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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 25, 2018

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

Nevada

(State or other jurisdiction
of incorporation)

000-55790

(Commission File Number)

39-2079974

(IRS Employer
Identification No.)

1612 Cape Coral Parkway East, Cape Coral, Florida

(Address of principal executive offices)

33904

(Zip Code)

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

N/A

(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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement

On January 25, 2018, the Company entered into a Second Amendment to Rich Dad Operating Company, LLC License Agreement (the “Second Amendment”) that amends certain terms of the Rich Dad Operating, Company, LLC License Agreement dated September 1, 2013 by and between Rich Dad Operating Company, LLC (“RDOC”) and us (the “License Agreement”) and extends the term of the License Agreement to September 1, 2019. In addition, the Company and two of its officers, and RDOC and certain individuals affiliated with RDOC entered into a Mutual Waiver and Release of Claims (“Mutual Release”).

Under the terms of the Second Amendment, the Company has been granted a worldwide license to use certain intellectual property of RDOC to develop, market, sell, and conduct Rich Dad Education branded educational products and services in real estate investing, business strategies, stock market investment techniques, stock/paper assets, cash management, asset protection, and other financially oriented subjects in any form of communication or media, in exchange for which the Company agreed to pay a monthly royalty to RDOC.

Under the terms of the Mutual Release, the Company and two of its officers, Anthony Humpage and James E. May, on the one hand, and RDOC and two of its officers, Mike Sullivan and Shane Caniglia, as well as Robert Kiyosaki and Kim Kiyosaki, on the other, exchanged mutual releases of claims that any of them had or might have had with respect to matters in existence prior to the execution of the Mutual Release.

The foregoing description of the Second Amendment is qualified in its entirety by reference to such agreement which is filed as Exhibit 10.1 with portions omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment. The foregoing description of the Mutual Release is qualified in its entirety by reference to the full text of the Mutual Release which is attached hereto as Exhibit 10.2 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

Exhibit No.	Description
10.1	<u>Second Amendment to Rich Dad Operating Company, LLC License Agreement.**</u>
10.2	<u>Mutual Waiver and Release of Claims</u>

** Confidential Information has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information

SIGNATURES

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

Date: January 29, 2018

LEGACY EDUCATION ALLIANCE, INC.

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

CONFIDENTIAL TREATMENT REQUESTED BY LEGACY EDUCATION ALLIANCE, INC.

Portions herein identified by [****] have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

SECOND AMENDMENT TO RICH DAD OPERATING COMPANY, LLC LICENSE AGREEMENT

THIS SECOND AMENDMENT TO RICH DAD OPERATING COMPANY, LLC LICENSE AGREEMENT (“Amendment”) is entered into and shall be effective as of January 25, 2018 (“Amendment Effective Date”), by and between: (i) Rich Dad Operating Company, LLC, a Nevada limited liability company (“Licensor”); and (ii) Legacy Education Alliance Holdings, Inc., a Colorado corporation (“Licensee”) as successor in interest to Tigrent Inc.

Background

A. Licensor and Licensee entered into that certain Rich Dad Operating Company, LLC License Agreement dated as of September 1, 2013, as amended (the “License Agreement”).

B. The Effective Date of the License Agreement is September 1, 2013, and the Term of the License Agreement presently expires on September 1, 2018.

C. Licensor and Licensee desire to modify and amend the License Agreement on the terms and conditions set forth in this Amendment.

Amendment

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as to amend the License Agreement only as specifically set forth herein.

2. Licensor and Licensee acknowledge and affirm the accuracy and materiality of the foregoing Background recitals and incorporate them by reference.

3. All capitalized terms not otherwise defined in this Amendment will have the meanings set forth in the License Agreement.

4. Except as amended by this Amendment, the License Agreement shall remain unchanged and Licensor and Licensee acknowledge and agree that the Agreement, as amended by this Amendment, is hereby reaffirmed, ratified and confirmed in its entirety and is in full force and effect.

5. The License Agreement is hereby amended as follows:

a. Section 1.7 is hereby deleted in its entirety and replaced with the following:

“1.7 The term “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.”

CONFIDENTIAL TREATMENT REQUESTED BY LEGACY EDUCATION ALLIANCE, INC.

Portions herein identified by [****] have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

b. Section 1.8 is hereby deleted in its entirety and replaced with the following:

“1.8 The term “Field” means real estate investing, business strategies, stock market investment techniques, stock/paper assets, cash management, asset protection, and other financially-oriented subjects. “Field” shall not be deemed to include any type of coaching services and/or products relating to any of the foregoing subject matters.”

c. Section 1.10 is hereby deleted in its entirety and replaced with the following:

“1.10 The term “**Licensed Marks**” means the Licensor’s trademarks set forth on **Exhibit A** to this Amendment.”

d. Section 11.14 is hereby deleted in its entirety and replaced with the following:

e. 1.14. The term “Term” means the period of time from the Effective Date until the Agreement expires or is terminated as provided in Section 10 hereof.

f. Section 1.17 is hereby deleted in its entirety.

g. Section 2.1 is hereby deleted in its entirety and replaced with the following:

“2.1. Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, the **non-exclusive** right and license in and to the Licensed Intellectual Property and the sole and exclusive right to use the name “**Rich Dad Education**” (including any abbreviation or variation thereof) 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 during the Term of this Agreement, unless the license is earlier terminated as provided herein. 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 Licensed Marks.

CONFIDENTIAL TREATMENT REQUESTED BY LEGACY EDUCATION ALLIANCE, INC.

Portions herein identified by [****] have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

h. Section 3.2 is hereby deleted in its entirety and replaced with the following:

“3.2 Licensor shall not use, or grant to a third party the right to use, the name and mark “Rich Dad Education” or any abbreviation or variation thereof in the Field of Use during the Term.”

i. The first sentence of Section 5.1 is hereby deleted in its entirety and replaced with the following:

“5.1 In consideration of the Licenses granted hereunder, the Licensee shall pay to Licensor a monthly royalty in an amount equal to the greater of: (i) [****]; or (ii) [****]% of Licensee’s Cash Sales.”

j. The following is hereby added to the end of Section 5.1:

“In addition to Licensee’s remedies under Section 10.2, below, Licensee’s failure to timely pay the monthly royalty payments under this Section more than twice during any twelve (12) month period following the Amendment Effective Date shall constitute a material breach of this Agreement permitting Licensor to immediately terminate the license and/or this Agreement, and shall not be subject to the cure periods of Section 10.2.1.”

k. Section 10.1 is hereby deleted in its entirety and replaced with the following:

“10.1 The Term hereunder shall commence upon the Effective Date and shall expire on September 1, 2019 unless the Agreement is sooner terminated pursuant to Section 10.2 or 10.3.

l. Section 10.2 is hereby deleted in its entirety and replaced with the following; provided, however this revision shall not replace or affect the subsections of Section 10.2:

“10.2 The license hereunder and/or this Agreement may be terminated at any time.”

m. The first sentence of Section 10.3 is hereby deleted in its entirety and replaced with the following:

10.3 “Notwithstanding anything else in this Agreement to the contrary, this Agreement shall terminate without further action of either Licensor or Licensee, upon the occurrence of a Change in Control of Licensee Event.”

n. Section 10.4 is hereby deleted in its entirety and replaced with the following:

“10.4 Upon termination or expiration of the license and/or this Agreement, except as otherwise expressly provided in Section 10.5 below, all rights and privileges in and to the Licensed Intellectual Property granted to the Licensee herein shall automatically and immediately revert to Licensor or its nominee, the Licensee shall immediately cease any use thereof, and the license hereunder shall terminate. Licensee acknowledges that the Licensed Intellectual Property is unique and valuable, and Licensee’s violation of this provision or other unauthorized use of the Licensed Intellectual Property would cause Licensor irreparable injury and loss, for which monetary damages would be an inadequate remedy, and that Licensor, in addition to any and all other rights available by law, equity or pursuant to this Agreement, shall be entitled to have an injunction entered immediately and without bond against Licensee to enjoin Licensee’s continued use of the Licensed Intellectual Property

CONFIDENTIAL TREATMENT REQUESTED BY LEGACY EDUCATION ALLIANCE, INC.

Portions herein identified by [****] have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

o. Section 10.5 is hereby deleted in its entirety and replaced with the following:

“10.5 Upon termination or expiration of this Agreement, Licensee shall honor and fulfill all orders by its customers in existence as of the date of the termination or expiration of this Agreement, and Licensee shall be authorized to utilize the Licensed Intellectual Property solely for such purposes. For purposes of clarity, Licensee understands and agrees that upon the termination or expiration of this Agreement, Licensee may not utilize any Licensed Intellectual Property to market, promote or sell its products or services to new potential customers. Licensee shall comply with all terms of this Agreement with respect to the fulfillment of existing orders for its products and services, including, without limiting the generality of the foregoing, all quality standards, payment obligations and insurance requirements. Licensee shall ensure it has adequate money and resources to fulfill all such orders.

p. Section 13.3 is hereby deleted in its entirety.

q. Section 13.5 is hereby deleted in its entirety and replaced with the following:

“13.5 Choice of Forum and Jury Waiver. 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, and the parties hereby consent to the exclusive jurisdiction of such courts. In the event of any judicial proceedings arising out of or related to the subject matter of this Agreement, Licensor and Licensee agree that all issues (including claims, defenses, cross-claims, third-party claims, and counterclaims) shall be determined by a judge and not a jury; the parties hereby knowingly and voluntarily (a) agree not to request a trial by jury of any issue triable of right by jury, and (b) waive any right to trial by jury fully to the extent that any such right may now or hereafter exist.”

CONFIDENTIAL TREATMENT REQUESTED BY LEGACY EDUCATION ALLIANCE, INC.

Portions herein identified by [****] have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

r. Section 13.7 is hereby restated and the following sentence is added to the end of the existing Section 13.7:

“No party has been induced by or has relied on any statement, promise, representation or agreement, whether express or implied, not specifically set forth in this Agreement.”

6. Concurrently with the execution of this Amendment, the parties acknowledge and agree to execute the Mutual Release and Waiver of Claims (“Waiver”) attached as **Exhibit B** to this Amendment. This Amendment shall not be effective until all parties execute the Waiver.

7. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

8. This Amendment may be executed by either or all parties by facsimile signature, and any facsimile signature shall be deemed an original signature.

9. If there is any inconsistency between this Amendment and the Agreement, the terms of this Amendment shall govern and control.

Signatures on the following page

CONFIDENTIAL TREATMENT REQUESTED BY LEGACY EDUCATION ALLIANCE, INC.

Portions herein identified by [****] have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

DATED as of the Amendment Effective Date, by:

“LICENSOR”

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

By: /s/ Bret Seltzer

Name: Bret Seltzer

Its: Authorized Agent

“LICENSEE”

Legacy Education Alliance Holdings, Inc. a Colorado corporation

By: /s/ James E. May



Name: James E. May

Its: Executive Vice President

EXHIBIT A
LICENSED MARKS

Text use of the phrase “CASHFLOW Quadrant”	CASHFLOW QUADRANT (REGISTRATION NO. 75666455)
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TABLE 1 – NON-TRANSLATABLE TRADEMARKS

DESCRIPTION	LOGO/TEXT/REGISTRATION NO.
Rich Dad Logo	 <p>RICH DAD. (REGISTRATION NOS. 77764419; 77982454; 77764439; 77764442; AND 77764449)</p>
Text use of the phrase “Rich Dad” when referring to the Rich Dad brand or The Rich Dad Company	RICH DAD (REGISTRATION NOS. 76232711 AND 78171889)
Text use of the word “CASHFLOW”	CASHFLOW (REGISTRATION NO. 75666095)
“CASHFLOW” Design	 <p>(REGISTRATION NO. 87146291)</p>
Text use of Rich Dad’s website address	RICHDAD.COM (REGISTRATION NO. 76151099)

Text use of the phrase “How To Get Out of the Rat Race”	HOW TO GET OUT OF THE RAT RACE (REGISTRATION NO. 78157540)
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TABLE 2 – TRANSLATABLE TRADEMARKS



DESCRIPTION	LOGO/TEXT/REGISTRATION NO.
EBSI Stylized Logo	 (REGISTRATION NOS. 76317383; 76232712; 76149482; 76151092; AND 75666453)
B-I Triangle Graphic	 (REGISTRATION NO. 76292981)

TABLE 3 – COPYRIGHTS

BOOK NAME	COPYRIGHT REGISTRATION
<i>RICH DAD POOR DAD</i>	REGISTRATION NO. TX0006981674
<i>CASHFLOW QUADRANT</i>	REGISTRATION NO. TX0005017686
<i>RICH DAD'S PROPHECY</i>	REGISTRATION NO. TX0005624347

**EXHIBIT B
MUTUAL
RELEASE**

MUTUAL WAIVER AND RELEASE OF CLAIMS

This Mutual Waiver and Release of Claims (this "Release") is made as of this day of January, 2018 (the "Effective Date") by Legacy Education Alliance Holdings, Inc. (as successor in interest to Tigrent, Inc.) ("Licensee"), Anthony Humpage and James May (Licensee, Anthony Humpage and James May are collectively referred to as the, "Licensee Parties"), on the one hand, and Rich Dad Operating Company, LLC ("Licensor"), Robert Kiyosaki, Kim Kiyosaki, Michael Sullivan, and Shane Caniglia (Licensor, Robert Kiyosaki, Kim Kiyosaki, Michael Sullivan and Shane Caniglia are collectively referred to as the "Licensor Parties"). The Licensee Parties and Licensor Parties are collectively referred to as the "Parties".

WHEREAS, Licensor and Licensee, as successor to Tigrent Inc., entered into that certain Rich Dad Operating Company, LLC License Agreement, dated September 1, 2013, as amended by that certain First Amendment to Rich Dad Operating Company, LLC Operating Agreement, dated April 22, 2014 (collectively, the "License Agreement"), pursuant to which Licensee was granted the right to utilize and commercialize certain intellectual property owned by Licensor and its affiliates; and

WHEREAS, the Parties desire to mutually release each other from any all claims and liabilities pursuant to the terms and conditions of this Release.

NOW, THEREFORE, in consideration of the mutual obligations contained herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Release.

(a) **By Licensee Parties:** Effective upon the full execution of the Second Amendment to Rich Dad Operating Company, LLC License Agreement ("Second Amendment"), the Licensee Parties, and each of their respective affiliates, parents, divisions, successors, assigns, predecessors and heirs, and all persons or firms claiming by, through, under, or on behalf of any or all of them (the "Licensee Release Parties"), hereby release, acquit and forever discharge the Licensor Parties, and each of their respective owners, officers, employees, representatives, affiliates, parents, subsidiaries, divisions, successors, assigns, spouses, predecessors and heirs, from any and all claims, liabilities, damages, expenses, actions or causes of action which any of the Licensee Release Parties may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, directly or indirectly arising out of or relating to the execution, performance and/or breach of the License Agreement or the offer, sale or acceptance of the licensed rights related thereto (including, but not limited to any disclosures and representations made in connection therewith), including any ongoing breach that is in existence as of the date of this Release and that remains uncured following the execution of this Release ("Licensee Released Claims"). Licensee Released Claims are limited to Claims which exist as of the date of execution of this Release and/or Claims that are based on existing circumstances that would mature into Claims with the passage of time. Licensee Released Claims do not include Claims that may arise under the Second Amendment following the execution of this Release.

(b) By Licensor: Effective upon the full execution of the Second Amendment, the Licensor Parties, and each of their respective affiliates, parents, divisions, successors, assigns, predecessors and heirs, and all persons or firms claiming by, through, under, or on behalf of any or all of them (the "Licensor Release Parties"), hereby release, acquit and forever discharge the Licensee Parties, and each of their respective owners, officers, employees, representatives, affiliates, parents, subsidiaries, divisions, successors, assigns, spouses, predecessors and heirs, from any and all claims, liabilities, damages, expenses, actions or causes of action which the Licensor Release Parties may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, directly or indirectly arising out of or relating to the execution, performance and/or breach of the License Agreement or the offer, sale or acceptance of the licensed rights related thereto (including, but not limited to, any disclosures and representations made in connection therewith), including any ongoing breach that is in existence as of the date of this Release and that remains uncured following the execution of this Release ("Licensor Released Claims"). Licensor Released Claims are limited to Claims which exist as of the date of execution of this Release and/or Claims that are based on existing circumstances that would mature into Claims with the passage of time. Licensor Released Claims do not include Claims that may arise under the Second Amendment following the execution of this Release.

(c) Nondisparagement. Each of the Licensee Parties expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit or deprecate any of the Licensor Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Licensor Parties, the business conducted by any of the Licensor Parties or the reputation of any of the Licensor Parties. Each of the Licensor Parties expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit or deprecate any of the Licensee Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Licensee Parties, the business conducted by any of the Licensee Parties or the reputation of any of the Licensee Parties. For purposes of clarity, the obligations in this Section apply to all methods of communications, including the making of statements or representations through direct verbal or written communication as well as the making of statements or representations on the Internet, through social media sites or through any other verbal, digital or electronic method of communication. The obligations in this Section also prohibit the parties from indirectly violating this Section by influencing or encouraging third parties to engage in activities that would constitute a violation of this Section if conducted directly by a Licensee Party or Licensor Party.

2. Representations and Warranties.

(a) By Licensee Parties: Each of the Licensee Parties represents and warrants that: (i) each of the Licensee Parties are duly authorized to execute this Release and perform their obligations hereunder; (ii) neither Licensee nor any of the other Licensee Parties has assigned, transferred or conveyed, either voluntarily or by operation of law, any of their rights or claims against any of the Licensor Parties or any of the rights, claims or obligations being released hereunder; (iii) the Licensee Parties have not and shall not (a) institute or cause to be instituted against any of the Licensor Release Parties any legal proceeding of any kind, including the filing of any claim or complaint with any state or federal court or regulatory agency, alleging any violation of common law, statute, regulation or public policy premised upon any legal theory or claim whatsoever relating to the matters released in this Release or (b) make any verbal, written or other communication with the intent to damage or adversely impact any Licensor Release Party's reputation or goodwill; and (iv) no predecessor or affiliated company or affiliated person of Licensee holds any claims against any of the Licensor Parties of the type being released under this Release.

(b) By Licensor Parties: Each of the Licensor Parties represents and warrants that: (i) each of the Licensor Parties is duly authorized to execute this Release and perform their obligations hereunder; (ii) neither Licensor nor any of the other Licensor Parties has assigned, transferred or conveyed, either voluntarily or by operation of law, any of its rights or claims against any of the Licensee Parties or any of the rights, claims or obligations being released hereunder; (iii) the Licensor Parties have not and shall not (a) institute or cause to be instituted against any of the Licensee Release Parties any legal proceeding of any kind, including the filing of any claim or complaint with any state or federal court or regulatory agency, alleging any violation of common law, statute, regulation or public policy premised upon any legal theory or claim whatsoever relating to the matters released in this Release or (b) make any verbal, written or other communication with the intent to damage or adversely impact any Licensee Release Party's reputation or goodwill; and (iv) no predecessor or affiliated company or affiliated person of Licensor holds any claims against any of the Licensee Parties of the type being released under this Release.

3. Miscellaneous.

(a) The Parties agree that each has read and fully understands this Release and that the opportunity has been afforded to each Party to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

(b) This Release shall be construed and governed by the laws of the State of Arizona.

(c) In the event that it shall be necessary for any Party to institute legal action to enforce, or for the breach of, any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

(d) All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their respective current and future directors, officers, partners, attorneys, agents, employees, shareholders and the spouses of such individuals, successors, affiliates, and assigns.

(e) This Release contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and is in lieu of all prior and contemporaneous agreements, understandings, inducements and conditions, expressed or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Release may not be modified except in a writing signed by each of the Parties.

(f) If one or more of the provisions of this Release shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

(g) The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the transactions contemplated hereby.

(h) This Release may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one document.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Release as of the date first written above.

LICENSEE:

Legacy Education Alliance Holdings, Inc.

By: /s/ James E. May

Name: James E. may

Its: Executive Vice President

STATE OF _____)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2018 by _____.

My Commission Expires:

Notary Public

ANTHONY HUMPAGE:

/s/ Anthony Humpage

Name: Anthony Humpage

STATE OF _____)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2018, by Anthony Humpage.

My Commission Expires:

Notary Public

JAMES MAY:

/s/ James E. May

Name: JAMES MAY

STATE OF _____)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me this ___day of _____, 2018, by James May.

My Commission Expires:

Notary Public

LICENSOR:

Rich Dad Operating Company, LLC

By: s/ Michael R. Sullivan

Name: Michael R. Sullivan

Its: Chief Executive Officer

STATE OF _____)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me this ___day of _____, 2018 by _____.

My Commission Expires:

Notary Public

ROBERT KIYOSAKI:

/s/ Robert Kiyosaki

Name: Robert Kiyosaki

STATE OF _____)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me this ___day of _____, 2018, by Robert Kiyosaki.

Notary Public

My Commission Expires:

KIM KIYOSAKI:

/s/ Kim Kiyosaki

Name: Kim Kiyosaki

STATE OF _____)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me this ___day of _____, 2018, by Kim Kiyosaki.

Notary Public

My Commission Expires:

MICHAEL SULLIVAN

/s/ Michael Sullivan

Name: Michael Sullivan

STATE OF _____)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me this ____day of _____, 2018, by Michael Sullivan.

My Commission Expires:

Notary Public

SHANE CANIGLIA

/s/ Shane Caniglia

Name: Shane Caniglia

STATE OF _____)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me this ____day of _____, 2018, by Shane Caniglia.

My Commission Expires:

Notary Public