full, equal to [***].

2. Payment of Interest. So long as no Event of Default (as defined in **Section 7** herein) exists, interest on the unpaid principal balance of this Note shall accrue at the rate of [***] per annum commencing **January 1, 2011**. Accrued interest for the [***] period ending **June 30, 2011** in the amount of [***] shall be due and payable on **June 30, 2011**. Thereafter, accrued interest on the Note shall be due and payable in arrears in quarterly installments on the last day of each calendar quarter **(i.e., March 31st, June 30th, September 30th and December 31st.)**

3. Repayment of Principal.

(a) The outstanding principal balance of this Note shall be payable in installments according to the following schedule:

Date	Principal Installment
April 30, 2012	[***]
The last day of each calendar month commencing **May 31, 2012,** until fully paid.	[***]

(b) Interest payments under the Note shall be paid to RDOC. Payments of principal under the Note shall be paid, first, into the Escrow Account until the Escrow Account Shortfall has been amortized, and then to RDOC.

3. Optional Prepayment.

(a) Maker shall have the right to prepay the outstanding principal without premium or penalty in whole or in part on any Business Day, subject to this **Section 3**.

(b) Each prepayment shall be pursuant to a notice from Maker to Payee, which notice shall **(i)** specify the amount of interest and principal to be prepaid and the date of prepayment (which shall be a Business Day), **(ii)** be irrevocable, **(iii)** obligate Maker to prepay the principal outstanding hereunder in the amount and on the date specified therein, and **(iv)** be effective only if received by Payee not later than **1:00 p.m.** Phoenix, Arizona time on a date falling not later than 5 Business Days prior to the prepayment date specified therein.

(c) Prepaid amounts under this **Section 3** shall first be applied to reduce accrued but unpaid interest under the Note, with the remainder then applied to reduce outstanding principal amount of the Note.

4. Payments; Computations; Etc.

(a) All payments of principal, interest and other amounts to be made by Maker under this Note shall be made, in immediately available funds, to Payee no later than **1:00 p.m.** Phoenix, Arizona time on the date on which such payment shall become due (each such payment made after such time on such due date to be deemed to have been made on the next succeeding Business Day). If an Event of Default has occurred and is continuing, Payee may apply any such payment to amounts due hereunder as it may elect in its discretion. If the due date of any payment under this Note would otherwise fall on a day that is not a Business Day, such date shall be extended to the next succeeding Business Day and interest shall be payable for any principal so extended for the period of such extension. Any amount of principal not paid when due hereunder shall accrue interest at the Post-Event of Default Rate from the applicable due date through the date of the payment.

(b) Interest shall be computed on the basis of the actual days elapsed (including the first day but excluding the last day) occurring in the period for which payable, relative to a year of **365** or **366 days**, as the case may be.

5. Waiver of Notice of Demand, Etc. Maker, its permitted successors or assigns, and all persons liable hereon or liable for the payment of this Note, hereby waive presentment for

payment, demand, protest, and notice of demand, protest, and nonpayment, and consent to any and all renewals, extensions or modifications that might be made by Payee as to the time of payment of this Note from time to time.

6. Limitations on Interest. This Note is hereby expressly limited so that in no contingency or event whatsoever, whether by acceleration of maturity of this Note or otherwise, shall the amount paid or agreed to be paid to Payee for the use, forbearance or detention of the money advanced or to be advanced hereunder exceed the highest lawful rate permissible under applicable law. If, from any circumstances whatsoever, fulfillment of any provision hereof or of any other agreement evidencing or securing the indebtedness, at the time performance of such provision occurs, shall involve the payment of interest in excess of that authorized by applicable law, the obligation to be fulfilled shall be reduced to the limit so authorized by applicable law, and if, from any circumstances, Payee shall ever receive as interest an amount that would exceed the highest lawful rate applicable to Maker, such amount that would be excessive interest shall be applied to the reduction of the unpaid principal balance of the indebtedness evidenced hereby and not to the payment of interest.

7. Events of Default. Each of the following shall constitute an Event of Default under this Agreement:

(a) Payment Default. Maker fails to make any payment of Indebtedness when due under the Note or other Loan Documents.

(b) Other Defaults. Maker fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or other Loan Documents and such failure is not cured by Maker within **30 days** of Maker's receipt of written notice from RDOC setting forth the details of such failure.

(c) Default under 2010 License Agreement. Maker is declared in default by Payee under **Section 7.1** of the 2010 License Agreement and such event of default is not cured in accordance with **Section 7.2** of the 2010 License Agreement.

(d) False Statements. Any warranty, representation or statement made or furnished to Payee by Maker or on Maker's behalf under this Agreement or the Loan Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

(e) Insolvency. The dissolution or termination of Maker's existence as a going business, the insolvency of Maker, the appointment of a receiver for any part of Maker's property, any assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Maker.

8. Effect of an Event of Default. In the case of an Event of Default, other than insolvency referred to in **Section 7(e)** of this Note, Payee may, by notice to Maker, **(i)** declare the principal amount then outstanding of, and the accrued interest, on the Note and all other amounts payable by Maker hereunder to be forthwith due and payable, whereupon such amounts shall be immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby waived by Maker; and **(ii)** in the case of the occurrence of an

Event of Default referred to in Section 7(e) of this Note, the principal amount than outstanding of, and the accrued interest on all amounts payable by Maker under, this Note shall become automatically immediately due and payable without notice, presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by Maker,

9. **Force Majeure**. Notwithstanding anything in this Note or other Loan Documents to the contrary, Maker shall not be liable for any failure or delay in performance under this Agreement (including for delay in the payment of money due and payable under this Note or other Loan Documents) to the extent said failures or delays are caused by conditions beyond Maker's control including, but not limited to Acts of God, government sanctions or restrictions, quarantines, strikes, riots, wars or other military action, civil disorder, acts of terrorism, rebellions or revolutions, fires, floods, vandalism, sabotage or the acts of third parties, and/or any other cause beyond Maker's reasonable control; provided that, as a condition to the claim of nonliability, Maker shall give RDOC prompt written notice, with full details following the occurrence of the cause relied upon.

10. **WAIVER OF JURY TRIAL AND CONSENT TO JURISDICTION.** MAKER IRREVOCABLY CONSENTS TO THE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT SITTING IN MARICOPA COUNTY, ARIZONA, AND KNOWINGLY AND IRREVOCABLY WAIVES A TRIAL BY JURY WITH RESPECT TO ANY PROCEEDING INVOLVING THIS NOTE.

11. **Miscellaneous.**

(a) Waiver. No failure on the part of Payee to exercise and no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Note shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Note preclude any other or further exercise thereof or the exorcise of any other right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

(b) Notices. All notices and other communications provided for herein shall be in writing and shall be delivered to the intended recipient at the "**Address for Notices**" specified below or at such other address as shall be designated by a party in a notice to each other party. All notices and other communications hereunder shall he deemed to have been duly given, in the case of hand delivery or overnight delivery, when received, or when actually received by telefacsimile, or in the case of mail, 3 Business Days after the date deposited in, the mail, addressed as aforesaid.

To Payee:
Rich Dad Operating Company, LLC
Attention: Michael Sullivan
4330 North Civic Center Plaza
Suite 101
Scottsdale, Arizona 85251
Facsimile: (480) 348-1439

With a copy to:
Charles W. Lotzar
Lotzar Law Firm, P.C.
6263 North Scottsdale Road, Suite 216
Scottsdale, Arizona 85250
Facsimile: (480) 905-0321

To Maker:
Tigrent Inc.
Attention: James E. May,
Chief Administration Officer
and General Counsel
1612 E. Cape Coral Parkway
Cape Coral, Florida 33904
Facsimile: (239) 540-6501

(c) Expenses, Etc. Maker agrees to pay on demand **(i)** all reasonable costs and expenses of Payee, including counsels' fees, in connection with the enforcement of the Loan Documents; and **(ii)** all transfer, stamp, documentary or other similar taxes, assessments or charges levied by any governmental or revenue authority in respect of any of the foregoing or any other document referred to herein.

(d) Amendments, Etc. Any provision of this Note may be modified or waived by an instrument or instruments in writing signed by Maker and Payee.

(e) Governing Law. The Note shall be governed by, and construed in accordance with, the laws of the state of Arizona.

(f) Severability. If any terms or provisions of this Note or the application thereof to any person or circumstance shall to any extent by invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

(g) Entire Agreement. This Note constitutes the entire agreement between the parties with respect to the subject matter hereof.

[Signature Appears on the Following Page]

IN WITNESS WHEREOF, intending to be legally bound, Maker has caused this Note to be executed and delivered on the date first above written.

MAKER:
TIGRENT INC., a Colorado corporation

By: _____
Print Name: _____
Its: _____

Exhibit 4

PROMISSORY NOTE

$3,500,000 **March 25, 2011**

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as "**Maker**"), promises to pay to the order of **Rich Dad Operating Company, LLC**, a Nevada limited liability company (which, together with its successors and assigns and any other transferee or successor then becoming the holder of this Note, shall herein after be referred to as "**Payee**"), at **4330 North Civic Center Plaza, Suite 101, Scottsdale, Arizona 85281,** or such other place as Payee may from time to time designate in writing, in lawful money of the United States of America, the principal amount of **$3,500,000,** together with accrued interest thereon as more specifically set forth herein.

1. Definitions.

"Business Day" shall mean any day on which commercial banks are required to close in Maricopa County, Arizona.

"Indebtedness" shall mean the indebtedness evidenced by this Note or Loan Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Maker is responsible under this Note or under any of the Loan Documents.

"Note" shall mean this promissory note, and any note or notes issued in exchange or substitution therefor.

"Post-Event of Default Rate" shall mean, in respect of any principal of or interest on the Note or any other amount payable by Maker under the Note that is not paid when due (whether at stated maturity, by acceleration or otherwise), a rate per annum during the period from and including the due date to, but excluding the date such amount is paid in full, equal to [***].

2. Payment of Interest. So long as no Event of Default (as defined in **Section 7** herein) exists, interest on the unpaid principal balance of this Note shall accrue at the rate of [***] per annum commencing **January 1, 2011.** Accrued interest for the [***] period ending **June 30, 2011** in the amount of [***] shall be due and payable on **June 30, 2011.** Thereafter, accrued interest on the Note shall be due and payable in arrears in quarterly installments on the last day of each calendar quarter (i.e., **March 31st, June 30th, September 30th and December 31st.)**

3. Repayment of Principal.

(a) The outstanding principal balance of this Note shall be payable in installments according to the following schedule:

Date	Principal Installment
April 30, 2012	[***]
The last day of each calendar month commencing **May 31, 2012,** until fully paid.	**[***]**

(b) Interest payments under the Note shall be paid to RDOC. Payments of principal under the Note shall be paid, first, into the Escrow Account until the Escrow Account Shortfall has been amortized, and then to RDOC.

3. Optional Prepayment.

(a) Maker shall have the right to prepay the outstanding principal without premium or penalty in whole or in part on any Business Day, subject to this **Section 3.**

(b) Each prepayment shall be pursuant to a notice from Maker to Payee, which notice shall **(i)** specify the amount of interest and principal to be prepaid and the date of prepayment (which shall be a Business Day), **(ii)** be irrevocable, **(iii)** obligate Maker to prepay the principal outstanding hereunder in the amount and on the date specified therein, and **(iv)** be effective only if received by Payee not later than **1:00 p.m.** Phoenix, Arizona time on a date falling not later than 5 Business Days prior to the prepayment date specified therein.

(c) Prepaid amounts under this **Section 3** shall first be applied to reduce accrued but unpaid interest under the Note, with the remainder then applied to reduce outstanding principal amount of the Note.

4. Payments; Computations; Etc.

(a) All payments of principal, interest and other amounts to be made by Maker under this Note shall be made, in immediately available funds, to Payee no later than **1:00 p.m.** phoenix, Arizona time on the date on which such payment shall become due (each such payment made after such time on such due date to be deemed to have been made on the next succeeding Business Day). If an Event of Default has occurred and is continuing, Payee may apply any such payment to amounts due hereunder as it may elect in its discretion. If the due date of any payment under this Note would otherwise fall on a day that is not a Business Day, such date shall be extended to the next succeeding Business Day and interest shall be payable for any principal so extended for the period of such extension. Any amount of principal not paid when due hereunder shall accrue interest at the Post-Event of Default Rate from the applicable due date through the date of the payment.

(b) Interest shall be computed on the basis of the actual days elapsed (including the first day but excluding the last day) occurring in the period for which payable, relative to a year of **365** or **366 days**, as the case may be.

5. Waiver of Notice of Demand, Etc. Maker, its permitted successors or assigns, and all persons liable hereon or liable for the payment of this Note, hereby waive presentment for

payment, demand, pretest, and notice of demand, protest, and nonpayment, and consent to any and all renewals, extensions or modifications that might be made by Payee as to the time of payment of this Note from time to time.

6. Limitations on Interest. This Note is hereby expressly limited so that in no contingency or event whatsoever, whether by acceleration of maturity of this Note or otherwise, shall the amount paid or agreed to be paid to Payee for the use, forbearance or detention of the money advanced or to be advanced hereunder exceed the highest lawful rate permissible under applicable law. If, from any circumstances whatsoever, fulfillment of any provision hereof or of any other agreement evidencing or securing the indebtedness, at the time performance of such provision occurs, shall involve the payment of interest in excess of that authorized by applicable law, the obligation to be fulfilled shall be reduced to the limit so authorized by applicable law, and if, from any circumstances, Payee Shall ever receive as interest an amount that would exceed the highest lawful rate applicable to Maker, such amount that would be excessive interest shall be applied to the reduction of the unpaid principal balance of the indebtedness evidenced hereby and not to the payment of interest.

7. Events of Default. Each of the following shall constitute an Event of Default under this Agreement:

(a) Payment Default. Maker fails to make any payment of Indebtedness when due under the Note or other Loan Documents.

(b) Other Defaults. Maker fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or other Loan Documents and such failure is not cured by Maker within 30 days of Maker's receipt of written notice from RDOC setting forth the details of such failure.

(c) Default under 2010 License Agreement. Maker is declared in default by Payee under **Section 7.1** of the 2010 License Agreement and such event of default is not cured in accordance with **Section 7.2** of the 2010 License Agreement.

(d) False Statements. Any warranty, representation or statement made or furnished to Payee by Maker or on Maker's behalf under this Agreement or the Loan Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

(e) Insolvency. The dissolution or termination of Maker's existence as a going business, the insolvency of Maker, the appointment of a receiver for any part of Maker's property, any assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Maker.

8. Effect of an Event of Default. In the case of an Event of Default, other than Insolvency referred to in **Section 7(e)** of this Note, Payee may, by notice to Maker, (1) declare the principal amount then outstanding of, and the accrued interest, on the Note and all other amounts payable by Maker hereunder to be forthwith due and payable, whereupon such amounts shall be immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby waived by Maker; and (ii) in the case of the occurrence of an

Event of Default referred to in **Section 7(e)** of this Note, the principal amount then outstanding of, and the accrued interest on all amounts payable by Maker under, this Note shall become automatically immediately due and payable without notice, presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by Maker.

9. Force Majeure. Notwithstanding anything in this Note or other Loan Documents to the contrary. Maker shall not be liable for any failure or delay in performance under this Agreement (including for delay in the payment of money due and payable under this Note or other Loan Documents) to the extent said failures or delays are caused by conditions beyond Maker's control including, but not limited to Acts of God, government sanction or restrictions, quarantines, strikes, riots, wars or other military action, civil disorder, acts of terrorism, rebellions or revolutions, fires, floods, vandalism, sabotage or the acts of third parties, and/or any other cause beyond Maker's reasonable control; provided that, as a condition to the claim of nonliability, Maker shall give RDOC prompt written notice, with full details following the occurrence of the cause relied upon.

10. WAIVER OF JURY TRIAL AND CONSENT TO JURISDICATION. MAKER. IRREVOCABLY CONSENTS TO THE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT SITTING IN MARICOPA COUNTY, ARIZONA, AND KNOWINGLY AND IRREVOCABLY WAIVES A TRIAL BY JURY WITH RESPECT TO ANY PROCEEDING INVOLVING THIS NOTE.

11. Miscellaneous.

(a) Waiver. No failure on the part of Payee to exercise and no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Note shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Note preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

(b) Notices. All notices and other communications provided for herein shall be in writing and Shall be delivered to the intended recipient at the "**Address for Notices**" specified below or at such other address as shall be designated by a party in a notice to each other party. All notices and other communication hereunder shall be deemed to have been duly given, in the case of hand delivery or overnight delivery, when received, or when actually received by telefacsimile, or in the case of mail, 3 Business Days after the date deposited in the mail, addressed as aforesaid.

To Payee: Rich Dad Operating Company, LLC
Attention: Michael Sullivan
4330 North Civic Center Plaza
Suite 101
Scottsdale, Arizona 85251
Facsimile: (480) 348-1439

With a copy to: Charles W. Lotzar
Lotzar Law Firm, P.C.
6263 North Scottsdale Road, Suite 216
Scottsdale, Arizona 85250
Facsimile: (480) 905-0321

To Maker: Tigrent Inc.
Attention: James E. May,
Chief Administration Officer
and General Counsel
1612 E Cape Coral Parkway
Cape Coral, Florida 33904
Facsimile: (239) 540-6501

(c) Expenses, Etc. Maker agrees to pay on demand (i) all reasonable costs and expenses of Payee, including counsels' fees, in connection with the enforcement of the Loan Documents; and (ii) all transfer, stamp, documentary or other similar taxes, assessments or charges levied by any governmental or revenue authority in respect of any of the foregoing or any other document referred to herein.

(d) Amendments, Etc. Any provision of this Note may be modified or waived by an instrument or instruments in writing signed by Maker and Payee.

(e) Governing Law. The Note shall be governed by, and construed in accordance with, the laws of the state of Arizona.

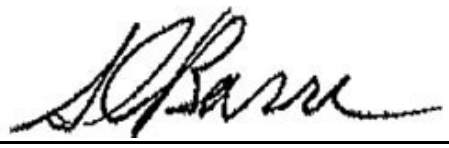
(f) Severability. If any terms or provisions of this Note or the application thereof to any person or circumstance shall to any extent by invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

(g) Entire Agreement. This Note constitutes the entire agreement between the parties with respect to the subject matter hereof.

[Signature Appears on the Following Page]

IN WITNESS WHEREOF, intending to be legally bound, Maker has caused this Note to be executed and delivered on the date first above written.

MAKER:
TIGRENT INC., a Colorado corporation



By: _____
Print Name: Steven C. Barve
Its: CEO

Exhibit 5

Cohen Kennedy Dowd & Quigley, P.C.
The Camelback Esplanade I
2425 East Camelback Road ● Suite 1100
Phoenix, Arizona 85016
Telephone 602●252●8400 Facsimile 602●252●5339

Ronald Jay Cohen (003041) Email: rcohen@ckdqlaw.com
Daniel P. Quigley (009809) Email: dquigley@ckdqlaw.com
Gabriel R. Aragon (024649) Email: garagon@ckdqlaw.com
Allison N. Clemency (029854) Email: aclemency@ckdqlaw.com
Attorneys for Plaintiff

ARIZONA SUPERIOR COURT

COUNTY OF MARICOPA

TIGRENT INC., a Colorado corporation doing business as Rich Dad Education, Plaintiff, vs. RICH DAD OPERATING COMPANY, LLC, a Nevada limited liability company; RICH DAD: GLOBAL ENTREPRENEURS ORGANIZATION, a business entity; DARREN WEEKS, an individual; and, ROBERT KIYOSAKI, an individual, Defendants.	Case No: CV2014-003169 **STIPULATION FOR DISMISSAL WITH PREJUDICE** (Assigned to the Honorable David Cunanan)

The parties in the above-captioned action have reached a settlement of their disputes and desire to conclude the litigation. Therefore, the parties stipulate that the Court may enter an Order dismissing this action in its entirety with prejudice.

A proposed form of Order accompanies this Stipulation.

RESPECTFULLY SUBMITTED this ___ day of April, 2014.

Cohen Kennedy Dowd & Quigley, P.C.
The Camelback Esplanade I
2425 East Camelback Road, Suite 1100
Phoenix, Arizona 85016
Attorneys for Plaintiff

By: _____
Ronald Jay Cohen
Daniel P. Quigley
Gabriel R. Aragon
Allison N. Clemency

ROSHKA DEWULF & PATTEN
One Arizona Center
400 East Van Buren Street, Suite 800
Phoenix, Arizona 85004
Attorneys for RDOC

By: _____
John DeWulf
Maura Quigley

QUARLES & BRADY LLP
One Renaissance Square
Two North Central Ave.
Phoenix, Arizona 85004
Attorneys for Robert Kiyosaki

By: _____
Don Martin
Sarah Anchors

BURCH & CRACCHIOLO, P.A.
702 East Osborn Road, Suite 200
Phoenix, Arizona 85014
Attorneys for Darren Weeks and Rich Dad: Global Entrepreneurs Organization

By: _____
Edwin D. Flemming

The foregoing was electronically
FILED with the Clerk of Court
this __ day of April, 2014 and a copy
sent via the E-filing System to:

Honorable David Cunanan
MARICOPA COUNTY SUPERIOR COURT
201 West Jefferson
Central Court Building – 4B
Phoenix Arizona 85003-2243

And a COPY sent via electronic mail
and U.S. mail this __ day of April, 2014 to:

John DeWulf
Maura Quigley
ROSHKA DEWULF & PATTEN
One Arizona Center
400 East. Van Buren Street, Suite 800
Phoenix, Arizona 85004
Attorneys for RDOC

Don Martin
Sarah Anchors
QUARLES & BRADY LLP
One Renaissance Square
Two North Central Ave.
Phoenix, Arizona 85004
Attorneys for Robert Kiyosaki

Edwin D. Flemming
BURCH & CRACCHIOLO, P.A.
702 East Osborn Road, Suite 200
Phoenix, Arizona 85014
Attorneys for Darren Weeks and Rich Dad: Global Entrepreneurs Organization

Cohen Kennedy Dowd & Quigley, P.C.
The Camelback Esplanade I
2425 East Camelback Road ● Suite 1100
Phoenix, Arizona 85016
Telephone 602●252●8400 Facsimile 602●252●5339

Ronald Jay Cohen (003041) Email: rcohen@ckdqlaw.com
Daniel P. Quigley (009809) Email: dquigley@ckdqlaw.com
Gabriel R. Aragon (024649) Email: garagon@ckdqlaw.com
Allison N. Clemency (029854) Email: aclemency@ckdqlaw.com
Attorneys for Plaintiff

ARIZONA SUPERIOR COURT

COUNTY OF MARICOPA

TIGRENT INC., a Colorado corporation doing business as Rich Dad Education, Plaintiff, vs. RICH DAD OPERATING COMPANY, LLC, a Nevada limited liability company; RICH DAD: GLOBAL ENTREPRENEURS ORGANIZATION, a business entity; DARREN WEEKS, an individual; and, ROBERT KIYOSAKI, an individual, Defendants.	Case No: CV2014-003169 **DISMISSAL WITH PREJUDICE** (Assigned to the Honorable David Cunanan)

Pursuant to the parties' Stipulation for Dismissal with Prejudice, and good cause appearing therefor,

IT IS HEREBY ORDERED that this action is dismissed in its entirety with prejudice.

ENTERED IN OPEN COURT this ___ day of April, 2014.

Honorable David Cunanan

Cohen Kennedy Dowd & Quigley, P.C.
The Camelback Esplanade I
2425 East Camelback Road ● Suite 1100
Phoenix, Arizona 85016
Telephone 602●252●8400 Facsimile 602●252●5339

Ronald Jay Cohen (003041) Email: rcohen@ckdqlaw.com
Daniel P. Quigley (009809) Email: dquigley@ckdqlaw.com
Gabriel R. Aragon (024649) Email: garagon@ckdqlaw.com
Attorneys for Plaintiff

UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

Tigrent Inc., a Colorado corporation doing business as Rich Dad Education, Plaintiff, vs. Darren Weeks, an individual; and, Rich Dad: Global Entrepreneurs Organization, a Canadian business, Defendants.	Case No: **STIPULATION FOR DISMISSAL WITH PREJUDICE** (Assigned to the Honorable David G. Campbell)

The parties in the above-captioned action have reached a settlement of their disputes and desire to conclude the litigation. Therefore, the parties stipulate that the Court may enter an Order dismissing this action in its entirety with prejudice.

A proposed Order accompanies this Stipulation.

RESPECTFULLY SUBMITTED this ___ day of April, 2014.

Cohen Kennedy Dowd & Quigley, P.C.
The Camelback Esplanade I
2425 East Camelback Road, Suite 1100
Phoenix, Arizona 85016
Attorneys for Plaintiff

By: _____
Ronald Jay Cohen
Daniel P. Quigley
Gabriel R. Aragon

Burch & Cracchiolo, P.A.
702 East Osborn Road, Suite 200
Phoenix, Arizona 85014
Attorneys for Darren Weeks and Rich Dad:
Global Entrepreneurs Organization

By: _____
Edwin D. Flemming

CERTIFICATE OF SERVICE

I hereby certify that on April ___, 2014, I electronically transmitted the attached document to the Clerk's office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the following CM/ECF registrants and/or mailed copies of the same to unregistered CM/ECF parties;

Edwin D. Flemming
Burch & Cracchiolo, P.A.
702 East Osborn Road, Suite 200
Phoenix, Arizona 85014
Attorneys for Darren Weeks and Rich Dad:
Global Entrepreneurs Organization

UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

Tigrent Inc., a Colorado corporation doing business as Rich Dad Education, Plaintiff, vs. Darren Weeks, an individual; and, Rich Dad: Global Entrepreneurs Organization, a Canadian business, Defendants.	Case No: 2:14-cv-006600-DGC **DISMISSAL WITH PREJUDICE** (Assigned to the Honorable David G. Campbell)

Pursuant to the parties' Stipulation For Dismissal With Prejudice, and good cause appearing therefor,

IT IS HEREBY ORDERED that this action is dismissed in its entirety with prejudice.

ENTERED this __ day of April, 2014.

Honorable David G. Campbell

Exhibit 10.8

TALENT ENDORSEMENT AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is made as of this _____ day of _____ 2013 by and between Tigrent Learning UK Limited of Boston House, 69 — 75 Boston Manor Road, Brentford, Middlesex, TW8 9.1J ("Company") and Celebrity Speakers of 90 High Street, Burnham, Buckinghamshire, SL1 7JT ("CSA") agent for Robbie Fowler ("Talent") in his individual capacity or his duly appointed Representative (collectively the "Parties").

WITNESSETH:

WHEREAS,

1. Talent is currently a well-known public figure;

2. Company has entered into an agreement dated 2nd November 2012 with CSA ("Primary Agreement") to engage the services of the Talent to endorse the Company's new property training course "Property Academy" ("Property Training Course") to be launched in 2013 as specified in clause 5 of the schedule to the Primary Agreement.

3. Company is engaged in developing, creating and providing educational training, products and materials related to real estate, securities and options trading and investment, as well as general wealth building and investing strategies, principles and motivation.

4. It is hereby acknowledged by the Parties that the Company is desirous of acquiring the right and license to utilize Talent's name and brand, likeness and image to endorse by way of advertisement, promotion, and sale of a new property training brand ("Property Academy") to be launched by the Company and as defined in this Agreement and Talent is willing to grant such right and license as herein below provided.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, it is agreed as follows:

1. DEFINITIONS

The following meanings shall apply to this agreement:

1. "Commencement Date" means: 1st January 2013.

2. "Materials" means: Power Point Presentations, Marketing Collaterals, Banners, Workbooks, Flyers or any other physical item required for the promotion and delivery of the Company's new Property Training Course "Property Academy".

3. "Product" means: The products and materials the Company develops, creates or provides in connection with its educational training, products and materials relating to the Property Training Course.

4. "Property" means: Talents name, initials, facsimile signature, photograph, video or images, likeness or other such pre-approved copy.

CERTAIN PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT UNDER RULE 24B-2 UNDER THE SECURITIES EXCHANGE ACT OF 1934. OMISSIONS ARE DESIGNATED [***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

5. "Property Training Course" means: the property training course developed or to be developed by the Company to be called and marketed under the name/brand "Property Academy" or any other such name as agreed by the Parties.

6. "Territory" means: United Kingdom.

7. "Term" means: 1.5t January 2013 to 315t December 2013 or until terminated under the provisions of this Agreement or the Primary Agreement.

2. GRANT OF RIGHTS

Subject to the terms and conditions and in consideration of the payments set forth herein and in the Primary Agreement, CSA as disclosed agent for Talent grants to Company from the Commencement Date the right and license during the Term of this Agreement in the Territory to use the "Property" in connection with the advertisement, promotion, and sale of the Property Training Course and the Product as well as the right to use such Property on the Product and related packaging. The above license grant shall apply to all material objects of the Property, in which the Property is fixed by any method now known or later developed, and from which the Property can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. The parties further understand and agree that Company hereby reserves the right to display its copyright notice on advertisements, promotions or other materials as well as all Product, no matter what form or media, containing the Property subject always to all and any copyright or other interests of the Talent.

CSA on behalf of Talent further grants and assigns to Company the right to enforce applicable copyright and intellectual property laws against third party infringers or malfeasors on Talent's behalf or in Talent's name.

2A. ADDITIONAL DUTIES AND PUBLIC APPEARANCES

In accordance with the Primary Agreement, the Talent agrees that during the Term, he will make public appearances at the request of the Company, to include appearing at Company events and/or participating in photo shoots as requested by Company, not to exceed more than four such appearances or photo shoots per calendar year. Any public appearance and/or photo shoot must be approved by the Talent prior to his agreement to attend, which shall not be unreasonably withheld providing the Talent does not have any prior professional or other commitments and reasonable and adequate notice is given and received by CSA on behalf of Talent. The parties agree that Company will pay any necessary and reasonable travel and lodging expenses incurred by Talent in making such requested appearances as per "part 1" of the Primary Agreement.

3. TERM

This Agreement shall be effective as of the date of execution by both parties. The period of license granted shall be for the Term and shall extend for a period of twenty four (24) months or until terminated as per clause 8 herein. It is agreed that the Term may be extended upon mutual agreement between the parties.

4. COMPENSATION

In consideration for the licenses granted hereunder, Company agrees to pay to CSA as follows:

a. A [***]in the amount of [***]of Company's revenues from sales of the Property Training Course and all Products after deductions for VAT, returns, refunds

b. Company shall be responsible for the tracking of sales of the Property Training Course and all Products containing the Property and providing to CSA:

i. A monthly list of the sales of Property Training Course and Product (with supporting sales prices and reconciled reports).

ii. Payment to CSA no later than thirty (30) days after receipt of invoice from CSA. CSA shall submit invoice to the Company no later than thirty (30) days after Company provides CSA with the list of the sales of Product (containing the Property with such supporting information that may be required or requested to be disclosed).

c. CSA shall have the right to request an independent audit of the sales of the Product containing the Property which the Company agrees to assist within a reasonable period of time of such request.

5. REVIEW OF MATERIALS

a. Talent shall have the right of approval in respect of all Product being proposed as any part of the Property appearing or integrated into it and all proposed use of the Property (including to whom the Property is distributed for sale if other than the general public) prior to public release and distribution.

b. All Materials or any part thereof shall be sent by the Company to CSA for approval by Talent.

c. Talent shall have seven (7) days following receipt of such Materials or any part thereof displaying the intended use of the Property to review and for CSA to provide to Company written approval for such use.

d. In the event that Talent objects to the Products or any part thereof and/or any proposed use of the Property, CSA on behalf of Talent shall submit to Company, within seven (7) days following Company's official submission of materials, a written request for revisions. Talent shall not make any request for unreasonable revisions and shall not withhold consent for any proposed use of the Property unreasonably.

e. In the event that Talent does not provide either written approval of materials or a written request for revisions of such materials containing a proposed use of the Property within ten (10) days following Company's submission of such materials to Talent for review, such non-response shall automatically be deemed to be an acceptance and approval of the proposed use of the Property.

6. RESERVATION OF RIGHTS

a. Subject to the terms of this Agreement, Talent shall retain all rights in and to his name and in the Property, his right of publicity, and the endorsement and, whether during the Term or any extension thereof, Talent shall not be prevented from using, permitting, or licensing by whatever means ,others to use his name or endorsement in connection with the advertisement, promotion, and sale of any product or service other than the Product or those that are substantially similar to the Product, including but not limited to all real estate, securities and/or options trading and investment educational trainings, products, materials. Company and Talent agree that they shall take all necessary steps during the Term to protect the endorsement in connection with the advertisement, promotion, and sale of the Product, subject always to the Company bearing any costs or liabilities in taking such steps and fully indemnifying the Talent and his agent in respect thereof.

b. It is understood and agreed that Talent shall retain all copyright and all other rights, title, and interest in the Property, including his likeness, name, and/or trademarks, where applicable, except as licensed hereunder.

c. Subject to the terms of this Agreement and in particular 5 above, it is understood and agreed that Company shall retain all right, title, and interest, including but not limited to all copyright interest, in and to the Product and any advertising or marketing collateral and/or materials created utilizing the Property under the license granted herein. The Company agrees to defend and fully indemnify the Talent and/or his agents in respect of such rights retained by the Company.

d. The parties agree to execute any documents reasonably requested by the other party to affect any of the above provisions. The Company agrees to defend and fully indemnify the Talent and/or his agents of any costs that may be incurred in complying with this provision.

7. REPRESENTATIONS, WARRANTIES AND INDEMNITY

a. Talent represents and warrants that he has not granted nor will he grant to any other party any right, permission, or license to use the Property in connection with the advertisement, sale, or promotion of the Product or in connection with products that are identical or substantially similar to the Product.

b. Talent further represents and warrants to Company that he has the full right, power, and authority to grant the Property herein.

c. Talent further represents and warrants that he has not misrepresented or concealed anything with respect to his background that may have a prejudicial effect on the value of the endorsement, that he is in good health, and that he has not engaged nor will he engage during the Term of this Agreement in any activity (criminal or otherwise) that could potentially have a negative impact on the Product.

d. Company agrees to defend, indemnify, and hold Talent harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against Talent based on the manufacture or sale of the Product including, but not limited to, actions founded on product liability.

e. Talent agrees to defend, indemnify, and hold Company, and its officers, directors, agents, and employees, harmless against all costs, expenses, and losses (including reasonable legal fees and costs) incurred through claims of third parties against Company based on a breach by Talent of any representation and/or warranty made in this Agreement or with respect to any third-party claims for infringement involving the use of the Property by Company.

8. TERMINATION

a. Except as provided in this Section 8, this Agreement shall terminate immediately upon the earlier of (i) the Term of this Agreement or (ii) dissolving of Company and/or Company's complete cessation of doing all business.

b. Either party shall have the right to terminate this Agreement immediately in the event that Talent or the Company does any of the following:

i. Engages in illegal, immoral, or criminal conduct resulting in a felony conviction;

ii. Misrepresents or conceals anything in their background that could be detrimental to the value of the endorsement being made;

iii. Engages in conduct contrary to the best interests of the other party;

iv. Engages in conduct that reasonably offends the sensitivities of a significant portion of the population; or

v. Engages in conduct that could bring the other party into public disrepute.

c. Either party may terminate this provision at any time during the Term, in the event either party is guilty of a material breach of this Agreement, having been given notice of such breach and the breach not being rectified within a reasonable period of time.

9. POST-TERMINATION RIGHTS

a. Talent agrees that Company shall, for a period of nine (9) months (Sell-Off Period) following the effective date of termination, have the right to continue to sell Product bearing the Property and/or utilize advertising materials and collateral bearing the Property. Such sales and use shall be made subject to all the provisions of this Agreement and in particular clause 4 hereof.

b. Upon the expiration or termination of this Agreement, all rights granted to Company under this Agreement shall forthwith terminate and immediately revert to Talent, and Company shall, following the completion of the Sell-Off Period discontinue all use of and reference to the Property.

10. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement shall be construed as establishing a partnership, or a joint venture relationship between Talent and Company.

11. FORCE MAJEURE

Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event.

12. NOTICES

Notice: Each notice, request or demand given or required to be given pursuant to this Agreement shall be in writing and shall deemed sufficiently given if both emailed and deposited in the United Kingdom mail, registered First Class, postage pre-paid, and addressed to the address of the intended recipient set forth below, or to such other address as may be specified in this Agreement or in writing by the parties and receipt shall be deemed if sent by (i) email on the same day if sent on a day open for business and (ii) post on the second day from posting, open for business.

If to Company	**Name:**	lain Edwards
	Address:	Tigrent Learning UK Ltd Boston House 69 — 75 Boston Manor Road Brentford Middlesex TW8 9.1.1 England
	Telephone:	02089 966700
	Facsimile:	02089 966701
	Email:	iainedwards@tiRrent.com
If to CSA	**Name:**	Sharon Bowler
	Address:	Celebrity Speakers Ltd 90 High Street Burnham Buckinghamshire SL1 7JT England
	Telephone:	01628 601400
	Facsimile:	01628 601401
	Email:	Sharon@speakers.co.uk
If to Talent	**Name:**	Robbie Fowler
	Address:	c/o Celebrity Speakers Ltd — As above

13. JURISDICTION/DISPUTES

This Agreement shall be deemed to have been made in England. This Agreement shall be governed by the laws of England and Wales, and all actions brought hereunder whether at law or in equity shall be brought in England. The parties hereby agree that any and all claims arising from or in connection with the subject matter of this Agreement must be brought in England before the County Court or High Court.

14. AGREEMENT BINDING ON SUCCESSORS

The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.

15. ASSIGNABILITY

The Parties may not assign this Agreement or the rights and obligations hereunder to any third party without the prior express written approval of the other Party.

16. WAIVER

No delay, failure or waiver by either party to exercise any right or remedy under this Agreement, and no partial or single exercise, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

17. SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

18. SURVIVAL

The parties' rights and obligations under the Primary Agreement and Articles 4, 6, 7, 9, 10, 12, 13, 14, and 15 shall survive any expiration or earlier termination of this Agreement.

19. HEADINGS

All section and subsection headings contained in this Agreement are for convenience only and shall not be deemed to constitute a part of this Agreement nor affect the meaning of same.

20. NO DRAFTER

Both parties warrant and represent that each have had equal input in drafting this Agreement and have had the opportunity to consult with independent legal counsel.

21. EXPENSES

Bar those covered in clause 1A, each party shall bear all expenses incidental to the performance of its obligations under this Agreement.

22. SEPARATE COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

23. ENTENT OF AGREEMENT

This Agreement is subject to the terms of the Primary Agreement and both agreements supersede any and all other agreements, either verbal or in writing between the parties hereto with respect to the use of Talent's Property by Company, and contains all of the covenants and agreements between the parties with respect to such use in any manner whatsoever providing that the terms of the Primary Agreement shall remain effective at all times and such terms shall take precedence in the event of any conflict between the terms. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, verbally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party, other than as expressed in the Primary Agreement and any other written agreement dated concurrent with or after this Agreement shall be valid as between the signing parties thereto provided always such agreement does not override or conflict with the terms of the Primary Agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

COMPANY	**CSA on behalf of TALENT**
Tigrent Learning UK Limited	
lain Edwards (authorized signatory)	Sharon Bowler (authorized signatory)
Date	Date