

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/01/2013		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Students First, LLC		12/31/2012
			LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Leaming Earnings, Inc.		
Street Address:	2029-B Airport Blvd		
Internal Address:	PMB 224		
City:	Mobile		
State/Country:	ALABAMA		
Postal Code:	36606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	3787277	LEARNING EARNINGS.COM
	Registration Number:	3784109	LEARNING EARNINGS.COM
CORRESPONDENCE DATA			
Fax Number:	2512723613		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2512724030		
Email:	jimmy@leamingearnings.com		
Correspondent Name:	James Benson		
Address Line 1:	2029-B Airport Blvd		
Address Line 2:	PMB 224		
Address Line 4:	Mobile, ALABAMA 36606		
NAME OF SUBMITTER:	James M. Benson, Jr.		

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STATE OF ALABAMA)
 :
MADISON COUNTY)

**AMENDMENT TO OPERATING AGREEMENT
AND ASSIGNMENT OF UNITS IN
STUDENTS FIRST, LLC**

THIS AMENDMENT TO THE OPERATING AGREEMENT AND ASSIGNMENT OF MEMBERSHIP UNITS IN STUDENTS FIRST, LLC, a Nevada limited liability company (hereinafter referred to as the "Amendment"), is effective as of 12:02 a.m., Eastern Standard Time, on the 1st day of January, 2013 (hereinafter referred to as the "Effective Time") (even though executed on such other date as a matter of convenience only), by and among the undersigned, also listed on Exhibit "A" hereto (collectively referred to as "Assignors") and **LEARNING EARNINGS, INC.**, (hereinafter referred to as "Assignee") as follows:

WITNESSETH:

WHEREAS, Assignors are all the members of **STUDENTS FIRST, LLC**, a Nevada limited liability company (hereinafter referred to as the "Company"), which was organized on March 12, 2008; and

WHEREAS, Assignors collectively own Twenty-two Million, Seven thousand, Nine Hundred Thirty-seven Units (22,007,937) (as defined in the Operating Agreement (the "Operating Agreement") of the Company) in the Company, which represent one hundred percent (100%) of the outstanding Units in the Company (hereinafter collectively referred to as the "LLC Units");

WHEREAS, Assignors have caused Assignee to be formed and, as payment of their subscription to shares of stock of the Assignee, desire to assign the LLC Units to Assignee in order to restructure the ownership of the Company as a wholly-owned subsidiary of Assignee;

WHEREAS, Assignee is willing to accept the LLC Units as set forth herein; and

WHEREAS, the parties hereto desire to amend and restate Schedule A to the Operating Agreement to reflect the assignment of the LLC Units as outlined herein.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree and bind themselves as follows:

1. Unless otherwise defined herein, all capitalized terms shall have the meaning as set forth in the Operating Agreement. The amendment to the Operating Agreement shall take effect as of the date hereof.
2. Effective as of the Effective Time, Assignors hereby assign, transfer, and set over unto Assignee the LLC Units, free and clear of all claims, liens, charges or encumbrances of any kind. Assignee hereby accepts the assignment of such LLC Units.

3. Assignors hereby represent and warrant to the Assignee:

(a) That the LLC Units in the Company being transferred by Assignors are free and clear of all liens, security agreements, charges, encumbrances, claims, and demands of any kind; and

(b) The execution, delivery and performance by Assignors of this Amendment will not violate or contravene any provision of, or constitute a default under any agreements, indentures, mortgages, contracts or other instruments or orders, writs, injunctions or decrees to which Assignors, jointly or individually, are parties.

4. The Assignors hereby consent to this Amendment, to the foregoing assignment of said LLC Units and to the updated ownership interests as set forth on **Exhibit "B"** attached hereto.

5. **Schedule A** to the Operating Agreement shall be amended and restated in its entirety in the manner set forth on **Exhibit "B"** attached hereto and made a part hereof as if fully incorporated herein.

6. Assignors agree that they will execute and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably necessary to effectively convey, transfer to and vest in Assignee and to put Assignee in possession and control of the LLC Units.

7. This Amendment shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of each of the parties hereto.

8. The construction, validity and enforcement of this Amendment shall be determined according to the laws of the State of Nevada.

9. This Amendment may be executed in any number of counterparts and all of such counterparts shall for all purposes constitute one instrument, notwithstanding that all parties are not signatories to the same counterpart, and further, the pages of the counterparts on which appear the signatures of the parties may be detached from the respective counterparts of the Amendment and attached all to one counterpart which shall represent the final instrument.

10. We agree that this agreement may be transmitted and signed by facsimile, E-Mail or PDF. The effectiveness of any such documents and signatures shall, subject to applicable law, have the same force and effect as manually-signed originals and shall be binding on the parties hereto. Any party may also require that any such documents and signatures be confirmed by a manually signed original; provided, that, the failure to request or deliver the same shall not limit the effectiveness of any facsimile, E-Mail or PDF document or signature.


[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE TO AMENDMENT TO OPERATING AGREEMENT AND
ASSIGNMENT OF UNITS IN STUDENTS FIRST, LLC

IN WITNESS WHEREOF, the undersigned has executed this Amendment on this the
day and date set forth above.

ASSIGNOR:

1. Nina Pearson


 (SIGNATURE)

[SIGNATURE PAGE TO AMENDMENT TO OPERATING AGREEMENT AND
ASSIGNMENT OF UNITS IN STUDENTS FIRST, LLC

IN WITNESS WHEREOF, the undersigned has executed this Amendment on this the
day and date set forth above.

ASSIGNOR:

2. James M. Benson, Sr.

 (SIGNATURE)

[SIGNATURE PAGE TO AMENDMENT TO OPERATING AGREEMENT AND
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IN WITNESS WHEREOF, the undersigned has executed this Amendment on this the
day and date set forth above.

ASSIGNOR:

3. Adam Pearson


 (SIGNATURE)

[SIGNATURE PAGE TO AMENDMENT TO OPERATING AGREEMENT AND
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day and date set forth above.

ASSIGNOR:

4. James M. Benson, Jr.

 (SIGNATURE)

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ASSIGNOR:

5. Ray Mathews


 (SIGNATURE)

[SIGNATURE PAGE TO AMENDMENT TO OPERATING AGREEMENT AND
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IN WITNESS WHEREOF, the undersigned has executed this Amendment on this the
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ASSIGNOR:

6. Rex Shotto



(SIGNATURE)

[SIGNATURE PAGE TO AMENDMENT TO OPERATING AGREEMENT AND
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IN WITNESS WHEREOF, the undersigned has executed this Amendment on this the
day and date set forth above.

ASSIGNOR:

7. Kamran Ayel

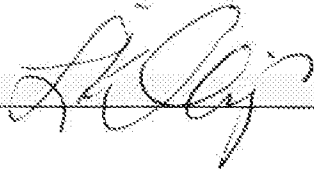
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ASSIGNOR:

8. Lauren Killip

 (SIGNATURE)

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IN WITNESS WHEREOF, the undersigned has executed this Amendment on this the
day and date set forth above.

ASSIGNOR:

9. Sergey Missan



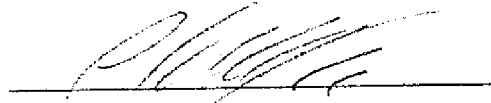
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day and date set forth above.

ASSIGNOR:

10. Chi Hung La

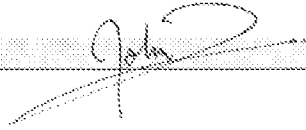
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ASSIGNOR:

11. John La

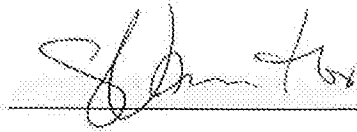
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ASSIGNOR:

12. Sandy Vaschetto

 (SIGNATURE)

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IN WITNESS WHEREOF, the undersigned has executed this Amendment on this the
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ASSIGNOR:

13. Stephen Jones



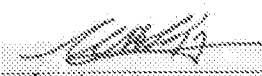
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IN WITNESS WHEREOF, the undersigned has executed this Amendment on this the
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ASSIGNOR:

14. BCC Investment Foundation, Ltd.


By: 
Name: RONALD KONG
Is: SECRETARY

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IN WITNESS WHEREOF, the undersigned has executed this Amendment on this the
day and date set forth above.

ASSIGNOR:

15. Caryl J Guth Trust

 (SIGNATURE)
The Caryl J Guth Trust u/d 9/20/2001
by CARYL J. GUTH as Trustee

Signature Page -15


H0102044.2

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IN WITNESS WHEREOF, the undersigned has executed this Amendment on this the
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ASSIGNOR:

16. Jim Wilcox

 (SIGNATURE)

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IN WITNESS WHEREOF, the undersigned has executed this Amendment on this the
day and date set forth above.

ASSIGNOR:

17. William (Bill) F. Mullen

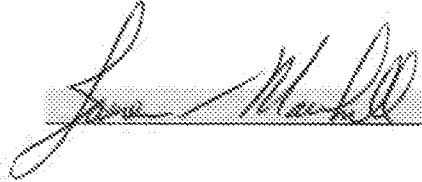
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ASSIGNOR:

18. James G. Marshall

 (SIGNATURE)

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IN WITNESS WHEREOF, the undersigned has executed this Amendment on this the
day and date set forth above.

ASSIGNOR:

19. Albert & Reba St. Clair
(JTWROS)

 (SIGNATURE)
 (SIGNATURE)

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IN WITNESS WHEREOF, the undersigned has executed this Amendment on his the
day and date set forth above.

ASSIGNOR:

20. Ronaele Ames

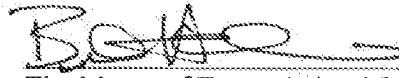
Ronaele Ames (SIGNATURE)
Ronaele Ames

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ASSIGNOR:

21. Marasurf Trust
(Brent Wright)

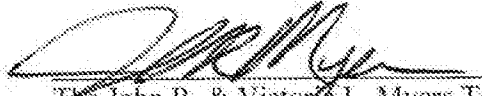
 (SIGNATURE)
The Marasurf Trust u/t/d 12/10/12
by Brent H. Wright as Trustee

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IN WITNESS WHEREOF, the undersigned has executed this Amendment on this the
day and date set forth above.

ASSIGNOR:

22. John R. & Victoria L.
Myers Trust


 (SIGNATURE)
The John R. & Victoria L. Myers Trust u/t/d 7/3/2001
by John R. Myers as Trustee

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IN WITNESS WHEREOF, the undersigned has executed this Amendment on this the
day and date set forth above.

ASSIGNOR:

23. LaMarche Family Trust
(Parks LaMarche)


[REDACTED] (SIGNATURE)
The LaMarche Family Trust u/t/d [REDACTED]
by [REDACTED] as Trustee

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ASSIGNOR:

24. Daniel LaMarche

Daniel L. LaMarche (SIGNATURE)

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IN WITNESS WHEREOF, the undersigned has executed this Amendment on this the
day and date set forth above.

ASSIGNOR:

25. LaMarche Family Trust
(Janet LaMarche)

Janet LaMarche (SIGNATURE)
The LaMarche Family Trust u/t/d [REDACTED]
Janet LaMarche as Trustee

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day and date set forth above.

ASSIGNOR:

26. David Wilkins

 (SIGNATURE)


17-Dec-2012

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IN WITNESS WHEREOF, the undersigned has executed this Amendment on this the
day and date set forth above.

ASSIGNOR:

27. John Gilbert

 (SIGNATURE)

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IN WITNESS WHEREOF, the undersigned has executed this Amendment on this the
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ASSIGNOR:

28. Jeffrey D. Mooers

 (SIGNATURE)

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IN WITNESS WHEREOF, the undersigned has executed this Amendment on this the
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ASSIGNOR:

29. Kevin D. Gurley

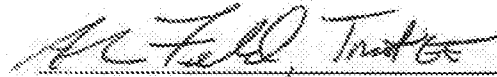
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IN WITNESS WHEREOF, the undersigned has executed this Amendment on this the
day and date set forth above.

ASSIGNOR:

30. Feld Family Trust


 (SIGNATURE)
Feld Family Trust u/d Nov 88
by Alan Feld as Trustee

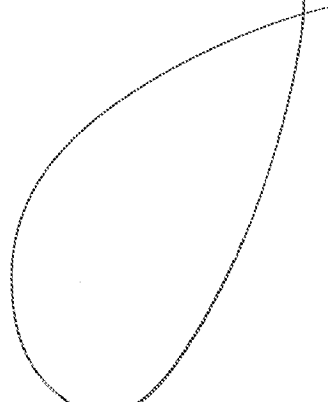
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ASSIGNOR:

31. Dennis W. Fritz


(SIGNATURE)



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IN WITNESS WHEREOF, the undersigned has executed this Amendment on this the
day and date set forth above.

ASSIGNOR:

32. Thomas & Neil Waltz Family Limited Partnership

By: Neil Waltz

Name: Neil Waltz

Its: General Partner