

SUB-SUBLEASE AGREEMENT

THIS SUB-SUBLEASE AGREEMENT (this “**Sub-Sublease**”) is made and entered into as of the 14th day of July, 2016, by and between (i) **ROSETTA STONE LTD.**, a Virginia corporation (“**Sub-Sublandlord**”) and (ii) **Snagajob.com, Inc.**, a Delaware corporation, (“**Sub-Subtenant**”).

Recitals:

A. Paramount Group, Inc. (as successor in interest to Waterview, L.P.) (“**Landlord**”) and the Corporate Executive Board Company (“**Tenant**”) are parties to that certain Deed of Lease dated as of August 16, 2004 (“**Prime Lease**”), pursuant to which Tenant leases floors 4 - 24 (the “**Prime Lease Premises**”) in the building located at 1919 North Lynn Street, Arlington, Virginia, (the “**Building**”), at the rent and subject to the terms and conditions set forth in the Prime Lease; and

B. Tenant (as “**Sublandlord**”) and Rosetta Stone Ltd. (as “**Subtenant**”) are parties to that certain Sublease Agreement dated as of October 6, 2008 (the “**Original Sublease**”), as amended by First Amendment to Sublease Agreement dated November 1, 2012 (the “**First Amendment to Sublease**,” and, together with the Original Sublease, the “**Sublease**”), pursuant to which Subtenant subleases a portion of the Prime Lease Premises consisting of the entire rentable area of the 6th and 7th floors of the Building (the “**Subleased Premises**”) from Sublandlord; and

C. Subtenant (as “**Sub-Sublandlord**”) desires to sub-sublease to Sub-Subtenant, and Sub-Subtenant desires to sub-sublease from Sub-Sublandlord a portion of the Subleased Premises consisting of the entire rentable area of the seventh (7th) floor of the Building (the “**Sub-Subleased Premises**”), containing approximately 31,281 rentable square feet as more particularly described in **Exhibit D**, upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

1. Recitals: Incorporation of Terms. The foregoing recitals, and, subject to Section 6 hereof, the terms and provisions of the Sublease, are incorporated herein by reference and are made a substantive part of this Sub-Sublease. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Sublease (and if not defined therein, then in the Prime Lease). This Sub-Sublease is subject and subordinate to the Sublease and the Prime Lease in all respects, unless otherwise stated herein. For all purposes under this Sub-Sublease, the rentable area of the Sub-Subleased Premises is hereby stipulated and agreed to be 31,281 rentable square feet, the rentable area of the Sublease Premises is stipulated and agreed to be 62,562 rentable square feet and the rentable area of the Building is hereby stipulated and agreed to be 625,062 rentable square feet,