

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

Form 10-K

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2015

Commission file number: 1-34283

Rosetta Stone Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State of incorporation)

**1919 North Lynn St., 7th Fl.
Arlington, Virginia**
(Address of principal executive offices)

043837082

(I.R.S. Employer
Identification No.)

22209

(Zip Code)

Registrant's telephone number, including area code:

703-387-5800

Securities Registered Pursuant to Section 12(b) of the Act:

<u>Title of Each Class</u>	<u>Name of Each Exchange on Which Registered</u>
Common Stock, par value \$0.00005 per share	New York Stock Exchange

Securities Registered Pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

The aggregate market value of the common stock held by non-affiliates of the registrant was approximately \$136.5 million as of June 30, 2015 (based on the last sale price of such stock as quoted on the New York Stock Exchange). All executive officers and directors of the registrant and all persons filing a Schedule 13D with the Securities and Exchange Commission in respect of registrant's common stock have been deemed, solely for the purpose of the foregoing calculation, to be "affiliates" of the registrant.

As of March 8, 2016, there were 21,882,727 shares of common stock outstanding.

Documents incorporated by reference: Portions of the definitive Proxy Statement to be delivered to stockholders in connection with the 2016 Annual Meeting of Stockholders to be held on May 19, 2016 are incorporated by reference into Part III.

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PART I

FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K, including the documents incorporated by reference, contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements involve risks and uncertainties and provide current expectations of future events based on certain assumptions. Forward-looking statements can be identified by the fact that they do not relate strictly to historical or current facts and often include words such as "believes," "expects," "anticipates," "estimates," "intends," "plans," "seeks" or words of similar meaning, or future-looking or conditional verbs, such as "will," "should," "could," "may," "might," "aims," "intends," or "projects" or similar words and phrases. The absence of these words or similar expressions does not mean that a statement is not forward-looking. These statements may relate to: our revised business strategy; guidance or projections related to bookings, Adjusted EBITDA, and other measures of future economic performance; the contributions and performance of our businesses including acquired businesses and international operations; projections for future capital expenditures; and other guidance, projections, plans, objectives, and related estimates and assumptions. A forward-looking statement is neither a prediction nor a guarantee of future events or circumstances, and the Company's actual results may differ significantly from the events or circumstances discussed in the forward-looking statement. Management believes that these forward-looking statements are reasonable as and when made. However, caution should be taken not to place undue reliance on any such forward-looking statements because such statements are based on beliefs and assumptions made by, and information currently available to, management and speak only as of the date when made. We expressly disclaim any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. In addition, forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from our present guidance, expectations or projections. These risks and uncertainties include, but are not limited to, those described below in this Annual Report on Form 10-K in Part I, Item 1A: "Risk Factors" and Part II, Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations," those described elsewhere in this Annual Report on Form 10-K, and those described from time to time in our future reports filed with the Securities and Exchange Commission.

Item 1. Business

Overview

Rosetta Stone Inc. ("Rosetta Stone," "the Company," "we" or "us") is dedicated to changing people's lives through the power of language and literacy education. Our innovative, personalized language and reading programs drive positive learning outcomes in thousands of schools, businesses, government organizations and for millions of individuals around the world. Our cloud-based programs allow users to learn online or on-the-go via tablet or smartphone, whether in a classroom, corporate setting, or personal learning environment. Rosetta Stone is also a leader in the literacy education space, helping millions of students build fundamental reading skills. Additionally, our Fit Brains business offers personalized brain training programs that are both exciting and challenging.

Rosetta Stone Inc. was incorporated in Delaware in 2005. Founded in 1992, Rosetta Stone pioneered the use of interactive software to accelerate language learning and is widely recognized today as the industry leader in providing effective language programs. Today we offer courses in 30 languages across a broad range of formats, including web-based software subscriptions, digital downloads, mobile applications, and perpetual CD packages. Rosetta Stone has continued to invest in language learning and expanded beyond language learning and deeper into education-technology with its acquisitions of Livemocha Inc. ("Livemocha") and Lexia Learning Systems Inc. ("Lexia") in 2013 and Vivity Labs, Inc. ("Vivity") and Tell Me More S.A. ("Tell Me More") in January 2014. These acquisitions have enabled us to meet the changing needs of learners around the world.

As our Company has evolved, we believe that our language and literacy Enterprise & Education segment is our largest opportunity for long-term value creation. The customers in these marketplaces have demands that recur each year, creating a more predictable revenue opportunity. This demand profile also fits well with our suite of products, the well-known Rosetta Stone brand and the demonstrated efficacy of our literacy tools. We also believe the demand for e-learning based literacy solutions in the US and English language-learning around the globe is growing.

As a result, we are emphasizing the development of products and solutions for Corporate and K-12 learners who need to speak and read English. This focus extends to the Consumer segment, where we continue to make product investments serving the needs of passionate language learners who are motivated, results focused and willing to pay for a quality language-learning experience.

To position the organization for success, we are focused on the following four priorities:

1. Grow literacy sales by providing fully aligned digital instruction and assessment tools for K-12, building a direct distribution sales force to replace our historical reseller model, and continuing to develop our implementation services business;
2. Position our Enterprise & Education language business for profitable growth by focusing on our best geographies and customer segments and successfully delivering a new language-learning suite for Corporate customers that offers a simple, more modern, metrics-driven suite of tools that are results-oriented and easily integrated with leading corporate language-learning systems;
3. Maximize the profitability of our Consumer language business by providing an attractive value proposition and a streamlined, mobile-oriented product portfolio focused on consumers' demand, while optimizing our marketing spend appropriately; and
4. Right-size the entire cost base of the Company, including
 - optimizing our media spend and other marketing costs in Consumer sales and marketing;
 - right-sizing our Enterprise & Education segment to target those geographies and customer segments where we have the greatest opportunity; and
 - reducing our general and administrative costs.

In pursuing these priorities, we will (i) allocate capital to the areas of our business that we believe have the greatest growth potential, including our literacy-learning business, (ii) focus our businesses on their best customers, including Corporate and K-12 learners primarily in North America and Northern Europe in our Enterprise & Education language business and passionate learners in the United States and select non-US geographies in our Consumer language business, and (iii) optimize the sales and marketing costs for these businesses and the costs of our business overall.

Business Segments

Our business is organized into two operating segments: Enterprise & Education and Consumer. The Enterprise & Education segment derives revenues from sales to educational institutions, corporations, and government agencies worldwide. The Consumer segment derives revenue from sales to individuals and retail partners worldwide. For additional information regarding our segments, see Note 17 of Item 8, *Financial Statements and Supplementary Data*. Prior periods are presented consistently with our current operating segments and definition of segment contribution.

Products and Services

Enterprise & Education:

Rosetta Stone offers a series of technology-based interactive language-learning solutions for schools, businesses and other organizations and reading and literacy solutions for schools. Rosetta Stone also offers administrator tools for performance monitoring and custom solutions to ensure that organizations achieve desired outcomes. Through our professional services, we provide expert implementation and training services to drive critical business solutions.

Language-Learning Solutions: Rosetta Stone provides web-based language-learning solutions that are primarily available online. Our core language-learning suite offers courses and practice applications in multiple languages, each leveraging our proprietary immersion methodology and innovative technology features. Available in 24 languages and designed for beginner to intermediate language learners, Rosetta Stone Foundations builds fundamental language skills using our proprietary context-based, immersion methodology and innovative technology features. Rosetta Stone Advantage is available for all proficiency levels in 9 of the 24 languages and focuses on improving everyday and business language skills. Our Advanced English for Business solution serves multinational companies seeking to build their employees' English language proficiency so they are able to communicate and operate in a global business environment. Specifically designed for use with our language-learning solutions, our Global Enterprise & Education customers may also purchase our audio practice products and live tutoring sessions to enhance the learning experience.

Literacy Solutions: Our Lexia Learning suite of subscription-based English literacy-learning and assessment solutions provide explicit, systematic, personalized fundamental reading instruction for students of all abilities. These literacy solutions deliver norm-referenced performance data and analysis without interrupting the flow of instruction to administer a test, providing personalized learning experiences that integrate well with teachers in classrooms. This research-proven technology based approach accelerates reading skills development, predicts students' year-end performance and provides teachers data-driven action plans to help differentiate instruction. Lexia Reading Core5 is available for all abilities from pre-K through grade 5. Our reading intervention program, Lexia Strategies, is designed for remedial students in grades 6 and above. Lexia RAPID Assessment is a computer-adaptive screener and diagnostic tool for grades K-12 that identifies and monitors reading and language skills to provide actionable data for instructional planning. Lexia's solutions deliver norm-referenced performance data and analysis to enable teachers to monitor and modify their instruction to address specific student needs. These literacy solutions are provided under web-based subscriptions.

Administrator Tools: Our Enterprise & Education learning programs come with a set of administrator tools to measure and track learner progress. Administrators can use these tools to access real-time dynamic reports and identify each learner's strengths and weaknesses.

Professional Services: Professional services provide our customers with access to experienced training, implementation and support resources. Our team partners work directly with customers to plan, deploy, and promote the program for each organization, incorporate learning goals into implementation models, prepare and motivate learners, and integrate the Rosetta Stone products into technical infrastructure.

Custom Solutions: Rosetta Stone offers tailored solutions to help organizations maximize the success of their learning programs. Our current custom solutions include curriculum development, global collaboration programs that combine language education with business culture training, and language courses for mission-critical government programs.

Consumer:

Rosetta Stone also offers a broad portfolio of technology-based learning products for personal use to the global consumer. Powered by our widely recognized brand, and building on our 23-year heritage in language-learning, our interactive learning solutions include a portfolio of language-learning, brain fitness, and kids' literacy and learning solutions.

Many of our Rosetta Stone consumer products and services are available in flexible and convenient formats for tablets and smartphones. Our mobile apps enable learners to continue their lessons on the go and extend the learning experience away from a computer. Progress automatically syncs to meet our customers' lifestyles. These apps may be available for download through the Apple App Store, Google Play, Amazon Appstore for Android, and the Windows Store.

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Rosetta Stone Language-Learning Solutions: Rosetta Stone provides intuitive, easy-to-use learning programs that are available under a web-based software subscription and in perpetual formats including digital download and CD. Our language-learning suite offers courses and practice applications in multiple languages, each leveraging our proprietary immersion methodology and innovative technology features. Beginner to intermediate language-learning products are available in 30 languages to build fundamental language skills. Advanced language-learning products are available in 9 of the 30 languages and focus on improving everyday and business language skills. We also offer online services to enhance and augment our learners' capabilities. Our Online Tutoring is an online service that provides conversational coaching sessions with native speakers to practice skills and experience direct interactive dialogue. Our Online Games and Activities are online services that provide a world-wide community for users around the world with games, online chat, and other features to improve language skills. Many of our perpetual language-learning offerings include access to Online Tutoring. Almost all of our language-learning offerings for consumers include access to Online Games and Activities. Our current suite of mobile language-learning apps includes companions to our computer-based language-learning solutions.

Rosetta Stone Fit Brains: Rosetta Stone Fit Brains solutions are designed to enhance memory, mood, concentration, thinking and problem-solving skills using brain training exercises that are exciting and challenging. Our Fit Brains system targets all six major brain areas including memory, concentration, speed, visual, language, and problem solving. Our brain fitness solutions include a web-based subscription and several brain training apps that feature more than 40 scientifically designed brain training games. Included in a Rosetta Stone Fit Brains subscription are performance tracking tools to view training progress and compare performance with others of the same age and gender.

Rosetta Stone Kids: Rosetta Stone Kids mobile apps provide technology-based learning solutions for children that focus on early childhood language and literacy. Rosetta Stone Kids Reading app was launched in 2014 aimed to teach children aged 3-7 how to read using engaging self-paced interactive games and activities that introduce and reinforce core reading skills. Rosetta Stone Kids Reading uses award-winning, research-proven technology focused on phonological awareness, phonics, vocabulary, fluency, and comprehension. Rosetta Stone Kids Reading includes dozens of games and stories, plus hundreds of fun activities. Fit Brains for Kids Sparky's Adventures offers a first-of-its-kind cognitive approach to child learning and brain development that provides a fun and healthy collection of brain games for children aged 2-8. In 2013 we launched Rosetta Stone Kids Lingo Letter Sounds and Rosetta Stone Kids Lingo Word Builder apps for children aged 3-6 that provide blended learning solutions to introduce kids to both basic literacy skills and a foreign language.

Software Developments:

Our offering portfolio is a result of significant investment in software development. Our software development efforts include the design and build of software solutions across a variety of devices, pedagogy and curriculum development, and the creation of learning content. Our development team builds new solutions and enhances or maintains existing solutions. We have specific expertise in speech recognition technology, iterative and customer-focused software development, instructional design, and language acquisition.

Our research and development expenses were \$29.9 million, \$33.2 million, and \$34.0 million for the years ended December 31, 2015, 2014 and 2013, respectively.

We continue to evaluate changes to our solutions to strengthen our brand and improve the relevance of our offering portfolio. We are focused on completing the alignment of our three language platforms and moving towards the consolidation of our legacy platforms to offer our customers a single solution that provides streamlined access and simplified pricing for the full suite of English and world language learning content, along with assessment, placement, ongoing reporting and demonstration of results, all of which address important customer needs to focus and demonstrate payback.

Distribution Channels

Enterprise & Education:

Our Enterprise & Education language-learning distribution channel is focused on targeted sales activity primarily through a direct sales force in five markets: K-12 schools, colleges and universities, federal government agencies, not-for-profit organizations, and corporations. Our Enterprise & Education language-learning customers include the following:

Educational Institutions. These customers include primary and secondary schools and colleges and universities.

U.S. Federal Government Agencies and Not-for-Profit Organizations. These customers include government agencies and organizations developing workforces that serve non-native speaking populations, offering literacy programs, and preparing members for overseas missions.

Corporations. We promote interest in this market with onsite visits, trade show and seminar attendance, speaking engagements, and direct mailings.

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Third-party Resellers. We utilize third-party resellers to provide our language-learning solutions to businesses, schools, and public-sector organizations in emerging markets predominantly outside the U.S.

Our Enterprise & Education literacy distribution channel utilizes a direct sales force as well as relationships with third-party resellers focused on the sale of Lexia solutions to K-12 schools.

Consumer:

Our Consumer distribution channel comprises a mix of our call centers, websites, third party e-commerce websites, consignment distributors, select retail resellers, and daily deal partners. We believe these channels complement each other, as consumers who have seen our direct-to-consumer advertising may purchase at our retailers, and vice versa.

Direct to consumer. Sales generated through either our call centers and on our e-commerce website at www.rosettastone.com.

Indirect to consumer. Sales generated through arrangements with third-party e-commerce websites such as the Apple App Store, and consignment distributors such as Winit Distribution and Software Packaging Associates.

Retailers. Our retailers enable us to provide additional points of contact to educate consumers about our solutions, expand our presence beyond our own websites, and further strengthen and enhance our brand image. Our retail relationships include Amazon.com, Barnes & Noble, Target, Best Buy, Books-a-Million, Sam's Club, Staples, and others in and outside of the U.S. We also partner with daily deal resellers.

Home School. We promote interest in the language-learning market through advertising in publications focused on home schooling, attending local trade shows, seminars and direct mailings.

Sourcing and Fulfillment

Consistent with the Software-as-a-Service ("SaaS") model in our Enterprise & Education segment, our strategy in the Consumer segment is to shift the sales mix away from CD-based product sales toward a cloud-based software subscription in order to reduce costs associated with physical packaging and distribution.

Our physical inventory utilizes a flexible, diversified and low-cost manufacturing base. We use third-party contract manufacturers and suppliers to obtain substantially all of our product and packaging components and to manufacture finished products. We believe that we have good relationships with our manufacturers and suppliers and that there are alternative sources in the event that one or more of these manufacturers or suppliers is not available. We continually review our manufacturing and supply needs against the capacity of our contract manufacturers and suppliers with a view to ensuring that we are able to meet our production goals, reduce costs and operate more efficiently.

Competition

Rosetta Stone competes in several categories within the technology-based learning industry, including consumer, enterprise and educational language learning, literacy, and brain fitness.

The language-learning market is highly fragmented globally and consists of a variety of instructional and learning modes: classroom instruction utilizing the traditional approach of memorization, grammar and translation; immersion-based classroom instruction; self-study books, audio recordings and software that rely primarily on grammar and translation; and free online and mobile offerings that provide content and opportunities to practice writing and speaking. Within consumer-focused language learning, our competitors include Berlitz (Benesse Holdings), Pimsleur (Simon & Schuster, part of CBS Corporation), Living Language (Penguin Random House, a joint venture of Pearson and Bertelsmann), McGraw-Hill Education, Duolingo, Inc., Fluenz, Busuu Ltd., Babbel (operated by Lesson Nine GmbH) and many other small and regionally-focused participants. In the enterprise and education-focused language market, we compete with EF EnglishTown, Global English (Pearson), Wall Street English (Pearson), inlingua, Imagine Learning, Transparent Language, as well as many private language schools and other classroom-based courses.

In the literacy category, we compete primarily in the K-12 digital reading space in the U.S. with Scholastic, Inc., Imagine Learning, Achieve3000, Scientific Learning, Odyssey (Compass Learning), Waterford Early Reading (Pearson), Renaissance, and Istation.

In the brain fitness category, the category is new and highly fragmented. We compete with Lumosity, Elevate and Posit Science as well as many online and digital app providers.

Seasonality

Our business is affected by variations in seasonal trends. Within our Enterprise & Education segment, revenue in our education, government, and corporate sales channels are seasonally stronger in the second half of the calendar year due to purchasing and budgeting cycles. Our Consumer revenue is affected by seasonal trends associated with the holiday shopping season. In particular, we generate a significant portion of our Consumer sales in the fourth quarter during the period beginning on Black Friday through the end of the calendar year. We sell to a significant number of our Consumer retailers and distributors and Enterprise & Education customers on a purchase order basis and we receive orders when these customers need products and services. As a result, their orders are typically not evenly distributed throughout the year and generally are highest in the third and fourth quarters. Our Enterprise & Education segment and our Consumer segment are affected by different sales-to-cash patterns. Historically, in the first half of the year we have been a net user of cash and in the second half of the year we have been a net generator of cash since Consumer sales typically turn to cash more quickly than Enterprise & Education sales, which have longer collection cycles.

Intellectual Property

Our intellectual property is critical to our success. We rely on a combination of measures to protect our intellectual property, including patents, trade secrets, trademarks, trade dress, copyrights and non-disclosure and other contractual arrangements.

We have ten U.S. patents, fourteen foreign patents and several U.S. and foreign patent applications pending that cover various aspects of our language-learning and literacy technologies.

We have registered a variety of trademarks, including our primary or house marks, *Rosetta Stone*, The Blue Stone Logo, *Livemocha*, *Lexia Learning*, *Lexia* and *Fit Brains*. These trademarks are the subject of either registrations or pending applications in the U.S., as well as numerous countries worldwide where we do business. We have been issued trademark registrations for our yellow color from the U.S. Patent and Trademark Office. We intend to continue to strategically register, both domestically and internationally, trademarks we use today and those we develop in the future. We believe that the distinctive marks that we use in connection with our solutions are important in building our brand image and distinguishing our offerings from those of our competitors. These marks are among our most valuable assets.

In addition to our distinctive marks, we own numerous registered and unregistered copyrights, and trade dress rights, to our products and packaging. We intend to continue to strategically register copyrights in our various products. We also place significant value on our trade dress, which is the overall image and appearance of our products, as we believe that our trade dress helps to distinguish our products in the marketplace from our competitors.

Since 2006, we have held a perpetual, irrevocable and worldwide license from the University of Colorado allowing us to use speech recognition technology for language-learning solutions. Since 2014, we have also held a commercial license from the Florida State University Research Foundation allowing us to use certain computer software and technology in our literacy offerings. These types of arrangements are often subject to royalty or license fees.

We diligently protect our intellectual property through the use of patents, trademarks and copyrights and through enforcement efforts in litigation. We routinely monitor for potential infringement in the countries where we do business. In addition, our employees, contractors and other parties with access to our confidential information are required to sign agreements that prohibit the unauthorized disclosure of our proprietary rights, information and technology.

Employees

As of December 31, 2015, we had 1,148 total employees, consisting of 855 full-time and 293 part-time employees. We have employees in France, Spain and Italy who are represented by a collective bargaining agreement. We believe that we have good relations with our employees. In the first quarter of 2015, we implemented a program to reduce costs as part of an alignment of resources around our Enterprise & Education segment, including the reduction of non-Enterprise & Education headcount by approximately 15%. On March 14, 2016, we announced that we intend to exit our direct sales presence in almost all of our non-U.S. and non-northern European geographies related to the distribution of our Enterprise & Education language offerings. If our intentions are realized, these actions will reduce headcount by approximately 17% of our full-time workforce. For more information about these employee reductions, see Notes 13 and 21 of Item 8, *Financial Statements and Supplementary Data* contained in this Annual Report on Form 10-K.

Financial Information by Segment and Geographic Area

For a discussion of financial information by segment and geographic area, see Note 17 of Item 8, *Financial Statements and Supplementary Data* contained in this Annual Report on Form 10-K.

Available Information

This Annual Report on Form 10-K, along with our Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"), are available free of charge through our website as soon as reasonably practicable after we electronically file such material with, or furnish it to, the Securities and Exchange Commission ("SEC"). Our website address is www.rosettastone.com. The SEC maintains a website that contains reports, proxy statements and other information regarding issuers that file electronically with the SEC. These materials may be obtained electronically by accessing the SEC's website at www.sec.gov.

Item 1A. Risk Factors

The following description of risk factors includes any material changes to, and supersedes the description of, risk factors associated with our business previously disclosed in our Quarterly Report on Form 10-Q filed on November 4, 2015 with the SEC for the period ended September 30, 2015. An investment in our common stock involves a substantial risk of loss. Investors should carefully consider these risk factors, together with all of the other information included herewith, before deciding to purchase shares of our common stock. If any of the following risks actually occur, our business, financial condition, or results of operations could be materially adversely affected. In such case, the market price of our common stock could decline and all or part of an investment may be lost.

The risks described below are not the only ones facing us. Our business is also subject to the risks that affect many other companies, such as general economic conditions and geopolitical events. Further, additional risks not currently known to us or that we currently believe are immaterial could have a material adverse effect on our business, financial condition, cash flows and results of operations. In addition to the other information set forth in this annual report on Form 10-K, you should carefully consider the risk factors discussed below and in other documents we file with the SEC that could materially affect our business, financial condition, cash flows or future results.

Our business could be impacted as a result of actions by activist shareholders or others.

We may be subject, from time to time, to legal and business challenges in the operation of our company due to proxy contests, shareholder proposals, media campaigns and other such actions instituted by activist shareholders or others. Responding to such actions could be costly and time-consuming, disrupt our operations, may not align with our business strategies and could divert the attention of our Board of Directors and senior management from the pursuit of current business strategies. Perceived uncertainties as to our future direction as a result of shareholder activism or potential changes to the composition of the Board of Directors may lead to the perception of a change in the direction of the business or other instability that may make it more difficult to attract and retain qualified personnel and business partners, and could have a materially adverse effect on the Company's stock price.

We might not be successful in executing our strategy of focusing on the Enterprise & Education segment and on more passionate language learners in the Consumer segment, and our company reorganization and realignment might not produce the desired results.

We are continuing to undertake a strategic reorganization and realignment of our business to maximize profitable growth in our Enterprise & Education segment by serving the needs of corporate and K-12 language learners, and prioritizing those who wish to speak and read English. In addition, we are now focusing on the needs of more passionate language learners in our Consumer segment, rather than addressing the needs of the mass marketplace. If we do not successfully execute our strategy, our revenue and profitability could decline. Our recent strategy changes include actions to reduce headcount, exit unprofitable geographies, and other cost reductions. These cost reduction efforts could harm our business and results of operations by distracting management and employees, causing difficulty in hiring, motivating, and retaining talented and skilled personnel, and creating uncertainty among our customers and vendors that could lead to delays or unexpected costs. Also, our ability to achieve anticipated cost savings and other benefits from these efforts is subject to many estimates and assumptions, which are subject to significant economic, competitive and other uncertainties, some of which are beyond our control. If these estimates and assumptions are incorrect, or if other unforeseen events occur, our business and financial results could be adversely affected.

Our actual operating results may differ significantly from our guidance.

Historically, our practice has been to release guidance regarding our future performance that represents management's estimates as of the date of release. This guidance, which includes forward-looking statements, is based on projections prepared by management. These projections are not prepared with a view toward compliance with published guidelines of the American Institute of Certified Public Accountants, and neither our registered public accountants nor any other independent expert or

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outside party confirms or examines the projections and, accordingly, no such person expresses any opinion or any other form of assurance with respect thereto.

Projections are based upon a number of assumptions and estimates that, while presented with numerical specificity, are inherently subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond our control and are based upon specific assumptions with respect to future business decisions, some of which will change. We generally state possible outcomes as high and low ranges or a single point estimates, but actual results could differ materially. The principal reason that we release guidance is to provide a basis for management to discuss our business outlook with analysts and investors. We do not accept any responsibility for any projections or reports published by any such persons.

Guidance is necessarily speculative in nature, and it can be expected that some or all of the assumptions in the guidance furnished by us will not materialize or will vary significantly from actual results. Accordingly, our guidance is only an estimate of what management believes is realizable as of the date of release. Actual results may vary from our guidance and the variations may be material. In light of the foregoing, investors are urged not to rely upon, or otherwise consider, our guidance in making an investment decision in respect of our common stock.

Any failure to successfully implement our strategy or the occurrence of any of the events or circumstances set forth in these "Risk Factors" and elsewhere in this annual report on Form 10-K could result in the actual operating results being different from our guidance, and such differences may be adverse and material.

Intense competition in our industry may hinder our ability to attract and retain customers and generate revenue, and may diminish our margins.

The business environment in which we operate is rapidly evolving, highly fragmented and intensely competitive, and we expect competition to persist and intensify. Increased competition could adversely affect operating results by causing lower demand for our products and services, reduced revenue, more product returns, price reductions or concessions, reduced gross margins, and loss of customers.

Many of our current and potential domestic and international competitors have substantially greater financial, technical, sales, marketing and other resources than we do, as well as greater name recognition in some locations, as well as in some cases, lower costs. Some competitors offer more differentiated products (for example, online learning as well as physical classrooms and textbooks) that may allow them to more flexibly meet changing customer preferences. The resources of our competitors also may enable them to respond more rapidly to new or emerging technologies and changes in customer requirements and preferences and to offer lower prices than ours or to offer free language-learning software or online services. We may not be able to compete successfully against current or future competitors.

There are a number of free online language-learning opportunities to learn grammar, pronunciation, vocabulary (including specialties in areas such as medicine and business), reading, and conversation by means of podcasts and MP3s, mobile applications, audio courses and lessons, videos, games, stories, news, digital textbooks, and through other means. We estimate that there are thousands of free mobile applications on language-learning; free products are provided in at least 50 languages by private companies, universities, and government agencies. Low barriers to entry allow start-up companies with lower costs and less pressure for profitability to compete with us. Competitors funded by venture capital, that may be focused more on user acquisition rather than profitability, enable our competitors to offer products at significantly lower prices or for free. As free online translation services improve and become more widely available and used, people may generally become less interested in language-learning. Although we also offer free products such as mobile apps, if we cannot successfully attract users of these free products and convert a sufficient portion of these free users into paying customers, our business could be adversely affected. If free products become more engaging and competitive or gain widespread acceptance by the public, demand for our products could decline or we may have to lower our prices, which could adversely impact our revenue and other results.

Historically a substantial portion of our revenue has been generated from our Consumer business. If we fail to accurately anticipate consumer demand and trends in consumer preferences, our brands, sales and customer relationships may be harmed.

Demand for our consumer focused language-learning, literacy and brain fitness software products and related services is subject to rapidly changing consumer demand and trends in consumer preferences. Therefore, our success depends upon our ability to:

- identify, anticipate, understand and respond to these trends in a timely manner;
- introduce appealing new products and performance features on a timely basis;
- provide appealing solutions that engage our customers;

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- adapt and offer our products and services using rapidly evolving, widely varying and complex technologies;
- anticipate and meet consumer demand for additional languages, learning levels and new platforms for delivery;
- effectively position and market our products and services;
- identify and secure cost-effective means of marketing our products to reach the appropriate consumers;
- identify cost-effective sales distribution channels and other sales outlets where interested consumers will buy our products;
- anticipate and respond to consumer price sensitivity and pricing changes of competitive products; and
- identify and successfully implement ways of building brand loyalty and reputation.

We anticipate having to make investments in new products in the future and we may incur significant expenses without achieving the anticipated benefits of our investment or preserving our brand and reputation. Investments in new products and technology are speculative, the development cycle for products may exceed planned estimates and commercial success depends on many factors, including innovativeness, developer support, and effective distribution and marketing. Customers might not perceive our latest offerings as providing significant new value and may reduce their purchases of our offerings, unfavorably impacting revenue. We might not achieve significant revenue from new product and service investments for a number of years, if at all. We also might not be able to develop new solutions or enhancements in time to capture business opportunities or achieve sustainable acceptance in new or existing places. Furthermore, consumers may defer purchases of our solutions in anticipation of new products or new versions from us or our competitors. A decline in consumer demand for our solutions, or any failure on our part to satisfy such changing consumer preferences, could harm our business and profitability.

If the recognition by schools and other organizations of the value of technology-based education does not continue to grow, our ability to generate revenue from organizations could be impaired.

Our success depends in part upon the continued adoption by organizations and potential customers of technology-based education initiatives. Some academics and educators oppose online education in principle and have expressed concerns regarding the perceived loss of control over the education process that could result from offering courses online. If the acceptance of technology-based education does not continue to grow, our ability to continue to grow our Enterprise & Education business could be impaired.

We depend on discretionary consumer spending in the Consumer segment of our business. Adverse trends in general economic conditions, including retail and online shopping patterns or consumer confidence, as well as other external consumer dynamics may compromise our ability to generate revenue.

The success of our business depends to a significant extent upon discretionary consumer spending, which is subject to a number of factors, including general economic conditions, consumer confidence, employment levels, business conditions, interest rates, availability of credit, inflation, and taxation. Adverse trends in any of these economic indicators may cause consumer spending to decline further, which could hurt our sales and profitability.

Because a significant portion of our Consumer sales are made to or through retailers and distributors, none of which has any obligation to sell our products, the failure or inability of these parties to sell our products effectively could hurt our revenue and profitability.

We rely on retailers and distributors, together with our direct sales force, to sell our products. Our sales to retailers and distributors are concentrated on a key group that is comprised of a mix of websites, such as Amazon.com and the Apple App Store; select retail resellers such as Barnes & Noble, Best Buy, Target, Books-a-Million, Staples, and Sam's Club; and consignment distributors such as Wynit Distribution and Software Packaging Associates. Sales to or through our retailers and distributors accounted for approximately 10% of our revenue for the year ended December 31, 2015, compared to 13% for the year ended December 31, 2014.

We have no control over the amount of products that these retailers and distributors purchase from us or sell on our behalf, we do not have long-term contracts with any of them, and they have no obligation to offer or sell our products or to give us any particular shelf space or product placement within their stores. Thus, there is no guarantee that this source of revenue will continue at the same level as it has in the past or that these retailers and distributors will not promote competitors' products over our products or enter into exclusive relationships with our competitors. Any material adverse change in the principal commercial terms, material decrease in the volume of sales generated by our larger retailers or distributors or major disruption or termination of a relationship with these retailers and distributors could result in a significant decline in our revenue and profitability. Furthermore, product display locations and promotional activities that retailers undertake can affect the sales of

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our products. The fact that we also sell our products directly could cause retailers or distributors to reduce their efforts to promote our products or stop selling our products altogether.

Many traditional physical retailers are experiencing diminished foot traffic and sales. For our retail business, even though online sales have increased in popularity and are growing in importance, we continue to depend on sales that take place in physical stores and shopping malls. Reduced customer foot traffic in these stores and malls is likely to reduce their sales of our products. In addition, if one or more of these retailers or distributors are unable to meet their obligations with respect to accounts payable to us, we could be forced to write off accounts receivable with such accounts. Any bankruptcy, liquidation, insolvency or other failure of any of these retailers or distributors could result in significant financial loss and cause us to lose revenue in future periods.

Price changes and other concessions could reduce our revenue.

We continue to test and offer changes to the pricing of our products. If we reduce our prices in an effort to increase our sales, this could have an adverse impact on our revenue to the extent that unit sales do not increase in a sufficient amount to compensate for the lower pricing. Reducing our pricing to individual consumers could also cause us to have to lower pricing to our Enterprise & Education customers. Any increase in the taxation of online sales could have the effect of a price increase to consumers and could cause us to have to lower our prices or could cause sales to decline. It is uncertain whether we will need to continue to lower prices to effectively compete and what the other short-term and long-term impacts could be.

We also may provide our retailers and distributors with price protection on existing inventories, which would entitle these retailers and distributors to credit against amounts owed with respect to unsold packaged product under certain conditions. These price protection reserves could be material in future periods.

In the U.S. and Canada, we offer consumers who purchase our packaged software and audio practice products directly from us a 30-day, unconditional, full money-back refund. We also permit some of our retailers and distributors to return packaged products, subject to certain limitations. We establish revenue reserves for packaged product returns based on historical experience, estimated channel inventory levels, the timing of new product introductions and other factors. If packaged product returns exceed our reserve estimates, the excess would offset reported revenue, which could hurt our reported financial results.

Our future growth and profitability will depend in large part upon the effectiveness and efficiency of our marketing.

Our future growth and profitability will depend in large part upon the effectiveness and efficiency of our marketing, including our ability to:

- appropriately and efficiently allocate our marketing for multiple products;
- accurately identify, target and reach our audience of potential customers with our marketing messages;
- select the right marketplace, media and specific media vehicle in which to advertise;
- identify the most effective and efficient level of spending in each marketplace, media and specific media vehicle;
- determine the appropriate creative message and media mix for advertising, marketing and promotional expenditures;
- effectively manage marketing costs, including creative and media expenses, in order to maintain acceptable customer acquisition costs;
- differentiate our products as compared to other products;
- create greater awareness of our new products like kids' literacy and brain fitness, and of our brands and learning solutions;
- drive traffic to our e-commerce website, call centers, distribution channels and retail partners; and
- convert customer inquiries into actual orders.

Our planned marketing may not result in increased revenue or generate sufficient levels of product and brand name awareness, and we may not be able to increase our net sales at the same rate as we increase our advertising expenditures.

Some of our radio, television, print, and online advertising has been through the purchase of "remnant" advertising segments. These segments are random time slots and publication dates that have remained unsold and are offered at discounts to advertisers who are willing to be flexible with respect to time slots. There is a limited supply of this type of advertising and the availability of such advertising may decline or the cost of such advertising may increase. In addition, if we increase our

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marketing budget it cannot be assured that we can increase the amount of remnant advertising at the discounted prices we have obtained in the past. If any of these events occur, we may be forced to purchase time slots and publication dates at higher prices, which will increase our costs.

We engage in an active public relations program, including through social media sites such as Facebook and Twitter. We also seek new customers through our online marketing efforts, including paid search listings, banner ads, text links and permission-based e-mails, as well as our affiliate and reseller programs. If one or more of the search engines or other online sources on which we rely for website traffic were to modify their general methodology for how they display our websites, resulting in fewer consumers clicking through to our websites, our sales could suffer. If any free search engine on which we rely begins charging fees for listing or placement, or if one or more of the search engines or other online sources on which we rely for purchased listings, modifies or terminates its relationship with us, our expenses could rise, we could lose customers and traffic to our websites could decrease.

We dynamically adjust our mix of marketing programs to acquire new customers at a reasonable cost with the intention of achieving overall financial goals. If we are unable to maintain or replace our sources of customers with similarly effective sources, or if the cost of our existing sources increases, our customer levels and marketing expenses may be adversely affected.

Our international businesses may not succeed and impose additional and unique risks.

Our business strategy contemplates stabilizing and reducing the losses we have experienced internationally. We continuously review and optimize certain of our website sales channels in Europe, Asia and Latin America. In addition, we continue to optimize our indirect sales channels in Europe, Asia and Latin America through reseller and other arrangements with third parties. If we are unable to stabilize and reduce losses in our international operations successfully and in a timely manner, our business, revenue, and financial results could be harmed. Such stabilization and reduction may be more difficult or take longer than we anticipate, and we may not be able to successfully market, sell, deliver and support our products and services internationally to the extent we expect.

If we are unable to continually adapt our products and services to mobile devices and technologies other than personal computers and laptops, and to adapt to other technological changes and customer needs generally, we may be unable to attract and retain customers, and our revenue and business could suffer.

We need to anticipate, develop and introduce new products, services and applications on a timely and cost-effective basis that keeps pace with technological developments and changing customer needs. The process of developing new high technology products, services and applications and enhancing existing products, services and applications is complex, costly and uncertain, and any failure by us to anticipate customers' changing needs and emerging technological trends accurately could significantly harm our ability to attract and retain customers and our results of operations. For example, the number of individuals who access the Internet through devices other than a personal computer, such as tablet computers, mobile devices, televisions and set-top box devices, has increased dramatically and this trend is likely to continue. Our products and services may not work or be viewable on these devices because each manufacturer or distributor may establish unique technical standards for such devices. Accordingly, we may need to devote significant resources to the creation, support and maintenance of such versions. If we fail to develop or sell products and services on a cost-effective basis that respond to these or other technological developments and changing customer needs, we may be harmed in our ability to attract and retain customers, and our revenue and business could suffer. Furthermore, our customers who view our advertising via mobile devices might not buy our products to the same extent that they do when viewing our advertising via personal computers or laptops. Accordingly, if we cannot convince customers to purchase our products via mobile devices, our business and results of operations could be harmed to the extent that the trend to mobile devices continues.

We offer our software products on operating systems and platforms including Windows, Macintosh, Apple OS, Android, and Amazon apps. The demand for personal computers has been declining, which means that we must be able to market to potential customers and to provide customers with access to and use of our products and services on many platforms and operating systems, as they may be changed from time to time. To the extent new releases of operating systems, including for mobile and non-PC devices, or other third-party products, platforms or devices make it more difficult for our products to perform, and our customers use alternative technologies, our business could be harmed.

Our software products must interoperate with computer operating systems of our customers. If we are unable to ensure that our products interoperate properly with customer systems, our business could be harmed.

Our products must interoperate with our customers' computer systems, including the network, security devices and settings, and student learning management systems of our Enterprise & Education customers. As a result, we must continually ensure that our products interoperate properly with these varied and customized systems. Changes in operating systems, the technologies we incorporate into our products or the computer systems our customers use may damage our business.

If there are changes in the spending policies or budget priorities for government funding of colleges, universities, schools, other education providers, or government agencies, we could lose revenue.

Many of our Enterprise & Education customers are colleges, universities, primary and secondary schools and school districts, other education providers, armed forces and government agencies that depend substantially on government funding. Accordingly, any general decrease, delay or change in federal, state or local funding for colleges, universities, primary and secondary schools and school districts, or other education providers or government agencies that use our products and services could cause our current and potential customers to reduce their purchases of our products and services, to exercise their right to terminate licenses, or to decide not to renew licenses, any of which could cause us to lose revenue. In addition, a specific reduction in governmental funding support for products such as ours would also cause us to lose revenue and could hurt our overall gross margins.

Some of our Enterprise & Education business is characterized by a lengthy and unpredictable sales cycle, which could delay new sales.

We face a lengthy sales cycle between our initial contact with some potential Enterprise & Education customers and the signing of license agreements with these customers. As a result of this lengthy sales cycle, we have only a limited ability to forecast the timing of such Enterprise & Education sales. A delay in or failure to complete license transactions could cause us to lose revenue, and could cause our financial results to vary significantly from quarter to quarter. Our sales cycle varies widely, reflecting differences in our potential Enterprise & Education customers' decision-making processes, procurement requirements and budget cycles, and is subject to significant risks over which we have little or no control, including:

- customers' budgetary constraints and priorities;
- the timing of our customers' budget cycles;
- the need by some customers for lengthy evaluations that often include administrators and faculties; and
- the length and timing of customers' approval processes.

As we pursue our SaaS model and move more of our Consumer business online and increasingly sell our solutions as subscriptions, rather than packaged software for an upfront fee, our revenue, results of operations and cash flow could be negatively impacted.

Historically, we have predominantly sold our packaged software programs under a perpetual license for a single upfront fee and recorded 65-90% of the revenue at the time of sale. Certain of our online products are sold under different subscription terms, from short-term (less than one year) to 36-month subscriptions with a corresponding license term. Selling more long-term subscriptions could result in substantially less cash and revenue from the initial sale to the customer and could have a substantially negative impact on our revenue, results of operations and cash flow in any quarterly reporting period. Furthermore, to the extent that customers use our products and services for only a short time after purchase, online subscription customers could be less likely to renew their subscriptions beyond the initial term with the effect that we could earn less revenue over time from each customer than historically.

Our revenue is subject to seasonal and quarterly variations, which could cause our financial results to fluctuate significantly.

We have experienced, and we believe we will continue to experience, substantial seasonal and quarterly variations in our revenue, cash flows and net income. These variations are primarily related to increased sales of our Consumer products and services in the fourth quarter during the holiday selling season as well as higher sales to governmental, educational institutions, and corporations in the second half of the calendar year. We sell to a significant number of our retailers, distributors and Enterprise & Education customers on a purchase order basis and we receive orders when these customers need products and services. As a result, their orders are typically not evenly distributed throughout the year. Our quarterly results of operations also may fluctuate significantly as a result of a variety of other factors, including the timing of holidays and advertising initiatives, changes in our products, services and advertising initiatives and changes in those of our competitors. Budgetary constraints of our Enterprise & Education customers may also cause our quarterly results to fluctuate.

As a result of these seasonal and quarterly fluctuations, we believe that comparisons of our results of operations between different quarters are not necessarily meaningful and that these comparisons are not reliable as indicators of our future performance. In addition, these fluctuations could result in volatility and adversely affect our cash flows. Any seasonal or quarterly fluctuations that we report in the future may differ from the expectations of market analysts and investors, which could cause the price of our common stock to fluctuate significantly.

Acquisitions, joint ventures and strategic alliances may have an adverse effect on our business.

We have made and may continue to make acquisitions or enter into joint ventures and strategic alliances as part of our long-term business strategy. Such transactions may result in use of our cash resources, dilutive issuances of our equity securities, or incurrence of debt. Such transactions also involve significant challenges and risks including that the transaction does not advance our business strategy, that we do not realize a satisfactory return on our investment, that we experience difficulty integrating new technology, employees, and business systems, that we divert management's attention from our other businesses or that we acquire undiscovered liabilities such as patent infringement claims or violations of the U.S. Foreign Corrupt Practices Act and similar worldwide anti-bribery laws. It may take longer than expected to realize the full benefits, such as increased revenue, enhanced efficiencies, or more customers, or those benefits may ultimately be smaller than anticipated, or may not be realized. These events and circumstances could harm our operating results or financial condition.

We may incur significant costs related to data security breaches that could compromise our information technology network security, trade secrets and customer data.

Threats to our information technology network security can take a variety of forms. Individual hackers and groups of hackers, and sophisticated organizations or individuals may threaten our information technology network security. Cyber attackers may develop and deploy malicious software to attack our services and gain access to our networks, data centers, or act in a coordinated manner to launch distributed denial of service or other coordinated attacks. Cyber threats and attacks are constantly evolving, thereby increasing the difficulty of detecting and successfully defending against them. We may be unable to anticipate these techniques or to implement adequate preventative measures in time. Cyber threats and attacks can have cascading impacts that unfold with increasing speed across internal networks and systems. Breaches of our network, credit card processing information, or data security could disrupt the security of our internal systems and business applications, impair our ability to provide services to our customers and protect the privacy of their data, resulting in product development delays, could compromise confidential or technical business information hampering our competitive position, result in theft or misuse of our intellectual property or other assets, require us to allocate more resources to improved technologies, or otherwise adversely affect our business.

Our possession and use of personal information presents risks and expenses that could harm our business. If we are unable to protect our information technology network against service interruption or failure, misappropriation or unauthorized disclosure or manipulation of data, whether through breach of our network security or otherwise, we could be subject to costly government enforcement actions and litigation and our reputation may be damaged.

Our business involves the collection, storage and transmission of personal, financial or other information that is entrusted to us by our customers and employees. Our information systems also contain the Company's proprietary and other confidential information related to our business. Our efforts to protect such information may be unsuccessful due to the actions of third parties, computer viruses, physical or electronic break-ins, catastrophic events, employee error or malfeasance or other attempts to harm our systems. Possession and use of personal information in conducting our business subjects us to legislative and regulatory obligations that could require notification of data breaches, restrict our use of personal information and hinder our ability to acquire new customers or market to existing customers. Some of our commercial partners may receive or store information provided by us or our users through our websites. If these third parties fail to adopt or adhere to adequate information security practices, or fail to comply with our online policies, or in the event of a breach of their networks, our customers' data may be improperly accessed, used or disclosed. As our business and the regulatory environment evolve in the U.S. and internationally, we may become subject to additional and even more stringent legal obligations concerning our treatment of customer information. We have incurred, and will continue to incur, expenses to comply with privacy and security standards and protocols imposed by law, regulation, industry standards or contractual obligations.

If our systems are harmed or fail to function properly or if third parties improperly obtain and use the personal information of our customers or employees, we may be required to expend significant resources to repair or replace systems or to otherwise protect against security breaches or to address problems caused by breaches. A major breach of our network security and systems could have serious negative consequences for our businesses, including possible fines, penalties and damages, reduced customer demand for our products and services, harm to our reputation and brand and loss of our ability to accept and process customer credit card orders. Any such events could have a material and adverse effect on our business, reputation or financial results. Our insurance policies carry coverage limits, which may not be adequate to reimburse us for losses caused by security breaches.

Changes in regulations or customer concerns regarding privacy and protection of customer data, or any failure to comply with such laws, could adversely affect our business.

Federal, state, and international laws and regulations govern the collection, use, retention, disclosure, sharing and security of data that we receive from and about our customers. The use of consumer data by online service providers and advertising

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networks is a topic of active interest among federal, state, and international regulatory bodies, and the regulatory environment is unsettled. Many states have passed laws requiring notification to customers where there is a security breach for personal data, such as California's Information Practices Act. We face similar risks in international markets where our products, services and apps are offered. Any failure, or perceived failure, by us to comply with or make effective modifications to our policies, or to comply with any federal, state, or international privacy, data-retention or data-protection-related laws, regulations, orders or industry self-regulatory principles could result in proceedings or actions against us by governmental entities or others, a loss of customer confidence, damage to the Rosetta Stone brands, and a loss of customers, which could potentially have an adverse effect on our business.

In addition, various federal, state and foreign legislative or regulatory bodies may enact new or additional laws and regulations concerning privacy, data-retention and data-protection issues, including laws or regulations mandating disclosure to domestic or international law enforcement bodies, which could adversely impact our business, our brand or our reputation with customers. For example, some countries are considering laws mandating that customer data regarding customers in their country be maintained in their country. Having to maintain local data centers in individual countries could increase our operating costs significantly. The interpretation and application of privacy, data protection and data retention laws and regulations are often uncertain and in flux in the U.S. and internationally. These laws may be interpreted and applied inconsistently from country to country and inconsistently with our current policies and practices, complicating long-range business planning decisions. If privacy, data protection or data retention laws are interpreted and applied in a manner that is inconsistent with our current policies and practices we may be fined or ordered to change our business practices in a manner that adversely impacts our operating results. Complying with these varying international requirements could cause us to incur substantial costs or require us to change our business practices in a manner adverse to our business and operating results.

We are subject to U.S. and foreign government regulation of online services which could subject us to claims, judgments, and remedies, including monetary liabilities and limitations on our business practices.

We are subject to regulations and laws directly applicable to providers of online services. The application of existing domestic and international laws and regulations to us relating to issues such as user privacy and data protection, data security, defamation, promotions, billing, consumer protection, accessibility, content regulation, quality of services, and intellectual property ownership and infringement in many instances is unclear or unsettled. Also, the collection and protection of information from children under the age of 13 is subject to the provisions of the Children's Online Privacy Protection Act (COPPA), which is particularly relevant to our learning solutions focused on children. In addition, we will also be subject to any new laws and regulations directly applicable to our domestic and international activities. Internationally, we may also be subject to laws regulating our activities in foreign countries and to foreign laws and regulations that are inconsistent from country to country. We may incur substantial liabilities for expenses necessary to defend litigation in connection with such regulations and laws or to comply with these laws and regulations, as well as potential substantial penalties for any failure to comply.

Changes in how network operators handle and charge for access to data that travel across their networks could adversely impact our business.

We rely upon the ability of customers to access many of our products through the Internet. To the extent that network operators implement usage based pricing, including meaningful bandwidth caps, or otherwise try to monetize access to their networks by data providers, we could incur greater operating expenses and our customer acquisition and retention could be negatively impacted. Furthermore, to the extent network operators were to create tiers of Internet access service and either charge us for or prohibit us from being available through these tiers, our business could be negatively impacted.

We are exposed to risks associated with credit card and payment fraud, and with our obligations under rules on credit card processing and alternative payment methods, which could cause us to lose revenue or incur costs. We depend upon our credit card processors and payment card associations.

As an e-commerce provider that accepts debit and credit cards for payment, we are subject to the Payment Card Industry Data Security Standard ("PCI DSS"), issued by the PCI Council. PCI DSS contains compliance guidelines and standards with regard to our network security surrounding the physical and electronic storage, processing and transmission of individual cardholder data. Despite our compliance with these standards and other information security measures, we cannot guarantee that all our information technology systems are able to prevent, contain or detect any cyber attacks, cyber terrorism, or security breaches from currently known viruses or malware, or viruses or malware that may be developed in the future. To the extent any disruption results in the loss, damage or misappropriation of information, we may be adversely affected by claims from customers, financial institutions, regulatory authorities, payment card associations and others. In addition, the cost of complying with stricter privacy and information security laws and standards could be significant.

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We are subject to rules, regulations and practices governing our accepted payment methods which could change or be reinterpreted to make it difficult or impossible for us to comply. A failure to comply with these rules or requirements could make us subject to fines and higher transaction fees and we could lose our ability to accept these payment methods. We depend upon our credit card processors to carry out our sales transactions and remit the proceeds to us. At any time, credit card processors have the right to withhold funds otherwise payable to us to establish or increase a reserve based on their assessment of the inherent risks of credit card processing and their assessment of the risks of processing our customers' credit cards. If our credit card processors exercise their right to establish or increase a reserve, it may adversely impact our liquidity. Our business and results of operations could be adversely affected if these changes were to occur.

Any significant interruptions in the operations of our website, call center or third-party call centers, especially during the holiday shopping season, could cause us to lose sales and disrupt our ability to process orders and deliver our solutions in a timely manner.

We rely on our website, an in-house call center and third-party call centers, over which we have little or no control, to sell our solutions, respond to customer service and technical support requests and process orders. These activities are especially important during the holiday season and in particular the period beginning on Black Friday through the end of the calendar year. Any significant interruption in the operation of these facilities, including an interruption caused by our failure to successfully expand or upgrade our systems or to manage these expansions or upgrades, or a failure of third-party call centers to handle higher volumes of use, could reduce our ability to receive and process orders and provide products and services, which could result in cancelled sales and loss of revenue and damage to our brand and reputation. These risks are more important during the holiday season, when many sales of our products and services take place.

We structure our marketing and advertising to drive potential customers to our website and call centers to purchase our solutions. If we experience technical difficulties with our website or if our call center operators do not convert inquiries into sales at expected rates, our ability to generate revenue could be impaired. Training and retaining qualified call center operators is challenging due to the expansion of our product and service offerings and the seasonality of our business. If we do not adequately train our call center operators, they will not convert inquiries into sales at an acceptable rate.

If any of our products or services contain defects or errors or if new product releases or services are delayed, our reputation could be harmed, resulting in significant costs to us and impairing our ability to sell our solutions.

If our products or services contain defects, errors or security vulnerabilities, our reputation could be harmed, which could result in significant costs to us and impair our ability to sell our products in the future. In the past, we have encountered product development delays due to errors or defects. We would expect that, despite our testing, errors could be found in new products and product enhancements in the future. Significant errors in our products or services could lead to, among other things:

- delays in or loss of marketplace acceptance of our products and services;
- diversion of our resources;
- a lower rate of license renewals or upgrades for Consumer and Enterprise & Education customers;
- injury to our reputation;
- increased service expenses or payment of damages; or
- costly litigation.

If we fail to effectively upgrade our information technology systems, we may not be able to accurately report our financial results or prevent fraud.

As part of our efforts to continue improving our internal control over financial reporting, we plan to continue to upgrade our existing financial information technology systems in order to automate several controls that are currently performed manually. We may experience difficulties in transitioning to these upgraded systems, including loss of data and decreases in productivity, as personnel become familiar with these new systems. In addition, our management information systems will require modification and refinement as our business needs change, which could prolong difficulties we experience with systems transitions, and we may not always employ the most effective systems for our purposes. If we experience difficulties in implementing new or upgraded information systems or experience significant system failures, or if we are unable to successfully modify our management information systems or respond to changes in our business needs, we may not be able to effectively manage our business and we may fail to meet our reporting obligations. In addition, as a result of the automation of these manual processes, the data produced may cause us to question the accuracy of previously reported financial results.

Failure to maintain the availability of the systems, networks, databases and software required to operate and deliver our Internet-based products and services could damage our reputation and cause us to lose revenue.

We rely on internal and external systems, networks and databases maintained by us and third-party providers to process customer orders, handle customer service requests, and host and deliver our Internet-based learning solutions. Any damage, interruption or failure of our systems, networks and databases could prevent us from processing customer orders and result in degradation or interruptions in delivery of our products and services. Notwithstanding our efforts to protect against interruptions in the availability of our e-commerce websites and Internet-based products and services, we do occasionally experience unplanned outages or technical difficulties. In addition, we do not have complete redundancy for all of our systems. In the event of an interruption or system event we may be unable to meet contract service level requirements, or we could experience an unrecoverable loss of data which could cause us to lose customers and could harm our reputation and cause us to face unexpected liabilities and expenses. If we continue to expand our business, we will put additional strains on these systems. As we continue to move additional product features to online systems or place more of our business online, all of these considerations will become more significant.

We may also need to grow, reconfigure or relocate our data centers in response to changing business needs, which may be costly and lead to unplanned disruptions of service.

We may incur losses associated with currency fluctuations and may not be able to effectively hedge our exposure, which could impair our financial performance.

Our operating results are subject to fluctuations in foreign currency exchange rates. We currently do not attempt to mitigate a portion of these risks through foreign currency hedging, based on our judgment of the appropriate trade-offs among risk, opportunity and expense. In the future, we might choose to engage in foreign currency hedging transactions, which would involve different risks and uncertainties.

Our revolving credit facility contains borrowing limitations and covenants and the failure to maintain a sufficient borrowing base or to comply with such covenants could prevent us from borrowing funds, and could cause any outstanding debt to become immediately payable, which might adversely impact our business.

Our revolving credit facility contains borrowing limitations based on a combination of our cash balance and eligible accounts receivable balances and financial covenants currently applicable to us, as well as a number of restrictive covenants, including restrictions on incurring additional debt, making investments and other restricted payments, selling assets, paying dividends and redeeming or repurchasing capital stock and debt, subject to certain exceptions. Collectively, these borrowing limitations and covenants could constrain our ability to grow our business through acquisition or engage in other transactions. During the term of our \$25.0 million revolving credit facility, we are also subject to certain financial covenants that require us to maintain a minimum liquidity amount and minimum financial performance requirements, as defined in the credit agreement. If we are not able to comply with all of these covenants, for any reason, we would not be able to borrow funds under the facility, and some or all of any outstanding debt could become immediately due and payable which could have a material adverse effect on our liquidity and ability to conduct our business.

A significant deterioration in our profitability and/or cash flow caused by prolonged economic instability could reduce our liquidity and/or impair our financial ratios, and trigger a need to raise additional funds from the capital markets and/or renegotiate our banking covenants.

To the extent the economic difficulties continue, or worldwide economic conditions materially deteriorate, our revenue, profitability and cash flows could be significantly reduced as customers would be unable to purchase products and services in the expected quantities and/or pay for them within normal agreed terms. A liquidity shortfall may delay certain development initiatives or may expose us to a need to negotiate further funding. While we anticipate that our existing cash and cash equivalents, together with availability under our existing revolving credit facility, cash balances and cash from operations, will be sufficient to fund our operations for at least the next 12 months, we may need to raise additional capital to fund operations in the future or to finance acquisitions. If we seek to raise additional capital in order to meet various objectives, including developing future technologies and services, increasing working capital, acquiring businesses and responding to competitive pressures, capital may not be available on favorable terms or may not be available at all. Lack of sufficient capital resources could significantly limit our ability to take advantage of business and strategic opportunities. Any additional capital raised through the sale of equity securities would dilute our stock ownership. If adequate additional funds are not available, we may be required to delay, reduce the scope of, or eliminate material parts of our business strategy, including potential additional acquisitions or development of new products, services and technologies.

We might require additional funds from what we internally generate to support our business which might not be available on acceptable terms or at all.

We might need to further reduce costs or raise additional funds through public or private financings or borrowings in order to maintain our operations at their current level, develop or enhance products, fund expansion, respond to competitive pressures or to acquire complementary products, businesses or technologies. If required, additional financing might not be available on terms that are favorable to us, if at all. If we raise additional funds through the issuance of debt, equity or convertible debt securities, these securities might have rights, preferences and privileges senior to those of our current stockholders.

If our goodwill or indefinite-lived intangible assets become impaired, we may be required to record a significant charge to earnings.

Under accounting principles generally accepted in the U.S. ("GAAP"), we review our goodwill and indefinite lived intangible assets for impairment at least annually and when there are changes in circumstances. Factors that may be considered a change in circumstances include a decline in stock price and market capitalization, expected future cash flows and slower growth rates in our industry. In the fourth quarter of 2015, we recorded a goodwill impairment loss of \$5.6 million related to the impairment of the Consumer Fit Brains reporting unit's goodwill. We may be required to record additional significant charges to earnings in our financial statements during the period in which any impairment of our goodwill or indefinite lived intangible assets is determined, resulting in a negative effect on our results of operations.

We may have exposure to greater than anticipated tax liabilities.

We are subject to income and indirect tax in the U.S. and many foreign jurisdictions. Significant judgment is required in determining our worldwide provision for income and indirect taxes. In the ordinary course of our business, there are many transactions and calculations where the ultimate tax determination is uncertain. The application of indirect taxes (such as sales and use tax, value-added tax, goods and services tax, business tax and gross receipt tax) to our businesses and to our users is complex, uncertain and evolving, in part because many of the fundamental statutes and regulations that impose indirect taxes were established before the adoption and growth of the Internet and e-commerce. We are subject to audit by multiple tax authorities throughout the world. Although we believe our tax estimates are reasonable, the final determination of tax audits and any related litigation could be materially different from our historical tax provisions and accruals. The results of an audit or litigation could have a material effect on our financial statements in the period or periods for which that determination is made. Further, any changes to the U.S. or any foreign jurisdictions' tax laws, tax rates, or the interpretation of such tax laws, including the Base Erosion Profit Shifting project being conducted by the Organization for Economic Co-operation and Development could significantly impact how U.S. multinational corporations are taxed. Although we cannot predict whether or in what form any legislation changes may pass, if enacted it could have a material adverse impact on our tax expense, deferred tax assets and cash flows.

Our deferred tax assets may not be fully realizable.

At December 31, 2015, we had gross deferred tax assets of \$79.2 million which was offset by a valuation allowance of \$70.5 million for certain jurisdictions. We recorded that tax valuation allowance to reflect uncertainties about whether we will be able to realize some of our deferred tax assets before they expire. The valuation allowance is based on our estimates of taxable income for the jurisdictions in which we operate and the period over which our deferred tax assets will be realizable. In the future, we could be required to increase the valuation allowance to take into account additional deferred tax assets that we may be unable to realize. An increase in the valuation allowance would have an adverse impact, which could be material, on our income tax provision and net income in the period in which we record the increase.

Protection of our intellectual property is limited, and any misuse of our intellectual property by others, including software piracy, could harm our business, reputation and competitive position.

Our intellectual property is important to our success. We believe our trademarks, copyrights, trade secrets, patents, pending patent applications, trade dress and designs are valuable and integral to our success and competitive position. To protect our proprietary rights, we rely on a combination of patents, copyrights, trademarks, trade dress, trade secret laws, confidentiality procedures, contractual provisions and technical measures. However, even if we are able to secure such rights in the United States, the laws of other countries in which our products are sold may not protect our intellectual property rights to the same extent as the laws of the United States.

In addition to issued patents, we have several patent applications on file in the U.S. and other countries. However, we do not know whether any of our pending patent applications will result in the issuance of patents or whether the examination process will require us to narrow our claims. Even if patents are issued from our patent applications, which are not certain, they may be challenged, circumvented or invalidated in the future. Moreover, the rights granted under any issued patents may not

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provide us with proprietary protection or competitive advantages, and, as with any technology, competitors may be able to develop similar or superior technologies now or in the future. In addition, we have not emphasized patents as a source of significant competitive advantage and have instead sought to primarily protect our proprietary rights under laws affording protection for trade secrets, copyright and trademark protection of our products, brands, and other intellectual property where available and appropriate. These measures afford only limited protection and may be challenged, invalidated or circumvented by third parties. In addition, these protections may not be adequate to prevent our competitors or customers from copying or reverse-engineering our products. Third parties could copy all or portions of our products or otherwise obtain, use, distribute and sell our proprietary information without authorization. Third parties may also develop similar or superior technology independently by designing around our intellectual property, which would decrease demand for our products. In addition, our patents may not provide us with any competitive advantages and the patents of others may seriously impede our ability to conduct our business.

We protect our products, trade secrets and proprietary information, in part, by requiring all of our employees to enter into agreements providing for the maintenance of confidentiality and the assignment of rights to inventions made by them while employed by us. We also enter into non-disclosure agreements with our technical consultants, customers, vendors and resellers to protect our confidential and proprietary information. We cannot guarantee that our confidentiality agreements with our employees, consultants and other third parties will not be breached, that we will be able to effectively enforce these agreements, that we will have adequate remedies for any breach, or that our trade secrets and other proprietary information will not be disclosed or will otherwise be protected.

We rely on contractual and license agreements with third parties in connection with their use of our products and technology. There is no guarantee that such parties will abide by the terms of such agreements or that we will be able to adequately enforce our rights, in part because we rely, in many instances, on "click-wrap" and "shrink-wrap" licenses, which are not negotiated or signed by individual licensees. Accordingly, some provisions of our licenses, including provisions protecting against unauthorized use, copying, transfer, resale and disclosure of the licensed software program, could be unenforceable under the laws of several jurisdictions.

Protection of trade secret and other intellectual property rights in the places in which we operate and compete is highly uncertain and may involve complex legal questions. The laws of countries in which we operate may afford little or no protection to our trade secrets and other intellectual property rights. Although we defend our intellectual property rights and combat unlicensed copying and use of software and intellectual property rights through a variety of techniques, preventing unauthorized use or infringement of our intellectual property rights is inherently difficult. Despite our enforcement efforts against software piracy, we could lose significant revenue due to illegal use of our software and from counterfeit copies of our software. If piracy activities increase, it could further harm our business.

We also suspect that competitors might try to illegally use our proprietary information and develop products that are similar to ours, which may infringe on our proprietary rights. In addition, we could potentially lose trade secret protection for our source code if any unauthorized disclosure of such code occurs. The loss of trade secret protection could make it easier for third parties to compete with our products by copying functionality. In addition, any changes in, or unexpected interpretations of, the trade secret and other intellectual property laws in any country in which we operate may compromise our ability to enforce our trade secret and intellectual property rights. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our confidential information and trade secret protection. If we are unable to protect our proprietary rights or if third parties independently develop or gain access to our or similar technologies, our business, revenue, reputation and competitive position could be harmed.

Third-party use of our trademarks as keywords in Internet search engine advertising programs may direct potential customers to competitors' websites, which could harm our reputation and cause us to lose sales.

Competitors and other third parties, including counterfeiters, purchase our trademarks and confusingly similar terms as keywords in Internet search engine advertising programs in order to divert potential customers to their websites. Preventing such unauthorized use is inherently difficult. If we are unable to protect our trademarks and confusingly similar terms from such unauthorized use, competitors and other third parties may continue to drive potential online customers away from our websites to competing and unauthorized websites, which could harm our reputation and cause us to lose sales.

Our trademarks are limited in scope and geographic coverage and might not significantly distinguish us from our competition.

We own several U.S. trademark registrations, including registrations of the *Rosetta Stone*, *Tell Me More*, *Livemocha*, *Lexia* and *Fit Brains* trademarks, as well as U.S. registrations of the color yellow as a trademark. In addition, we hold common law trademark rights and have trademark applications pending in the U.S. and abroad for additional trademarks. Even if federal registrations and registrations in other countries are granted to us, our trademark rights may be challenged. It is also possible

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that our competitors will adopt trademarks similar to ours, thus impeding our ability to build brand identity and possibly leading to customer confusion. In fact, various third parties have registered trademarks that are similar to ours in the U.S. and overseas. Furthermore, notwithstanding the fact that we may have secured trademark rights for our various trademarks in the United States and in some countries where we do business, in other countries we may not have secured similar rights and, in those countries there may be third parties who have prior use and prior or superior rights to our own. That prior use, prior or superior right could limit use of our trademarks and we could be challenged in our efforts to use our trademarks. We could incur substantial costs in prosecuting or defending trademark infringement suits. If we fail to effectively enforce our trademark rights, our competitive position and brand recognition may be diminished.

We must monitor and protect our Internet domain names to preserve their value. We may be unable to prevent third parties from acquiring domain names that are similar to, infringe on or otherwise decrease the value of our trademarks.

We own several domain names related to our business. Third parties may acquire substantially similar domain names or Top Level Domains ("TLDs") that decrease the value of our domain names and trademarks and other proprietary rights which may hurt our business. Third parties also may acquire country specific domain names in the form of Country Code TLDs that include our trademarks or similar terms and which prevent us from operating country specific websites from which customers can view our products and engage in transactions with us. Moreover, the regulation of domain names in the United States and foreign countries is subject to change. Governing bodies could appoint additional domain name registrars, modify the requirements for holding domain names or release additional TLDs. As a result, we may have to incur additional costs to maintain control over potentially relevant domain names or may not maintain exclusive rights to all potentially relevant domain names in the United States or in other countries in which we conduct business, which could harm our business or reputation. Moreover, attempts may be made to register our trademarks as new TLDs or as domain names within new TLDs and we will have to make efforts to enforce our rights against such registration attempts.

Our business depends on a strong brand, and failing to maintain or enhance the Rosetta Stone brands in a cost-effective manner could harm our operating results.

Maintaining and enhancing our brands is an important aspect of our efforts to attract and expand our business. We believe that maintaining and enhancing our brands will depend largely on our ability to provide high-quality, innovative products, and services, which we might not do successfully. Our brands may be negatively impacted by a number of factors such as service outages, product malfunctions, data protection and security issues, and exploitation of our trademarks by others without permission.

Further, while we attempt to ensure that the quality of our brands is maintained by our licensees, our licensees might take actions that could impair the value of our brands, our proprietary rights, or the reputation of our products. If we are unable to maintain or enhance our brands in a cost-effective manner, or if we incur excessive expenses in these efforts, our business, operating results and financial condition could be harmed.

Claims that we misuse the intellectual property of others could subject us to significant liability and disrupt our business.

As we expand our business and develop new technologies, products and services, we may become subject to material claims of infringement by competitors and other third parties with respect to current or future products, e-commerce and other web-related technologies, online business methods, trademarks or other proprietary rights. Our competitors, some of which may have made significant investments in competing products and technologies, and may have, or seek to apply for and obtain, patents, copyrights or trademarks that will prevent, limit or interfere with our ability to make, use and sell our current and future products and technologies, and we may not be successful in defending allegations of infringement of these patents, copyrights or trademarks. Further, we may not be aware of all of the patents and other intellectual property rights owned by third parties that may be potentially adverse to our interests. We may need to resort to litigation to enforce our proprietary rights or to determine the scope and validity of a third-party's patents or other proprietary rights, including whether any of our products, technologies or processes infringe the patents or other proprietary rights of third parties. We may incur substantial expenses in defending against third-party infringement claims regardless of the merit of such claims. The outcome of any such proceedings is uncertain and, if unfavorable, could force us to discontinue advertising and sale of the affected products or impose significant penalties, limitations or restrictions on our business. We do not conduct comprehensive patent searches to determine whether the technologies used in our products infringe upon patents held by others. In addition, product development is inherently uncertain in a rapidly evolving technological environment in which there may be numerous patent applications pending, many of which are confidential when filed, with regard to similar technologies.

We do not own all of the software, other technologies and content used in our products and services, and the failure to obtain rights to use such software, other technologies and content could harm our business.

Some of our products and services contain intellectual property owned by third parties, including software that is integrated with internally developed software and voice recognition software, which we license from third parties. From time to

time we may be required to renegotiate with these third parties or negotiate with new third parties to include their technology or content in our existing products, in new versions of our existing products or in wholly new products. We may not be able to negotiate or renegotiate licenses on commercially reasonable terms, or at all, and the third-party software may not be appropriately supported, maintained or enhanced by the licensors. If we are unable to obtain the rights necessary to use or continue to use third-party technology or content in our products and services, this could harm our business, by resulting in increased costs, or in delays or reductions in product shipments until equivalent software could be developed, identified, licensed and integrated.

Our use of open source software could impose limitations on our ability to commercialize our products.

We incorporate open source software into our products and may use more open source software in the future. The use of open source software is governed by license agreements. The terms of many open source licenses have not been interpreted by U.S. courts, and there is a risk that these licenses could be construed in a manner that could impose unanticipated conditions or restrictions on our ability to commercialize our products. Therefore, we could be required to seek licenses from third parties in order to continue offering our products, make generally available, in source code form, proprietary code that links to certain open source modules, re-engineer our products, discontinue the sale of our products if re-engineering could not be accomplished on a cost-effective and timely basis, or become subject to other consequences. In addition, open source licenses generally do not provide warranties or other contractual protections regarding infringement claims or the quality of the code. Thus, we may have little or no recourse if we become subject to infringement claims relating to the open source software or if the open source software is defective in any manner.

As our product and service offerings become more complex, our reported revenue may become less predictable.

We continue to transition our Consumer distribution more towards online. The accounting policies that apply to these sources of revenue may be more complex than those that apply to our traditional products and services. In addition, we may change the manner in which we sell our software licenses, and such change could cause delays in revenue recognition in accordance with accounting standards. Under these accounting standards, even if we deliver products and services to, and collect cash from, a customer in a given fiscal period, we may be required to defer recognizing revenue from the sale of such product or service until a future period when all the conditions necessary for revenue recognition have been satisfied. As we move more of our Consumer business online we will continue to collect less cash from our initial transactions with consumers which could substantially decrease our revenue in the short term. Conditions that can cause delays in revenue recognition include software arrangements that have undelivered elements for which we have not yet established vendor specific objective evidence of fair value, requirements that we deliver services for significant enhancements or modifications to customize our software for a particular customer or material customer acceptance criteria.

We offer Consumer language-learning packages that include perpetual software and online services that have increased our costs as a percentage of revenue, and these and future product introductions may not succeed and may harm our business, financial results and reputation.

Our Consumer language-learning packages integrate our language-learning software solutions with online services, which provide opportunities for practice with dedicated language conversation coaches and other language learners to increase language socialization. The costs associated with the online services included with these software packages decrease margins. Customers may choose to not engage with conversation coaches or be willing to pay higher prices to do so. In addition, we are required to defer recognition of all or a portion of each sale of this packaged software over the duration of our online service periods. We cannot assure you that our future software package offerings will be successful or profitable, or if they are profitable, that they will provide an adequate return on invested capital. If our software package offerings are not successful, our business, financial results and reputation may be harmed.

Substantially all of our inventory is located in one warehouse facility. Any damage or disruption at this facility could cause significant financial loss, including loss of revenue and harm to our reputation.

Substantially all of our inventory is located in one warehouse facility. We could experience significant interruption in the operation of this facility or damage or destruction of our inventory due to natural disasters, accidents, failures of the inventory locator or automated packing and shipping systems or other events. If a material portion of our inventory were to be damaged or destroyed, we might be unable to meet our contractual obligations which could cause us significant financial loss, including loss of revenue and harm to our reputation. As our business continues to move online, we expect that this risk will diminish over time.

Provisions in our organizational documents and in the Delaware General Corporation Law may prevent takeover attempts that could be beneficial to our stockholders.

Provisions in our second amended and restated certificate of incorporation and second amended and restated bylaws, and in the Delaware General Corporation Law, may make it difficult and expensive for a third party to pursue a takeover attempt we oppose even if a change in control of our company would be beneficial to the interests of our stockholders. Any provision of our second amended and restated certificate of incorporation or second amended and restated bylaws or Delaware law that has the effect of delaying or deterring a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our common stock, and could also affect the price that some investors are willing to pay for our common stock. Our Board of Directors has the authority to issue up to 10,000,000 shares of preferred stock in one or more series and to fix the powers, preferences and rights of each series without stockholder approval. The ability to issue preferred stock could discourage unsolicited acquisition proposals or make it more difficult for a third party to gain control of our company, or otherwise could adversely affect the market price of our common stock. Further, as a Delaware corporation, we are subject to Section 203 of the Delaware General Corporation Law. This section generally prohibits us from engaging in mergers and other business combinations with stockholders that beneficially own 15% or more of our voting stock, or with their affiliates, unless our directors or stockholders approve the business combination in the prescribed manner.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

Our corporate headquarters are located in Arlington, Virginia, where we occupy space on one floor of an office building under a lease that ends December 31, 2018. For more information about our Arlington, Virginia lease and subleases, please see Note 16 of Item 8, *Financial Statements and Supplementary Data*. We currently own one facility in Harrisonburg, Virginia, that provide operations and customer support services. We lease another facility in Virginia for use as a packing and distribution center for all of our U.S. and some of our international fulfillment.

In addition, the Company leases property in various locations in the U.S. and around the world as sales offices, for research and development activities, operations, product distribution, data centers, and market research. Our international locations are in or near cities including the following: Versailles, France; London, United Kingdom; Beijing and Shanghai, China; Vancouver, Canada; São Paulo, Brazil; Cologne, Germany; and, Madrid, Spain.

Item 3. Legal Proceedings

Information with respect to this item may be found in Note 16 of Item 8, *Financial Statements and Supplementary Data*, which is incorporated herein by reference.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market for Common Stock

Our common stock is listed on the New York Stock Exchange, or NYSE, under the symbol "RST." There were approximately 88 stockholders of record of our common stock as of March 8, 2016. The following table sets forth, for each of the periods indicated, the high and low reported sales price of our common stock on the NYSE.

	High	Low
Year ended December 31, 2015		
Fourth Quarter	\$ 8.22	\$ 6.31
Third Quarter	8.50	6.40
Second Quarter	9.19	6.39
First Quarter	10.37	7.16
Year ended December 31, 2014		
Fourth Quarter	\$ 11.23	\$ 7.42
Third Quarter	10.22	8.00
Second Quarter	12.32	9.20
First Quarter	12.50	10.53

On March 8, 2016, the last reported sales price of our common stock on the NYSE was \$7.36 per share.

Dividends

We have not paid any cash dividends on our common stock and do not intend to do so in the foreseeable future. We currently intend to retain all available funds and any future earnings to support the operation of and to finance the growth and development of our business. Further, our revolving credit facility contains financial and restrictive covenants that, among other restrictions and subject to certain exceptions, limit our ability to pay dividends.

Securities Authorized For Issuance Under Equity Compensation Plans

For information regarding securities authorized for issuance under equity compensation plans, see Part III "Item 12—Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters."

Purchases of Equity Securities

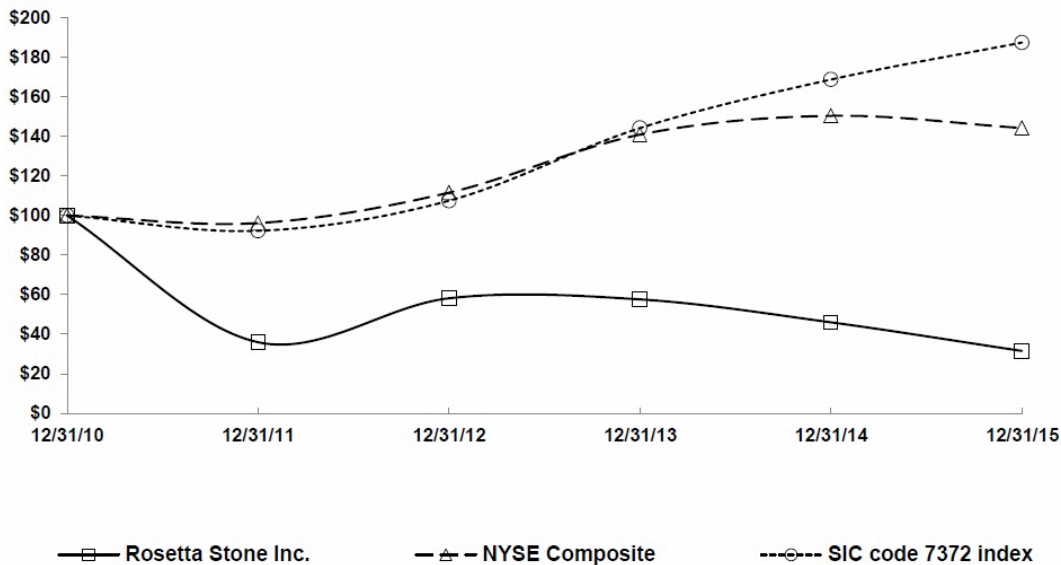
On August 22, 2013, our Board of Directors approved a share repurchase program under which we are authorized to repurchase up to \$25 million of our outstanding common stock from time to time in the open market or in privately negotiated transactions depending on market conditions, other corporate considerations, and applicable legal requirements. Our revolving credit facility contains financial and restrictive covenants that, among other restrictions and subject to certain limitations, limits our ability to repurchase our shares. No shares were purchased during 2015 or 2014.

Stockholder Return Performance Presentation

The following graph compares the change in the cumulative total stockholder return on our common stock during the 5-year period from December 31, 2010 through December 31, 2015, with the cumulative total return on the NYSE Composite Index and the SIC Code Index that includes all U.S. public companies in the Standard Industrial Classification (SIC) Code 7372-Prepackaged Software. The comparison assumes that \$100 was invested on December 31, 2010 in our common stock and in each of the foregoing indices and assumes reinvestment of dividends, if any.

COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN*

Among Rosetta Stone Inc., the NYSE Composite Index, and SIC code 7372 index



*\$100 invested on 12/31/10 in stock or index, including reinvestment of dividends.
Fiscal year ending December 31.

The foregoing graph shall not be deemed to be filed as part of this Annual Report on Form 10-K and does not constitute soliciting material and should not be deemed filed or incorporated by reference into any other filing of the Company under the Securities Act, or the Exchange Act, except to the extent we specifically incorporate the graph by reference.

Item 6. Selected Consolidated Financial Data

The following tables set forth selected consolidated statement of operations data, balance sheet data, and other data for the periods indicated. The selected consolidated statement of operations data for the years ended December 31, 2015, 2014, 2013, 2012 and 2011, and the selected consolidated balance sheet data as of December 31, 2015, 2014, 2013, 2012 and 2011 have been derived from our audited consolidated financial statements. The selected consolidated financial data should be read in conjunction with the information under “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations,” our consolidated financial statements, the related notes and the accompanying independent registered public accounting firm’s report, which are included in “Item 8. *Financial Statements and Supplementary Data.*” Our historical results for any prior period are not necessarily indicative of results to be expected in any future period.

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	Year Ended December 31,				
	2015(1)	2014(2)	2013(3)	2012(4)	2011(5)
(in thousands, except per share data)					
Selected Statements of Operations Data:					
Revenue	\$ 217,670	\$ 261,853	\$ 264,645	\$ 273,241	\$ 268,449
Gross profit	179,143	208,799	218,931	224,331	219,333
Loss from operations	(43,813)	(78,850)	(18,442)	(5,266)	(27,858)
Net loss	(46,796)	(73,706)	(16,134)	(33,985)	(19,650)
Loss per share attributable to common stockholders:					
Basic	\$ (2.17)	\$ (3.47)	\$ (0.75)	\$ (1.61)	\$ (0.95)
Diluted	\$ (2.17)	\$ (3.47)	\$ (0.75)	\$ (1.61)	\$ (0.95)
Other Selected Data:					
Total stock-based compensation expense	\$ 7,195	\$ 6,762	\$ 9,241	\$ 8,009	\$ 12,353
Total intangible amortization expense	\$ 5,192	\$ 6,263	\$ 1,822	\$ 40	\$ 85

- (1) As discussed in Notes 1 and 13 of Item 8, *Financial Statements and Supplementary Data*, the Company announced and initiated restructuring actions in the first quarter of 2015 to focus on the Enterprise & Education business and optimize the Consumer business for profitability. Under this initiative, the Company began headcount and cost reductions to areas including Consumer sales and marketing, Consumer product investment, and general and administrative functions.
- (2) As discussed in Note 5 of Item 8, *Financial Statements and Supplementary Data*, the Company acquired Vivity Labs, Inc. on January 2, 2014 and Tell Me More S.A. on January 9, 2014. The results of operations from these entities have been included from the acquisition date.
- (3) As discussed in Note 5 of Item 8, *Financial Statements and Supplementary Data*, the Company acquired Livemocha, Inc. on April 1, 2013 and acquired Lexia Learning Systems, Inc. on August 1, 2013. The results of operations from these entities have been included from the acquisition date.
- (4) The Company established a full valuation allowance to reduce the deferred tax assets of the Korea, Brazil, Japan and U.S. subsidiaries. The establishment of the valuation allowance resulted in a non-cash charge of \$29.7 million during the year ended December 31, 2012.
- (5) On January 4, 2011 the Company's Board of Directors approved the Rosetta Stone Inc. Long Term Incentive Program ("LTIP") and then subsequently cancelled the LTIP on November 30, 2011, resulting in \$4.9 million additional operating expense.

	As of December 31,				
	2015	2014	2013	2012	2011
(in thousands)					
Selected Consolidated Balance Sheet Data:					
Cash and cash equivalents	\$ 47,782	\$ 64,657	\$ 98,825	\$ 148,190	\$ 106,516
Total assets (6)	228,543	288,173	290,776	279,405	280,090
Total deferred revenue	142,748	128,169	78,857	63,416	51,895
Notes payable and capital lease obligation	3,143	3,748	242	5	12
Total stockholders' equity	\$ 22,410	\$ 63,445	\$ 131,243	\$ 148,194	\$ 172,951

- (6) As discussed in Note 2 to Item 8, *Financial Statements and Supplementary Data*, the Company early adopted Accounting Standards Update No. 2015-17 in the fourth quarter of 2015, which included the retrospective reclassification of all deferred tax assets and liabilities as non-current on the Company's consolidated balance sheets.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

This Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") contains forward-looking statements within the meaning of the Private Securities Litigation Reforms Act of 1995. The MD&A should be read in conjunction with our consolidated financial statements and notes thereto which appear elsewhere in this Annual Report on Form 10-K. Our actual results may differ materially from those currently anticipated and expressed in such forward-looking statements as a result of a number of factors, including those discussed under ("Risk Factors") and elsewhere in this Annual Report on Form 10-K.

Overview

Rosetta Stone is dedicated to changing people's lives through the power of language and literacy education. Our innovative, technology-driven language, reading, and brain fitness programs drive positive learning outcomes in thousands of schools, businesses, government organizations, and for millions of individuals around the world. Rosetta Stone was incorporated in Delaware in 2005. Founded in 1992, Rosetta Stone pioneered the use of interactive software to accelerate language learning and is widely recognized today as the industry leader in providing effective language programs. Today we offer courses in 30 languages across a broad range of formats, including web-based software subscriptions, digital downloads, mobile applications, and perpetual CD packages. Rosetta Stone has continued to invest in language learning and expanded beyond language learning and deeper into education-technology with its acquisitions of Livemocha and Lexia in 2013 and Vivity and Tell Me More in January 2014. These acquisitions have enabled us to meet the changing needs of learners around the world.

The Enterprise & Education segment derives revenue from sales to educational institutions, corporations, and government agencies worldwide. The Consumer segment derives revenue from sales to individuals and retail partners. Our Enterprise & Education language distribution model is focused on targeted sales activity primarily through a direct sales force in five markets: K-12 schools; colleges and universities; federal government agencies; corporations; and not-for-profit organizations. Our Enterprise & Education literacy distribution channel utilizes a direct sales force as well as relationships with third-party resellers focused on the sale of Lexia Learning solutions to K-12 schools. Our Consumer distribution channel comprises a mix of our call centers, websites, third party e-commerce websites such as the Apple App Store, select retail resellers, such as Amazon.com, Barnes & Noble, Target, Best Buy, Books-a-Million, Sam's Club, Staples, consignment distributors such as Wynit Distribution and Software Packaging Associates, and daily deal partners.

As our Company has evolved, we believe that our language and literacy Enterprise & Education segment is our largest opportunity for long-term value creation. The customers in these marketplaces have demands that recur each year, creating a more predictable revenue opportunity. This demand profile also fits well with our suite of products, the well-known Rosetta Stone brand and the demonstrated efficacy of our literacy tools. We also believe the demand for e-learning based literacy solutions in the US and English language-learning around the globe is growing.

As a result, we are emphasizing the development of products and solutions for Corporate and K-12 learners who need to speak and read English. This focus extends to the Consumer segment where we continue to make product investments serving the needs of passionate language learners who are motivated, results focused and willing to pay for a quality language-learning experience.

To position the organization for success, we are focused on the following four priorities:

1. Grow literacy sales by providing fully aligned digital instruction and assessment tools for K-12, building a direct distribution sales force to replace our historical reseller model, and continuing to develop our implementation services business;
2. Position our Enterprise & Education language business for profitable growth by focusing on our best geographies and customer segments and successfully delivering a new language-learning suite for Corporate customers that offers a simple, more modern, metrics-driven suite of tools that are results-oriented and easily integrated with leading corporate language-learning systems;
3. Maximize the profitability of our Consumer language business by providing an attractive value proposition and a streamlined, mobile-oriented product portfolio focused on customers' demand, while optimizing our marketing spend appropriately; and
4. Right-size the entire cost base of the Company, including
 - optimizing our media spend and other marketing costs in Consumer sales and marketing;

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- right sizing our Enterprise & Education segment to target those geographies and customer segments where we have the greatest opportunity; and
- reducing our general and administrative costs.

In pursuing these priorities, we will (i) allocate capital to the areas of our business that we believe have the greatest growth potential, including our literacy-learning business, (ii) focus our businesses on their best customers, including Corporate and K-12 learners primarily in North America and Northern Europe in our Enterprise & Education language business and passionate learners in the United States and select non-US markets in our Consumer language business, and (iii) optimize the sales and marketing costs for these businesses and the costs of our business overall.

In March 2015, we initiated a plan (the "2015 Restructuring Plan") to make reductions to Consumer sales and marketing, Consumer product investment, and general and administrative costs. We expect to realize annualized cost savings of approximately \$65 million as a result of these actions. Our results of operations reflect the impact of these cost reductions as well as additional cost savings and employee reductions that have occurred outside of the 2015 Restructuring Plan. We expect overall profitability within the Consumer segment to mitigate as we expect these cost savings to offset expected revenue declines in the Consumer segment. See Note 2 and Note 13 of Item 8, *Financial Statements and Supplementary Data* for additional information about these strategic undertakings. In addition, Stephen M. Swad, who served as our President and Chief Executive Officer throughout 2014, resigned from this position effective April 1, 2015. The Board of Directors appointed A. John Hass III to serve as Interim President and Chief Executive Officer, also effective April 1, 2015, while the Company engaged in a search for a chief executive officer. In March 2016, the Board of Directors concluded the search and appointed A. John Hass III as President, Chief Executive Officer, and Chairman of the Board effective April 1, 2016. In conjunction with the 2015 Restructuring Plan, outside financial and legal advisors were retained to assist management and the Board of Directors with their ongoing comprehensive review to analyze potential options to improve financial performance and enhance shareholder value.

We currently have two operating segments: Enterprise & Education and Consumer, rather than the three operating segments (Global Enterprise & Education, North America Consumer, and Rest of World Consumer) we had as of December 31, 2014 and 2013. We discuss the profitability of each segment in terms of segment contribution. Segment contribution is the measure of profitability used by our Chief Operating Decision Maker. Segment contribution includes segment revenue and expenses incurred directly by the segment, including material costs, service costs, customer care and coaching costs, sales and marketing expense and bad debt expense.

For the year ended December 31, 2015, Enterprise & Education segment contribution increased to \$30.4 million with a segment contribution margin of 31%, compared to \$22.9 million with a segment contribution margin of 27% for the year ended December 31, 2014. The dollar and margin increases were primarily due to the increase in Enterprise & Education revenue which was slightly offset by an increase in direct sales related expenses. Consumer segment contribution decreased to \$34.5 million with a contribution margin of 29% for the year ended December 31, 2015 from \$35.3 million with a contribution margin of 20% for the year ended December 31, 2014. The dollar decrease in Consumer segment contribution was primarily due to a decrease in Consumer revenue of \$57.5 million, almost entirely offset by cost reductions. The Consumer segment contribution margin increased due to our cost reduction initiatives.

For the year ended December 31, 2014, Enterprise & Education segment contribution increased slightly to \$22.9 million with a segment contribution margin of 27%, compared to \$21.0 million with a segment contribution margin of 35% for the year ended December 31, 2013. The dollar increase was primarily due to the increase in Enterprise & Education revenue while the decrease in margin was due to the lower margin on our acquired service offerings. Consumer segment contribution decreased to \$35.3 million with a contribution margin of 20% for the year ended December 31, 2014 from \$70.9 million with a contribution margin of 35% for the year ended December 31, 2013. The dollar and margin decrease in Consumer segment contribution was primarily due to a decrease in retail and direct-to-consumer revenues and the reduction of international operations.

Over the last few years, our Consumer strategy has been to shift more and more of our Consumer business to web-based software subscriptions, digital downloads and mobile applications and away from perpetual CD packages. We believe that these formats provide customers with an overall improved experience and the flexibility to use our products on multiple platforms (i.e., tablets and mobile phones). We believe these platforms also serve more economical and relevant ways for us to deliver our products to customers. One challenge to encouraging customers to enter into or renew a subscription arrangement is that usage of our product varies greatly, ranging from customers that purchase but do not have any usage to customers with high usage. The majority of purchasers tend towards the lower end of that spectrum, with most usage coming in the first few months after purchase and declining over time - similar to a gym membership.

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For additional information regarding our segments, see Note 17 of Item 8, *Financial Statements and Supplementary Data*. For additional information regarding fluctuations in segment revenue, see Results of Operations, below. Prior periods have been reclassified to reflect our current operating segments presentation and definition of segment contribution.

Components of Our Statement of Operations

Revenue

We derive revenue from sales of language-learning, literacy, and brain fitness solutions. Revenue is presented as product revenue or subscription and service revenue in our consolidated financial statements. Product revenue primarily consists of revenue from our perpetual language-learning product software, our audio practice products, and certain mobile applications. Our audio practice products are often combined with our language-learning software and sold as a solution. Subscription and service revenue consists of sales from web-based software subscriptions, online services, professional services, and certain mobile applications. Our online services are typically sold in short-term service periods and include dedicated online conversational coaching services and access to online communities of language learners. Our professional services include training and implementation services.

In the Consumer market, our perpetual product software is often bundled with our short-term online conversational coaching and online community services and sold as a package. Approximately \$25 to \$39 in revenue per unit is derived from these short-term online services. As a result, we typically defer 10% to 35% of the revenue of each of these bundled sales to be recognized over the term of the service period. The content of our perpetual product software and our web-based language-learning subscription offerings are the same. We offer our customers the ability to choose which format they prefer without differentiating the learning experience.

We sell our solutions directly and indirectly to individuals, educational institutions, corporations, and governmental agencies. We sell to enterprise and education organizations primarily through our direct Enterprise & Education sales force as well as through our network of resellers and organizations who typically gain access to our solutions under a web-based subscription service. We distribute our Consumer products predominantly through our direct sales channels, primarily our websites and call centers, which we refer to as our direct-to-consumer channel. We also distribute our Consumer products through select third-party retailers and distributors. For purposes of explaining variances in our revenue, we separately discuss changes in our Enterprise & Education and our Consumer sales channels because the customers and revenue drivers of these channels are different.

Within our Enterprise & Education segment, revenue in our education, government, and corporate sales channels are seasonally stronger in the second half of the calendar year due to purchasing and budgeting cycles. Our Consumer revenue is affected by seasonal trends associated with the holiday shopping season. We expect these trends to continue.

Cost of Product and Subscription and Service Revenue

Cost of product revenue consists of the direct and indirect materials and labor costs to produce and distribute our products. Such costs include packaging materials, computer headsets, freight, inventory receiving, personnel costs associated with product assembly, third-party royalty fees and inventory storage, obsolescence and shrinkage. The cost of subscription and service revenue primarily represents costs associated with supporting our web-based subscription services and online language-learning services, which includes online language conversation coaching, hosting costs, and depreciation. We also include the cost of credit card processing and customer technical support in both cost of product revenue and cost of subscription and service revenue.

Operating Expenses

We classify our operating expenses into the following categories: sales and marketing, research and development, and general and administrative. When certain events occur, we also recognize operating expenses related to asset impairment and operating lease terminations.

Our operating expenses primarily consist of personnel costs, direct advertising and marketing expenses, and professional fees associated with contract product development, legal, accounting and consulting. Personnel costs for each category of operating expenses include salaries, bonuses, stock-based compensation and employee benefit costs. Included within our operating expenses are restructuring costs that consist primarily of employee severance and related benefit costs, contract termination costs, and other related costs associated with our restructuring activities.

Sales and Marketing. Our sales and marketing expenses consist primarily of direct advertising expenses related to television, print, radio, online and other direct marketing activities, personnel costs for our sales and marketing staff, and commissions earned by our sales personnel. Sales commissions are generally paid at the time the customer is invoiced. However, sales commissions are deferred and recognized as expense in proportion to when the related revenue is recognized.

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Research and Development. Research and development expenses consist primarily of employee compensation costs, consulting fees, and overhead costs associated with development of our solutions. Our development efforts are primarily based in the U.S. and are devoted to modifying and expanding our offering portfolio through the addition of new content and new paid and complementary products and services to our language-learning, literacy, and brain fitness solutions.

General and Administrative. General and administrative expenses consist primarily of shared services, such as personnel costs of our executive, finance, legal, human resources and other administrative personnel, as well as accounting and legal professional services fees including professional service fees related to acquisition and other corporate expenses.

Impairment. Impairment expenses consist primarily of goodwill impairment and impairment expense related to the abandonment of previously capitalized internal-use software projects.

Lease Abandonment and Termination. Lease abandonment and termination expenses include the recognition of costs associated with the termination or abandonment of certain of our office operating leases, such as early termination fees and expected lease termination costs.

Interest and Other Income (Expense)

Interest and other income (expense) primarily consist of interest income, interest expense, foreign exchange gains and losses, income from litigation settlements, and income or loss from equity method investments. Interest income represents interest received on our cash and cash equivalents. Interest expense is primarily related to interest on our capital leases and the amortization of deferred financing fees associated with our revolving credit facility. Fluctuations in foreign currency exchange rates in our foreign subsidiaries cause foreign exchange gains and losses. Legal settlements are related to agreed upon settlement payments from various anti-piracy enforcement efforts. Income or loss from equity method investments represents our proportionate share of the net income or loss of our investment in entities accounted for under the equity method.

Income Tax Expense (Benefit)

Income tax expense (benefit) consists of federal, state and foreign income taxes.

We regularly evaluate the recoverability of our deferred tax assets and establish a valuation allowance, if necessary, to reduce the deferred tax assets to an amount that is more likely than not to be realized (a likelihood of more than 50 percent). Significant judgment is required to determine whether a valuation allowance is necessary and the amount of such valuation allowance, if appropriate.

The establishment of a valuation allowance has no effect on the ability to use the deferred tax assets in the future to reduce cash tax payments. We assess the likelihood that the deferred tax assets will be realizable at each reporting period, and the valuation allowance will be adjusted accordingly, which could materially affect our financial position and results of operations.

Critical Accounting Policies and Estimates

In presenting our financial statements in conformity with GAAP, we are required to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, costs and expenses, and related disclosures.

Some of the estimates and assumptions we are required to make relate to matters that are inherently uncertain as they pertain to future events. We base these estimates and assumptions on historical experience or on various other factors that we believe to be reasonable and appropriate under the circumstances. On an ongoing basis, we reconsider and evaluate our estimates and assumptions. Our future estimates may change if the underlying assumptions change. Actual results may differ significantly from these estimates.

We believe that the following critical accounting policies involve our more significant judgments, assumptions and estimates and, therefore, could have the greatest potential impact on our consolidated financial statements. In addition, we believe that a discussion of these policies is necessary for readers to understand and evaluate our consolidated financial statements contained in this annual report on Form 10-K.

Revenue Recognition

Our primary sources of revenue are web-based software subscriptions, online services, perpetual product software, and bundles of perpetual product software and online services. We also generate revenue from the sale of audio practice products, mobile applications, and professional services. Revenue is recognized when all of the following criteria are met: there is persuasive evidence of an arrangement; the product has been delivered or services have been rendered; the fee is fixed or determinable; and collectability is reasonably assured. Revenues are recorded net of discounts.

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We identify the units of accounting contained within our sales arrangements and in doing so, we evaluate a variety of factors including whether the undelivered element(s) have value to the customer on a stand-alone basis or if the undelivered element(s) could be sold by another vendor on a stand-alone basis.

For multiple element arrangements that contain perpetual software products and related online services, we allocate the total arrangement consideration to the deliverables based on the existence of vendor-specific objective evidence of fair value ("VSOE"). We generate a substantial portion of consumer revenue from the CD and digital download formats of the Rosetta Stone language-learning packaged software product which is a multiple-element arrangement that contains two deliverables: perpetual software, which is delivered at the time of sale, and online services, which is considered an undelivered software-related element. The online service includes access to conversational coaching services. Because we only sell the perpetual language-learning software on a stand-alone basis in our homeschool version, we do not have a sufficient concentration of stand-alone sales to establish VSOE for the perpetual product. Where VSOE of the undelivered online services can be established, arrangement consideration is allocated using the residual method. We determine VSOE by reference to the range of comparable stand-alone renewal sales of the online service. We review these stand-alone sales on a quarterly basis. VSOE is established if at least 80% of the stand-alone sales are within a range of plus or minus 15% of a midpoint of the range of prices, consistent with generally accepted industry practice. Where VSOE of the undelivered online services cannot be established, revenue is deferred and recognized commensurate with the delivery of the online services.

For non-software multiple element arrangements we allocate revenue to all deliverables based on their relative selling prices. Our non-software multiple element arrangements primarily occur as sales to our Enterprise & Education customers and also to our Consumer customers. These arrangements can include a web-based subscription, audio practice tools and professional services or any combination thereof. We do not have a sufficient concentration of stand-alone sales of the various deliverables noted above to our Enterprise & Education customers, and therefore cannot establish VSOE for each deliverable. Third party evidence of fair value does not exist for the web-based software subscription services, audio practice products and professional services due to the lack of interchangeable language-learning products and services within the market. Accordingly, we determine the relative selling price of the web-based subscription, audio practice tools and professional services deliverables included in our non-software multiple element arrangements using our best estimate of selling price. We determine our best estimate of selling price based on our internally published price list which includes suggested sales prices for each deliverable based on the type of client and volume purchased. This price list is derived from past experience and from the expectation of obtaining a reasonable margin based on our cost of each deliverable.

In the U.S. and Canada, we offer consumers who purchase our packaged software and audio practice products directly from us a 30-day, unconditional, full money-back refund. We also permit some of our retailers and distributors to return unsold packaged products, subject to certain limitations. We estimate and establish revenue reserves for returns at the time of sale based on historical return rates, estimated channel inventory levels, the timing of new product introductions, and other factors.

We distribute products and services both directly to the end customer and indirectly through resellers. Our resellers earn commissions generally calculated as a fixed percentage of the gross sale to the end customer. We evaluate each of our reseller relationships to determine whether the revenue recognized from indirect sales should be the gross amount of the contract with the end customer or reduced for the reseller commission. In making this determination we evaluate a variety of factors including whether we are the primary obligor to the end customer. Revenue is recorded net of taxes.

Revenue for online services and web-based subscriptions is recognized ratably over the term of the service or subscription period, assuming all revenue recognition criteria have been met. Our CD and digital download formats of Rosetta Stone language-learning products are typically bundled with a short-term online service where customers are allowed to begin their short-term online services at any point during a registration window, which is up to six months from the date of purchase from us or an authorized reseller. Short-term online services that are not activated during this registration window are forfeited and revenue is recognized upon expiry. Revenue from non-refundable upfront fees that are not related to products already delivered or services already performed is deferred and recognized over the term of the related arrangement because the period over which a customer is expected to benefit from the service that is included within our subscription arrangements does not extend beyond the contractual period. Accounts receivable and deferred revenue are recorded at the time a customer enters into a binding subscription agreement.

Software products include sales to end user customers and resellers. In many cases, revenue from sales to resellers is not contingent upon resale of the software to the end user and is recorded in the same manner as all other product sales. Revenue from the sales of packaged software is recognized as the products are shipped and title passes and risks of loss have been transferred. For many product sales, these criteria are met at the time the product is shipped. For some sales to resellers and certain other sales, we defer revenue until the customer receives the product because we legally retain a portion of the risk of loss on these sales during transit. In other cases where packaged software products are sold to resellers on a consignment basis, revenue is recognized for these consignment transactions once the end user sale has occurred, assuming the remaining revenue recognition criteria have been met. Cash sales incentives to resellers are accounted for as a reduction of revenue, unless a

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specific identifiable benefit is identified and the fair value is reasonably determinable. Price protection for changes in the manufacturer suggested retail value granted to resellers for the inventory that they have on hand at the date the price protection is offered is recorded as a reduction to revenue at the time of sale.

We offer our U.S. and Canada consumers the ability to make payments for packaged software purchases in installments over a period of time, which typically ranges between three and five months. Given that these installment payment plans are for periods less than 12 months, a successful collection history has been established and these fees are fixed and determinable, revenue is recognized at the time of sale, assuming the remaining revenue recognition criteria have been met.

In connection with packaged software product sales and web-based software subscriptions, technical support is provided to customers, including customers of resellers, via telephone support at no additional cost for up to six months from the time of purchase. As the fee for technical support is included in the initial licensing fees, the technical support and services are generally provided within one year, the estimated cost of providing such support is deemed insignificant and no unspecified upgrades/enhancements are offered, technical support revenues are recognized together with the software product and web-based software subscription revenue. Costs associated with the technical support service are accrued at the time of sale.

Sales commissions from non-cancellable web-based software subscription contracts are deferred and amortized in proportion to the revenue recognized from the related contract.

Stock-Based Compensation

All stock-based awards, including employee stock option grants, are recorded at fair value as of the grant date and recognized as expense in the statement of operations on a straight-line basis over the requisite service period, which is the vesting period.

We use the Black-Scholes pricing model to value our stock options, which requires the use of estimates, including future stock price volatility, expected term, and forfeitures. Stock-based compensation expense recognized is based on the estimated portion of the awards that are expected to vest. Estimated forfeiture rates were applied in the expense calculation. The fair value of each option grant is estimated on the date of grant using the Black Scholes option pricing model as follows:

	Year ended December 31,		
	2015	2014	2013
Expected stock price volatility	49%-63%	63%-65%	64%-67%
Expected term of options	6 years	6 years	6 years
Expected dividend yield	—	—	—
Risk-free interest rate	1.19%-1.75%	1.46%-1.80%	0.75%-1.65%

Prior to the completion of our initial public offering in April 2009, our stock was not publicly quoted and we had a limited history of stock option activity, so we reviewed a group of comparable industry-related companies to estimate our expected volatility over the most recent period commensurate with the estimated expected term of the awards. In addition to analyzing data from the peer group, we also considered the contractual option term and vesting period when determining the expected option life and forfeiture rate. Subsequent to the initial public offering and through April 2015, we continued to review a group of comparable industry-related companies to estimate volatility, but also considered the volatility of our own stock since the initial public offering. After April 2015, we had a sufficient period of stock price data to estimate volatility based upon the historical volatility experienced with our own stock price. For the risk-free interest rate, we use a U.S. Treasury Bond rate consistent with the estimated expected term of the option award.

Given the nature of our granted stock options, we derive the estimated term of all stock options using a combination of peer company information and the simplified method. Prior to the completion of our initial public offering in April 2009, our stock was not publicly quoted and we had a limited history of stock option activity. We believe the limited historical exercise data related to our stock options does not provide a reasonable basis on which to estimate the expected term.

Goodwill

The value of goodwill is primarily derived from the acquisition of Rosetta Stone Ltd. (formerly known as Fairfield & Sons, Ltd.) in January 2006, the acquisition of certain assets of SGLC International Co. Ltd ("SGLC") in November 2009, the acquisitions of Livemocha and Lexia in 2013 and the acquisitions of Vivity and Tell Me More in 2014.

As of December 31, 2015, our reporting units are: Enterprise & Education Language, Enterprise & Education Literacy, Consumer Language, and Consumer Fit Brains. Each of these businesses is considered a reporting unit for goodwill impairment testing purposes. The combined Enterprise & Education Language and Enterprise & Education Literacy reporting units make

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up the Enterprise & Education operating segment. Consumer Language and Consumer Fit Brains are components of the Consumer operating segment. Prior to 2013, the reporting units were the same as our operating segments.

We test goodwill for impairment annually on June 30 of each year at the reporting unit level using a fair value approach or more frequently, if impairment indicators arise. We have the option to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value, a "Step 0" analysis. If, based on a review of qualitative factors, it is more likely than not that the fair value of a reporting unit is less than its carrying value, we perform "Step 1" of the traditional two-step goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount. If the carrying value exceeds the fair value, we measure the amount of impairment loss in "Step 2", if any, by comparing the implied fair value of the reporting unit goodwill to its carrying amount.

The factors that we consider important in a qualitative analysis, and which could trigger an interim impairment review, include, but are not limited to: a significant decline in the market value of our common stock for a sustained period; a material adverse change in economic, financial market, industry or sector trends; a material failure to achieve operating results relative to historical levels or projected future levels; and significant changes in operations or business strategy. We evaluate our reporting units with remaining goodwill balances on a quarterly basis to determine if a triggering event has occurred. We will continue to review for impairment indicators.

In estimating the fair value of our reporting units in Step 1, we use a variety of techniques including the income approach (i.e., the discounted cash flow method) and the market approach (i.e., the guideline public company method). Our projections are estimates that can significantly affect the outcome of the analysis, both in terms of our ability to accurately project future results and in the allocation of fair value between reporting units.

In connection with the annual goodwill impairment analysis performed as of June 30, 2015, we exercised our option to bypass Step 0 and began our annual test with Step 1. We determined that the fair value of our Enterprise & Education literacy and Enterprise & Education language reporting units substantially exceeded their carrying values. The fair value of our Consumer Fit Brains reporting unit exceeded its carrying value, although to a lesser extent, primarily due to the recent purchase and business combination in 2014. As a result of the 2015 annual test, no goodwill impairment charges were recorded.

During the fourth quarter of 2015, we determined that sufficient indication existed to require performance of an interim goodwill impairment analysis for the Consumer Fit Brains reporting unit. This indicator was due to a decline in the operations of the Consumer Fit Brains reporting unit, with decreases in revenue and bookings within this reporting unit driving lower than expected operating results for the quarter and impacting the forecast going forward. In this interim goodwill impairment test, the Consumer Fit Brains reporting unit failed Step 1. The combination of lower reporting unit fair value calculated in Step 1 and the identification of unrecognized fair value adjustments to the carrying values of other assets and liabilities (primarily developed technology and deferred revenue) in Step 2 of the interim goodwill impairment test, resulted in an implied fair value of goodwill below its carrying value. As a result, we recorded an impairment loss of \$5.6 million associated with the interim impairment assessment of the Consumer Fit Brains reporting unit as of December 31, 2015.

During the fourth quarter of 2015, we determined that sufficient indication existed to require performance of an interim goodwill impairment analysis for the Enterprise & Education language reporting unit. This indicator was due to declines in the operations of the Enterprise & Education reporting unit, with decreases in revenue and bookings within this reporting unit driving lower than expected operating results for the quarter and impacting the forecast going forward. As a result of the operating results in the fourth quarter of 2015, we have further refined our strategy of focusing on the Enterprise & Education segment and in March 2016 we announced a plan to exit the direct distribution of Enterprise & Education language offerings in a number of non-US markets and right-size the overall business. In particular, we initiated a process to exit direct presence and close offices in China, Brazil and France. This plan is expected to result in significantly lower projected revenues, bookings, and short-term profitability of the Enterprise & Education Language reporting unit. As a result, we determined that sufficient indication existed to require the performance of an interim goodwill impairment analysis for the Enterprise & Education Language reporting unit. While this analysis did indicate that the fair value of the Enterprise & Education Language reporting unit declined, the fair value is still greater than the carrying value of this reporting unit. Since the Enterprise & Education Language reporting unit passed the Step 1 test, no further analysis or testing under Step 2 was necessary and no impairment charges were recorded in connection with this interim impairment assessment of this reporting unit.

We also routinely review goodwill at the reporting unit level for potential impairment as part of our internal control framework. In the fourth quarter of 2015, we evaluated any reporting unit with remaining goodwill that was not tested for impairment to determine if a triggering event has occurred. As of December 31, 2015, the Company concluded that there were no indicators of impairment that would cause us to believe that it is more likely than not that the fair value of any such reporting units is less than the carrying value. Accordingly, a detailed impairment test has not been performed and no goodwill impairment charges were recorded in connection with the interim impairment reviews of any such reporting units.

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During 2014, we determined sufficient indicators existed to require the performance of interim goodwill impairment analysis for our then existent North America Consumer and Rest of World Consumer reporting units due to unexpected declines in the Consumer language-learning business. As a result, we recorded a total goodwill impairment loss of \$20.2 million during the year ending December 31, 2014, which represents a full impairment of the goodwill associated with the language-learning Consumer business. There were no goodwill impairments in 2013.

Intangible Assets

Intangible assets consist of acquired technology, including developed and core technology, customer related assets, trade name and trademark, and other intangible assets. Those intangible assets with finite lives are recorded at cost and amortized on a straight line basis over their expected lives. Intangible assets with finite lives are reviewed routinely for potential impairment as part of our internal control framework. Annually, as of December 31, and more frequently if a triggering event occurs, we review the Rosetta Stone trade name, our only indefinite-lived intangible asset, to determine if indicators of impairment exist. We have the option to first assess qualitative factors to determine whether it is more likely than not that an indefinite-lived intangible asset is impaired as a basis for determining whether it is necessary to perform the quantitative test. If necessary, the quantitative test is performed by comparing the fair value of indefinite-lived intangible assets to the carrying value. In the event the carrying value exceeds the fair value of the assets, the assets are written down to their fair value.

During the fourth quarter of 2015, we elected to bypass the qualitative assessment and performed the quantitative assessment. In the quantitative assessment, we noted that the fair value of the Rosetta Stone trade name has declined due to the reduction in forecasted revenue and bookings from both the Enterprise & Education Language and the Consumer Language reporting units, however, the fair value exceeded the carrying value. There has been no impairment of intangible assets during the years ending December 31, 2015, 2014 and 2013.

Valuation of Long-Lived Assets

As part of our internal control framework we evaluate the recoverability of our long-lived assets. An impairment of long-lived assets is recognized in the event that the net book value of such assets exceeds the future undiscounted net cash flows attributable to such assets. Impairment, if any, is recognized in the period of identification to the extent the carrying amount of an asset exceeds the fair value of such asset. During 2015 and 2014, we recorded \$1.1 million and \$0.2 million in impairment expense related to the abandonment of software projects that were previously capitalized. There were no impairment charges for the years ended December 31, 2013.

Restructuring Costs

In the first quarter of 2015, as part of the 2015 Restructuring Plan, we announced and initiated actions to reduce headcount and other costs in order to support our strategic shift in business focus and address periods of loss. In connection with this plan, we incurred restructuring related costs, including employee severance and related benefit costs, contract termination costs, and other related costs. These costs are included in our operating expense line items on the Statement of Operations.

On March 14, 2016, we announced that we intend to exit the direct sales presence in almost all of our non-U.S. and non-northern European geographies related to the distribution of our Enterprise & Education language offerings, the "2016 Restructuring Plan". Where appropriate, we will seek to operate through partners in those geographies being exited. We will also look to initiate processes to close our software development operations in France and China. In total, if our intentions are realized, these actions will reduce headcount by approximately 17% of our full-time workforce and is expected to result in annual expense reductions of approximately \$19 million. If fully realized, these actions will result in an estimated restructuring charge ranging between \$5.0 million and \$6.0 million, with approximately 50% accrued in the first quarter 2016, largely reflecting separation payments. These actions are additive to the 2015 Restructuring Plan and further support our strategic shift in business focus to help address periods of losses.

Employee severance and related benefit costs primarily include cash payments, outplacement services, continuing health insurance coverage, and other benefits. Where no substantive involuntary termination plan previously exists, these severance costs are generally considered "one-time" benefits and recognized at fair value in the period in which a detailed plan has been approved by management and communicated to the terminated employees. Severance costs pursuant to ongoing benefit arrangements, including termination benefits provided for in existing employment contracts, are recognized when probable and reasonably estimable.

Contract termination costs include penalties to cancel certain service and license contracts. Contract termination costs are recognized at fair value in the period in which the contract is terminated in accordance with the contract terms.

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Other related costs generally include external consulting and legal costs associated with the strategic shift in business focus of our Consumer business. Such costs are recognized at fair value in the period in which the costs are incurred.

Income Taxes

We believe that the accounting estimate for the realization of deferred tax assets is a critical accounting estimate because judgment is required in assessing the likely future tax consequences of events that have been recognized in our financial statements or tax returns. Although it is possible there will be changes that are not anticipated in our current estimates, we believe it is unlikely such changes would have a material period-to-period impact on our financial position or results of operations.

We use the asset and liability approach to accounting for income taxes. Deferred tax assets and liabilities represent the future tax consequences of the differences between the financial statement carrying amounts of assets and liabilities versus the tax bases of assets and liabilities. Under this method, deferred tax assets are recognized for deductible temporary differences, and operating loss and tax credit carryforwards. Deferred tax liabilities are recognized for taxable temporary differences.

We reduce the carrying amounts of deferred tax assets by a valuation allowance if, based on available evidence, it is more likely than not that such assets will not be realized. Accordingly, the need to establish valuation allowances for deferred tax assets is assessed quarterly based on the more-likely-than-not realization threshold criterion. In the assessment, appropriate consideration is given to all positive and negative evidence related to the realization of the deferred tax assets. This assessment considers, among other matters, the nature, frequency and severity of current and cumulative losses, forecasts of future profitability, the duration of statutory carryforward periods, our experience with operating loss and tax credit carryforwards not expiring unused, and tax planning alternatives. Significant judgment is required to determine whether a valuation allowance is necessary and the amount of such valuation allowance, if appropriate. The valuation allowance is reviewed quarterly and is maintained until sufficient positive evidence exists to support a reversal.

In assessing the recoverability of our deferred tax assets, we consider all available evidence, including:

- the nature, frequency, and severity of cumulative financial reporting losses in recent years;
- the carryforward periods for the net operating loss, capital loss, and foreign tax credit carryforwards;
- predictability of future operating profitability of the character necessary to realize the asset;
- prudent and feasible tax planning strategies that would be implemented, if necessary, to protect against the loss of the deferred tax assets; and
- the effect of reversing taxable temporary differences.

The evaluation of the recoverability of the deferred tax assets requires that we weigh all positive and negative evidence to reach a conclusion that it is more likely than not that all or some portion of the deferred tax assets will not be realized. The weight given to the evidence is commensurate with the extent to which it can be objectively verified. The more negative evidence that exists, the more positive evidence is necessary and the more difficult it is to support a conclusion that a valuation allowance is not needed. Our valuation allowance analysis considers a number of factors, including our cumulative losses in recent years, our expectation of future taxable income and the time frame over which our net operating losses expire.

As of December 31, 2015, a full valuation allowance exists for the U.S., Japan, China, Hong Kong, Mexico, Spain, Brazil, and France where we have determined the deferred tax assets will not more likely than not be realized.

All of the jurisdictions mentioned above, with the exception of China, have cumulative losses and pre-tax losses for the most recent year ended December 31, 2015. The establishment of a valuation allowance has no effect on the ability to use the deferred tax assets in the future to reduce cash tax payments. We will continue to assess the likelihood that the deferred tax assets will be realizable at each reporting period and the valuation allowance will be adjusted accordingly, which could materially affect our financial position and results of operations.

As of December 31, 2015 and 2014, our net deferred tax liability was \$5.0 million and \$4.2 million, respectively.

Recently Issued Accounting Standards

For a summary of recent accounting pronouncements applicable to our consolidated financial statements see Note 2 of Item 8, *Financial Statements and Supplementary Data*, which is incorporated herein by reference.

Results of Operations

The following table sets forth our consolidated statement of operations for the periods indicated.

	Year Ended December 31,		
	2015	2014	2013
(in thousands, except per share data)			
Statements of Operations Data:			
Revenue:			
Product	\$ 65,969	\$ 136,251	\$ 156,792
Subscription and service	151,701	125,602	107,853
Total revenue	217,670	261,853	264,645
Cost of revenue:			
Cost of product revenue	16,898	34,192	32,191
Cost of subscription and service revenue	21,629	18,862	13,523
Total cost of revenue	38,527	53,054	45,714
Gross profit	179,143	208,799	218,931
Operating expenses			
Sales and marketing	136,084	173,208	146,104
Research and development	29,939	33,176	33,995
General and administrative	50,124	57,120	56,432
Impairment	6,754	20,333	—
Lease abandonment and termination	55	3,812	842
Total operating expenses	222,956	287,649	237,373
Loss from operations	(43,813)	(78,850)	(18,442)
Other income and (expense):			
Interest income	23	17	117
Interest expense	(378)	(233)	(61)
Other (expense) income	(1,469)	(1,129)	368
Total other income and (expense)	(1,824)	(1,345)	424
Loss before income taxes	(45,637)	(80,195)	(18,018)
Income tax expense (benefit)	1,159	(6,489)	(1,884)
Net loss	\$ (46,796)	\$ (73,706)	\$ (16,134)
Loss per share:			
Basic	\$ (2.17)	\$ (3.47)	\$ (0.75)
Diluted	\$ (2.17)	\$ (3.47)	\$ (0.75)
Common shares and equivalents outstanding:			
Basic weighted average shares	21,571	21,253	21,528
Diluted weighted average shares	21,571	21,253	21,528
<i>Stock-based compensation included in:</i>			
Cost of revenue	101	108	175
Sales and marketing	1,327	1,975	1,840
Research and development	841	958	1,460
General and administrative	4,926	3,721	5,766
Total stock-based compensation expense	\$ 7,195	\$ 6,762	\$ 9,241

Comparison of the Year Ended December 31, 2015 and the Year Ended December 31, 2014

Our total revenue decreased to \$217.7 million for the year ended December 31, 2015 from \$261.9 million for the year ended December 31, 2014. The change in total revenue was due to a decrease in Consumer revenues of \$57.5 million, which was offset by an increase in Enterprise & Education revenue of \$13.4 million.

We reported an operating loss of \$43.8 million for the year ended December 31, 2015 compared to an operating loss of \$78.9 million for the year ended December 31, 2014. The decrease in operating loss was due to a decrease in operating expenses of \$64.7 million, a decrease of \$14.5 million in cost of revenue, which was offset by a \$44.2 million decrease in revenue.

Revenue by Operating Segment

The following table sets forth revenue for our two operating segments for the years ended December 31, 2015 and 2014:

	Year ended December 31,				2015 versus 2014	
	2015		2014		Change	% Change
	(in thousands, except percentages)					
Enterprise & Education	\$ 98,057	45.0%	\$ 84,700	32.3%	\$ 13,357	15.8 %
Consumer	119,613	55.0%	177,153	67.7%	\$ (57,540)	(32.5)%
Total Revenue	\$ 217,670	100.0%	\$ 261,853	100.0%	\$ (44,183)	(16.9)%

Enterprise & Education Segment

Total Enterprise & Education revenue increased \$13.4 million, or 16%, from \$84.7 million for the year ended December 31, 2014 to \$98.1 million for the year ended December 31, 2015. Enterprise & Education literacy revenue increased \$12.0 million. Enterprise & Education language revenue increased \$1.3 million, comprised primarily of increases of \$3.7 million and \$0.8 million in our education and non-profit sales channels, respectively, which were partially offset by a decrease of \$2.9 million in the corporate sales channel. Enterprise & Education revenue increased, in part, due to the revenue recognition of subscription service contracts recorded as deferred revenue in prior periods. Due to purchase accounting, deferred revenue associated with Lexia and Tell Me More was recorded at fair value, which is lower than the book value, and resulted in lower 2014 revenue. As a result, we expect year-over-year revenues to become more comparable as we move beyond the purchase accounting impact, which will result in lower revenue growth rates than what we experienced during 2015. As a result of the process we have initiated in March 2016 to exit our direct distribution presence and close offices in a number of non-U.S. markets where we have not yet achieved scale and right-size the Enterprise & Education Language business overall, we expect Enterprise & Education language revenue and bookings to decrease in the near-term.

Consumer Segment

Consumer revenue decreased \$57.5 million, or 32%, from the year ended December 31, 2014 to the year ended December 31, 2015. This decrease was largely due to reductions in revenue from our direct-to-consumer, retail, and homeschool sales channels of \$48.2 million, \$10.4 million, and \$1.0 million, respectively, slightly offset by an increase of \$1.6 million in revenue related to our Fit Brains offerings. These declines reflect the decision to significantly curtail promotional pricing under our 2015 strategic transformation. In 2014, we focused on driving customers to purchase our direct-to-consumer channel, particularly through our website, by implementing more aggressive discounting and promotional activity to combat the introduction of lower priced competitor products. During 2015, we were more disciplined with discounting and focused on stabilizing prices. We expect Consumer revenues to decrease due to a longer revenue recognition period associated with the continued transition from CDs and downloads to subscriptions with terms ranging up to three years and an anticipated reduction in our suggested retail value.

Revenue by Product Revenue and Subscription and Service Revenue

We categorize and report our revenue in two categories—product revenue and subscription and service revenue. Product revenue includes revenues allocated to our perpetual language-learning product software, revenues from the sale of audio practice products, and sales of certain mobile applications. Subscription and service revenue includes web-based software subscriptions, online services for our conversational coaching and language-learning community access, as well as revenues from professional services. Subscription and service revenues are typically deferred at the time of sale and then recognized ratably over the subscription or service period. We bundle our perpetual product software typically with short-term online services. As a result, we typically defer 10% to 35% of the revenue of each of these bundled sales. We recognize the deferred revenue associated with the short-term online services over the term of the service period.

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The following table sets forth revenue for product revenue and subscription and service revenue for the years ended December 31, 2015 and 2014:

	Year ended December 31,				2015 versus 2014	
	2015		2014		Change	% Change
(in thousands, except percentages)						
Product revenue	\$ 65,969	30.3%	\$ 136,251	52.0%	\$ (70,282)	(51.6)%
Subscription and service revenue	151,701	69.7%	125,602	48.0%	26,099	20.8 %
Total revenue	\$ 217,670	100.0%	\$ 261,853	100.0%	\$ (44,183)	(16.9)%

Product Revenue

Product revenue decreased \$70.3 million, or 52%, to \$66.0 million during the year ended December 31, 2015 from \$136.3 million during the year ended December 31, 2014. Product revenue primarily decreased \$58.6 million, \$9.8 million, and \$1.2 million in our direct-to-consumer, global retail, and homeschool sales channels, respectively. Product sales volume decreased as we continue to carry out our strategy to migrate our Consumer business to subscription-based products. Product revenue also decreased due to the year-over-year decline in product unit sales volume as a result of the strategic decision to be more disciplined marketing and advertising expenses and curtail promotional pricing to focus on stabilizing prices.

Subscription and Service Revenue

Subscription and service revenue increased \$26.1 million, or 21%, to \$151.7 million for the year ended December 31, 2015. Within the Enterprise & Education segment, the increase in subscription and service revenue was primarily due to the \$12.0 million increase in Enterprise & Education literacy revenue combined with revenue increases within Enterprise & Education language of \$3.2 million and \$0.9 million in the education and non-profit service sales channels, respectively. These increases were slightly offset by a decrease of \$2.1 million in the corporate sales channel within Enterprise & Education language. The Consumer segment realized increases of \$10.5 million, \$1.6 million, and \$0.4 million in direct-to-consumer, Fit Brains, and global retail service sales channels, respectively. Our 2014 subscription and service revenue was lower due to the write-down effects of purchase accounting on the pre-acquisition deferred revenue balances associated with Lexia and Tell Me More. We continue to experience these purchase accounting impacts for Lexia due to the typical subscription length. As a result, we expect the growth rates from our Enterprise & Education segment to mitigate over time. Subscription and services sales volume increased as we continue to carry out our strategy to migrate our Consumer business to subscription-based products. However, it is important to note that these subscribers generally only stay for the duration of the subscription period, which could negatively impact our revenue in the future.

Cost of Product Revenue and Subscription and Service Revenue and Gross Profit

The following table sets forth cost of product revenue and subscription and service revenue, as well as gross profit for the years ended December 31, 2015 and 2014:

	Year ended December 31,				2015 versus 2014	
	2015		2014		Change	% Change
(in thousands, except percentages)						
Revenue:						
Product	\$ 65,969		\$ 136,251		\$ (70,282)	(51.6)%
Subscription and service	151,701		125,602		26,099	20.8 %
Total revenue	217,670		261,853		(44,183)	(16.9)%
Cost of revenue:						
Cost of product revenue	16,898		34,192		(17,294)	(50.6)%
Cost of subscription and service revenue	21,629		18,862		2,767	14.7 %
Total cost of revenue	38,527		53,054		(14,527)	(27.4)%
Gross profit	\$ 179,143		\$ 208,799		\$ (29,656)	(14.2)%
Gross profit percentages	82.3%		79.7%		2.6%	

Total cost of revenue decreased \$14.5 million for the year ended December 31, 2015 from \$53.1 million for the year ended December 31, 2014. The change in total cost of revenue was primarily due to decreases in inventory expense, payroll

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and benefits expense, and freight and payment processing fees. Inventory expense declined \$6.3 million primarily due to the decrease in product sales combined with higher first quarter 2014 charges to inventory obsolescence in our Asian operations that did not recur in 2015. Payroll and benefit expenses declined \$3.7 million driven by reduced headcount as a result of the 2015 Restructuring Plan, the absence of higher severance payments in 2014 related to operations in France and Korea, and lower variable incentive compensation expenses based on reduced funding expectations. Freight and processing fees decreased \$3.5 million due to the decrease in sales.

Cost of Product Revenue

Cost of product revenue for the year ended December 31, 2015 was \$16.9 million, a decrease of \$17.3 million or 51% compared to \$34.2 million for the year ended December 31, 2014. As a percentage of product revenue, cost of product revenue slightly increased to 26% for the year ended December 31, 2015 from 25% as compared to the prior year period. The dollar decrease in cost of product revenue is primarily due to decreases of \$5.5 million, \$4.7 million, \$2.2 million, \$1.6 million, and \$1.2 million in inventory costs, payroll and benefits, freight costs, commission fees, and payment processing fees respectively, due to the shift away from hard product sales to online subscription sales.

Cost of Subscription and Service Revenue

Cost of subscription and service revenue for the year ended December 31, 2015 was \$21.6 million, an increase of \$2.8 million, or 15% from the year ended December 31, 2014. As a percentage of subscription and service revenue, cost of subscription and service revenue decreased to 14% from 15% for the year ended December 31, 2015 compared to the prior year period. The dollar increase in cost of subscription and service revenue was primarily due to increases in hosting, amortization of capitalized internal-use software costs, and other allocable costs due to the shift in sales mix to subscription service sales.

Gross Profit

Gross profit decreased \$29.7 million to \$179.1 million for the year ended December 31, 2015 compared to \$208.8 million for the year ended December 31, 2014. Gross profit percentage increased to 82% from 80% for the year ended December 31, 2015 compared to the year ended December 31, 2014. The dollar decrease in gross profit was primarily due to the decrease in revenue. The percentage increase in gross profit percentage was primarily due to the decrease in inventory and freight costs associated with hard product sales as we continue to shift to a SaaS delivery model which attracts higher margins.

Operating Expenses

	Year ended December 31,		2015 versus 2014	
	2015	2014	Change	% Change
	(in thousands, except percentages)			
Sales and marketing	\$ 136,084	\$ 173,208	\$ (37,124)	(21.4)%
Research and development	29,939	33,176	(3,237)	(9.8)%
General and administrative	50,124	57,120	(6,996)	(12.2)%
Impairment	6,754	20,333	(13,579)	(66.8)%
Lease abandonment and termination	55	3,812	(3,757)	(98.6)%
Total operating expenses	<u>\$ 222,956</u>	<u>\$ 287,649</u>	<u>\$ (64,693)</u>	<u>(22.5)%</u>

In the first quarter of 2015, we announced and initiated actions to reduce headcount and other costs in order to support our 2015 strategic shift in business focus. Included within our operating expenses are restructuring charges related to the 2015 Restructuring Plan which relate to employee severance and related benefits costs incurred in connection with headcount reductions, contract termination costs, and other related costs. As a result of these actions, we realized reductions in our operating expenses, primarily associated with reduced payroll and benefits costs.

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The following table presents restructuring costs associated with the 2015 Restructuring Plan included in the related line items of our results from operations:

	Year ended December 31,	
	2015	2014
	(in thousands)	
Cost of revenue	\$ 113	\$ —
Sales and marketing	4,492	—
Research and development	602	—
General and administrative	3,584	—
Total	\$ 8,791	\$ —

Sales and Marketing Expenses

Sales and marketing expenses for the year ended December 31, 2015 were \$136.1 million, a decrease of \$37.1 million, or 21%, from the year ended December 31, 2014. As a percentage of total revenue, sales and marketing expenses decreased to 63% for the year ended December 31, 2015, from 66% for the year ended December 31, 2014. The dollar and percentage decreases in sales and marketing expenses were primarily due to decreases in media and marketing expenses, payroll and benefit expenses, professional services, and amortization expense, which were partially offset by an increase in commission expense. Media spend decreased \$27.1 million due to a decrease of \$17.2 million in spend from offline media like TV, radio, and print and a \$9.9 million decrease in spend in online and social media expenses. Marketing expenses also decreased by \$5.7 million due to decreased spend in creative development and advertising expenses as a result of the strategic shift in focus and the positioning of the Consumer business for profitability. Payroll and benefit expense decreased \$4.1 million due to salary savings from the reduced headcount as a result of the 2015 Restructuring Plan, lower variable incentive compensation expenses based on reduced funding expectations, and the absence of Long Term Incentive Plan ("LTIP") expense as the plan ended in 2014. Professional services decreased \$2.9 million due to reduced outsourced staffing in the call centers as a result of the strategic shift in the Consumer segment. Amortization expense decreased \$1.2 million due to the fully depreciated Tell Me More trade name at the end of 2014. Commission expense increased \$4.5 million primarily driven by an increase in Enterprise & Education literacy revenue. In connection with our 2016 strategy, we intend to continue to optimize our Consumer media and marketing costs and manage the Consumer business for profitability and plan to manage the sales and marketing expenses to drive these results.

Research and Development Expenses

Research and development expenses were \$29.9 million for the year ended December 31, 2015, a decrease of \$3.2 million, or 10%, from the year ended December 31, 2014. As a percentage of revenue, research and development expenses increased slightly to 14% from 13% for the years ended December 31, 2015 and 2014, respectively. The dollar decrease was primarily due to a reduction in payroll and benefits expense of \$2.3 million due to the headcount reductions from the 2015 Restructuring Plan, coupled with a \$1.2 million reduction in costs associated with the Kids Reading and Kids Storytime projects that were released in the second half of 2014 or put on hold in the first half of 2015, respectively. In accordance with our shift in strategy, we continue to focus our product investment on the development of the Language Learning Suite for Enterprise, a single solution that will integrate our foundations, advantage and advanced English for business products, enhance our reporting and administrator tools and extend our assessment capabilities. We expect to maintain our current level of investment in our research and development expenses as we address these initiatives.

General and Administrative Expenses

General and administrative expenses for the year ended December 31, 2015 were \$50.1 million, a decrease of \$7.0 million, or 12%, from the year ended December 31, 2014. As a percentage of revenue, general and administrative expenses increased slightly to 23% for the year ended December 31, 2015 compared to 22% for year ended December 31, 2014. The dollar decrease was primarily due to reductions in payroll and benefits, third party services, bad debt, communications, travel, and other expenses. Payroll and benefits decreased \$2.5 million driven by the reduction in headcount related to the 2015 Restructuring Plan, lower variable incentive compensation expense due to the reduction in employees, and the absence of LTIP expense as the plan ended in 2014, partially offset by increases in severance and stock compensation expenses related to the change in CEO effective April 1, 2015. Third party services expense decreased \$1.9 million mainly driven by decreased software and hardware maintenance expenses in 2015. Bad debt expense decreased by \$0.8 million due to improvements in accounts receivable aging as compared to 2014. Communications expense decreased \$0.5 million due to cost savings identified related to hosting, network, and telephone charges. Travel expenses decreased \$0.5 million as a result of the international trips in support of acquisition related activities in the first quarter of 2014. We expect our general and administrative expenses to

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continue to decline as we take steps to reduce costs. Additionally, as a result of shareholder engagement and execution of our accelerated strategy, our general and administrative expenses may increase in the near term.

Impairment

Impairment expense for the year ended December 31, 2015 was \$6.8 million, a decrease of \$13.6 million, from the year ended December 31, 2014. The decrease was primarily attributable to a \$20.2 million goodwill impairment charge related to our Consumer business during 2014, partially offset by a \$5.6 million goodwill impairment charge related to our Consumer Fit Brains reporting unit and 2015 impairment charges of \$1.1 million, primarily related to the abandonment of certain previously capitalized internal-use software projects.

Lease Abandonment and Termination

Lease abandonment and termination expenses for the year ended December 31, 2015 were \$0.1 million, compared to \$3.8 million for the year ended December 31, 2014. The decrease was attributable to the 2014 lease abandonment of the sixth floor space in the Arlington, VA office of \$3.2 million, as well as the closure of the Japan office resulting in lease abandonment costs of \$0.4 million.

Other Income and (Expense)

	Year ended December 31,		2015 versus 2014	
	2015	2014	Change	% Change
	(in thousands, except percentages)			
Interest income	\$ 23	\$ 17	\$ 6	35.3%
Interest expense	(378)	(233)	(145)	62.2%
Other expense	(1,469)	(1,129)	(340)	30.1%
Total other income and (expense)	<u>\$ (1,824)</u>	<u>\$ (1,345)</u>	<u>\$ (479)</u>	35.6%

Interest income for the year ended December 31, 2015 was \$23 thousand, a slight increase from the year ended December 31, 2014. Interest income represents interest earned on our cash and cash equivalents.

Interest expense for the year ended December 31, 2015 was \$0.4 million, an increase of \$0.1 million, from the year ended December 31, 2014. This increase was primarily attributable to interest on our capital leases and the recognition of our financing fees associated with our undrawn credit facility.

Other expense for the year ended December 31, 2015 was \$1.5 million, an increase of \$0.3 million, as compared to \$1.1 million for the year ended December 31, 2014. The fluctuation was primarily attributable to foreign exchange losses, partially offset by the divestiture of our Korea entity of \$0.7 million.

Income Tax Expense (Benefit)

	Year ended December 31,		2015 versus 2014	
	2015	2014	Change	% Change
	(in thousands, except percentages)			
Income tax expense (benefit)	\$ 1,159	\$ (6,489)	\$ 7,648	(117.9)%

Our income tax expense for the year ended December 31, 2015 was \$1.2 million, compared to income tax benefit of \$6.5 million for the year ended December 31, 2014. The tax expense was due to current year taxable income from our operations in Germany and the UK, the tax impact of the amortization of indefinite lived intangibles, and the inability to recognize tax benefits associated with current year losses of operations in all other foreign jurisdictions and in the U.S. due to the valuation allowance recorded against the deferred tax asset balances of these entities. These tax expenses were partially offset by tax benefits related to current year losses (excluding the Consumer Fit Brains goodwill impairment) in Canada. The goodwill that was impaired in 2015 was not deductible for tax. Additionally, tax benefits were recorded related to the reversal of accrued withholding taxes as a result of an intercompany transaction. For the year ended December 31, 2015, we incurred an income tax expense of \$1.2 million based on losses before taxes of \$45.6 million resulting in a worldwide effective tax rate of approximately (2.5)%.

Comparison of the Year Ended December 31, 2014 and the Year Ended December 31, 2013

Our total revenue decreased to \$261.9 million for the year ended December 31, 2014 from \$264.6 million for the year ended December 31, 2013. The change in total revenue was due to decreases in Consumer revenues of \$27.3 million, partially offset by an increase in Enterprise & Education revenues of \$24.5 million.

We reported an operating loss of \$78.9 million for the year ended December 31, 2014 compared to an operating loss of \$18.4 million for the year ended December 31, 2013. The increase in operating loss was due to a decrease in gross profit of \$10.1 million, driven by a \$2.8 million decrease in revenue and a \$7.3 million increase in cost of revenue. Operating expenses increased \$50.3 million due to increases of \$27.1 million in sales and marketing, \$0.7 million in general and administrative, \$20.3 million in impairment expenses, and \$3.0 million in lease abandonment, offset slightly by a decrease of \$0.8 million in research and development expenses.

Revenue by Operating Segment

During 2014 and 2013, we had three operating segments: North America Consumer, Rest of World Consumer, and Global Enterprise & Education. In 2015, the North America Consumer and Rest of World Consumer operating segments were combined into a single Consumer operating segment. The following table sets forth revenue under the 2015 operating segment structure for our two operating segments for the years ended December 31, 2014 and 2013:

	Year ended December 31,				2014 versus 2013	
	2014		2013		Change	% Change
	(in thousands, except percentages)					
Enterprise & Education	\$ 84,700	32.3%	\$ 60,209	22.8%	\$ 24,491	40.7 %
Consumer	177,153	67.7%	204,436	77.2%	(27,283)	(13.3)%
Total Revenue	\$ 261,853	100.0%	\$ 264,645	100.0%	\$ (2,792)	(1.1)%

Enterprise & Education revenue increased \$24.5 million, or 41%, from \$60.2 million for the year ended December 31, 2013 to \$84.7 million for the year ended December 31, 2014. Enterprise & Education language revenue increased \$9.9 million, \$3.7 million, \$1.4 million, and \$1.2 million in France, the U.S., Germany, and the UK, respectively, primarily due to the sales of learning solutions acquired in 2014. Enterprise & Education literacy revenue increased \$8.7 million from Lexia, which was acquired on August 1, 2013. We have seen a decline in renewal rates from existing Enterprise & Education language customers while Enterprise & Education language bookings are increasing, primarily due to the sales of multi-year deals. With Enterprise & Education language bookings increasing, we expect to see an increase in bookings from new customers, which has a higher cost of acquisition when compared to the renewal of an existing customer.

Consumer revenue decreased \$27.3 million, or 13%, from the year ended December 31, 2013 to the year ended December 31, 2014. This decrease was largely due to reductions in revenue from our global retail, direct-to-consumer, and kiosk sales channels of \$13.8 million, \$11.0 million, and \$5.2 million, respectively; partially offset by an increase of approximately \$2.6 million in revenue from Fit Brains. The decrease in our global retail sales channel was due to certain of our larger retail partners significantly reducing inventory levels during 2014, resulting in fewer units ordered and lower revenue compared to the prior year. In the second quarter of 2013 we closed our entire kiosk sales channel. In recent quarters we have focused on driving customers to purchase through our direct-to-consumer channel, particularly through our website. Lower pricing is one tactic we used to increase sales volume in this channel. The overall decrease in pricing combined with the closure of our U.S. kiosks resulted in lower sales. In January 2014, we announced plans to streamline our Japan and Korea operations and use a partner model to continue to serve the Japanese market and have reorganized our Korea operations to focus more directly on further scaling the Proctor Assisted Learning (“PAL”) sales channel. As a result of our strategic realignment and our focus on the needs of more passionate learners, we plan to stabilize the price of our Consumer offerings and expect that this will result in lower unit volumes and overall lower sales.

Revenue by Product Revenue and Subscription and Service Revenue

The following table sets forth revenue for products and subscription and services for the years ended December 31, 2014 and 2013:

	Year ended December 31,				2014 versus 2013	
	2014		2013		Change	% Change
	(in thousands, except percentages)					
Product revenue	\$ 136,251	52.0%	\$ 156,792	59.2%	\$ (20,541)	(13.1)%
Subscription and service revenue	125,602	48.0%	107,853	40.8%	17,749	16.5 %
Total revenue	\$ 261,853	100.0%	\$ 264,645	100.0%	\$ (2,792)	(1.1)%

Product Revenue

Product revenue decreased \$20.5 million, or 13%, to \$136.3 million during the year ended December 31, 2014 from \$156.8 million during the year ended December 31, 2013. Product revenue primarily decreased \$11.6 million, \$6.2 million and \$3.7 million in the global retail, direct-to-consumer, and kiosk sales channels, respectively. This was partially offset by an increase of \$1.8 million in the corporate sales channel. The decrease in product revenue was driven by lower prices on our Rosetta Stone language-learning product software bundle driven by promotional pricing in our Consumer segment, increased levels of daily deals, and a shift in our sales channel mix.

Subscription and Service Revenue

Subscription and service revenue increased \$17.7 million, or 16%, to \$125.6 million for the year ended December 31, 2014. The increase in subscription and service revenues was due to increases of \$13.9 million in the education sales channel, \$9.0 million in the corporate channel, and \$2.6 million related to Fit Brains. These increases were partially offset by decreases of \$4.8 million, \$2.6 million and \$1.5 million in Consumer service revenues for the direct-to-consumer, global retail, and kiosk sales channels, respectively.

Cost of Product Revenue and Subscription and Service Revenue and Gross Profit

The following table sets forth cost of product revenue and subscription and service revenue, as well as gross profit for the years ended December 31, 2014 and 2013:

	Year Ended December 31,				2014 versus 2013	
	2014		2013		Change	% Change
	(in thousands, except percentages)					
Revenue						
Product	\$ 136,251		\$ 156,792		\$ (20,541)	(13.1)%
Subscription and service	125,602		107,853		17,749	16.5 %
Total revenue	261,853		264,645		(2,792)	(1.1)%
Cost of revenue						
Cost of product revenue	34,192		32,191		2,001	6.2 %
Cost of subscription and service revenue	18,862		13,523		5,339	39.5 %
Total cost of revenue	53,054		45,714		7,340	16.1 %
Gross profit	\$ 208,799		\$ 218,931		\$ (10,132)	(4.6)%
Gross margin percentages	79.7%		82.7%		(3.0)%	

Cost of Product Revenue

Cost of product revenue for the year ended December 31, 2014 was \$34.2 million, an increase of \$2.0 million, or 6% from the year ended December 31, 2013. As a percentage of product revenue, cost of product revenue increased to 25% from 20% for the year ended December 31, 2014 compared to the prior year period. The increase in cost as a percentage of revenue was primarily attributable to a decline in the price per unit combined with an increase in the volume of units sold. The dollar increase in cost of product was primarily due to increased payroll and benefits as a result of the acquisitions that occurred during the first quarter of 2014.

Cost of Subscription and Service Revenue

Cost of subscription and service revenue for the year ended December 31, 2014 was \$18.9 million, an increase of \$5.3 million, or 39% from the year ended December 31, 2013. As a percentage of subscription and service revenue, cost of subscription and service revenue increased to 15% from 13% for the year ended December 31, 2014 compared to the prior year period. The dollar increase in cost of subscription and service revenue was due to increased payroll and benefits, primarily as a result of the acquisitions that occurred during the first quarter of 2014 and second and third quarters of 2013. There was an increase in hosting expense due to the support of additional companies and a transition to cloud-based platforms. An increase in depreciation and amortization on acquired intangible assets also contributed to the overall increase in cost of subscription and service revenue.

Operating Expenses

	Year ended December 31,		2014 versus 2013	
	2014	2013	Change	% Change
	(in thousands, except percentages)			
Sales and marketing	\$ 173,208	\$ 146,104	\$ 27,104	18.6 %
Research and development	33,176	33,995	(819)	(2.4)%
General and administrative	57,120	56,432	688	1.2 %
Impairment	20,333	—	20,333	100.0 %
Lease abandonment and termination	3,812	842	2,970	352.7 %
Total operating expenses	\$ 287,649	\$ 237,373	\$ 50,276	21.2 %

Sales and Marketing Expenses

Sales and marketing expenses for the year ended December 31, 2014 were \$173.2 million, an increase of \$27.1 million, or 19%, from the year ended December 31, 2013. As a percentage of total revenue, sales and marketing expenses were 66% for the year ended December 31, 2014, and 55% for the year ended December 31, 2013. The dollar and percentage increases in sales and marketing expenses were primarily attributable to a \$11.0 million increase in media expense due to increased Internet and social media marketing campaigns, partially offset by decreased spend in television and print as online marketing was determined to be more cost-effective. Increased marketing expenses of \$4.9 million related to the "millennial" advertising campaign using newly developed creative which runs across television, videos and our website, the new 2014 online chat support services feature, and an increase in general media expenses to drive visits, leads and bookings. In 2014 there was a \$5.4 million increase in payroll and a \$1.6 million increase in benefits expenses as a result of our acquisitions. In addition, there was a \$5.5 million increase in commission expense mainly driven from the increased sales in the Enterprise & Education segment, slightly offset by a decrease in commission expense for the Consumer segment. There was a \$1.5 million increase in third party services driven from new social media monitoring services, increased email messaging and related overage fees. Additionally, there was a \$2.0 million increase in depreciation and amortization on acquired intangible assets. These increases were partially offset by a \$2.3 million decrease in professional services driven from decreased spend in call centers, \$1.9 million decrease in rent and related lease termination expenses due to the closure of the remaining kiosks in the second quarter of 2013, and removal of kiosk staffing support that did not recur in 2014.

Research and Development Expenses

Research and development expenses were \$33.2 million for the year ended December 31, 2014, a decrease of \$0.8 million, or 2%, from the year ended December 31, 2013. As a percentage of revenue, research and development expenses remained flat at 13% for the years ended December 31, 2014 and 2013. The dollar decrease was primarily attributable to a \$2.9 million decrease in payroll expense due to the increased level of capitalized labor costs associated with the development of new service offerings and a decrease in severance compensation expenses driven from the software development team re-organization during the year ended December 31, 2013. An additional \$0.5 million decrease of research and development expenses was driven from the reduction of relocation expense related to the hiring of a new software development team in 2013. These decreases were partially offset by a \$0.7 million increase in benefits due to the additional employee costs as a result of the acquisitions, a \$1.5 million increase in amortization expense related to acquired intangible assets, and a \$0.5 million increase in rent expense due to the opening of new offices in Austin, TX and San Francisco, CA, and taking over leases through acquisitions in various locations, including Seattle, WA and Concord, MA.

General and Administrative Expenses

General and administrative expenses for the year ended December 31, 2014 were \$57.1 million, an increase of \$0.7 million, or 1%, from the year ended December 31, 2013. As a percentage of revenue, general and administrative expenses increased to 22% for the year ended December 31, 2014 compared to 21% for year ended December 31, 2013. The dollar and percentage increases were primarily attributable to a \$1.3 million increase in building expenses related to a Japan office lease termination and higher dues and subscription fees incurred by the human resources and finance groups. The dollar increase was also attributable to a \$1.0 million increase in bad debt expense driven from increased accounts receivable aging and additional reserves related to acquired receivables. In addition, general and administrative expense increased \$0.5 million due to increased acquisition related software and systems maintenance and integration work performed during the year ended December 31, 2014. These increases were partially offset by a \$1.3 million decrease in payroll due to a decrease in long-term incentive plan expense and bonus expense as well as a decrease in restricted stock and stock option expenses as a result of the decrease in our stock price during the year ended December 31, 2014. Rent expense also decreased by \$0.6 million due to the lease abandonment of the Arlington, Virginia sixth floor lease during early 2014.

Impairment

Impairment expense for the year ended December 31, 2014 was \$20.3 million, an increase of \$20.3 million, from the year ended December 31, 2013. The increase was primarily attributable to a \$20.2 million goodwill impairment charge related to our Consumer Language reporting units taken in 2014. The goodwill impairment charges were primarily a result of the decline in demand for Consumer language-learning products and services at their current pricing levels and a change in international go-to-market strategy. In an effort to compensate for the consumer preferences, we lowered our prices and used retail partnerships to increase sales. Despite these actions, the results were significantly lower than the forecasted sales. As a result of the above events, we performed an impairment analysis and determined that the Consumer Language reporting units were fully impaired and recorded goodwill impairment charges totaling \$20.2 million. The additional \$0.2 million of expense related to the abandonment of a previously capitalized internal-use software project.

Lease Abandonment and Termination

Lease abandonment and termination expenses for the year ended December 31, 2014 were \$3.8 million, compared to \$0.8 million for the year ended December 31, 2013. The increase was primarily attributable to the lease abandonment of the sixth floor space in the Arlington, VA office of \$3.2 million, as well as the closure of the Japan office resulting in lease abandonment costs of \$0.4 million.

Other Income and (Expense)

	Year Ended December 31,		2014 versus 2013	
	2014	2013	Change	% Change
	(in thousands, except percentages)			
Interest income	\$ 17	\$ 117	\$ (100)	(85.5)%
Interest expense	(233)	(61)	(172)	282.0 %
Other (expense) and income	(1,129)	368	(1,497)	(406.8)%
Total other income and (expense)	\$ (1,345)	\$ 424	\$ (1,769)	(417.2)%

Interest income represents interest earned on our cash and cash equivalents. Interest income for the year ended December 31, 2014 was \$17 thousand, a decrease of \$0.1 million, or 85%, from the year ended December 31, 2013.

Interest expense for the year ended December 31, 2014 was \$0.2 million, an increase of \$0.2 million, from the year ended December 31, 2013. This increase was primarily attributable to interest on our capital leases and the amortization of deferred financing fees associated with our revolving credit facility, which we entered into in November 2014.

Other income (expense) for the year ended December 31, 2014 was an expense of \$1.1 million, an increase of \$1.5 million, as compared to other income of \$0.4 million for the year ended December 31, 2013. The increase in expense was primarily attributable to foreign exchange losses.

Income Tax Benefit

	Year Ended December 31,		2014 versus 2013	
	2014	2013	Change	% Change
	(in thousands, except percentages)			
Income tax benefit	\$ (6,489)	\$ (1,884)	\$ (4,605)	244.4%

Our income tax benefit for the year ended December 31, 2014 was \$6.5 million, compared to income tax benefit of \$1.9 million for the year ended December 31, 2013. The change from the prior year primarily resulted from the tax benefits related to the goodwill impairments taken during 2014 related to the Consumer Language reporting units and current year losses in Canada and France. The goodwill that was written off related to acquisitions from prior years, a portion of which resulted in a tax benefit as a result of writing off a deferred tax liability previously recorded (i.e., goodwill had tax basis and was amortized for tax). In the current year, these tax benefit amounts were partially offset by income tax expense related to current year profits from certain foreign operations and foreign withholding taxes. The tax benefit was also partially offset by the tax expense related to the tax impact of the amortization of indefinite lived intangibles, and the inability to recognize tax benefits associated with current year losses of operations in all other foreign jurisdictions and in the U.S. due to the valuation allowance recorded against the deferred tax asset balances of these entities.

Liquidity and Capital Resources

Our principal source of liquidity at December 31, 2015 consisted of \$47.8 million in cash and cash equivalent and short-term investments, a decrease of \$16.9 million, from \$64.7 million as of December 31, 2014. Our primary operating cash requirements include the payment of salaries, incentive compensation, employee benefits and other personnel related costs, as well as direct advertising expenses, costs of office facilities, and costs of information technology systems. Historically, we have primarily funded these requirements through cash flow from our operations. For the year ended December 31, 2015, we generated negative cash flows from operations as reflected in our consolidated statements of cash flows.

As part of our strategic shift, we have begun and continue to reorganize our business around our Enterprise & Education segment while we optimize our Consumer segment for profitability and cash generation. Our Enterprise & Education business and our Consumer business are affected by different sales-to-cash patterns. Within our Enterprise & Education segment, revenue in our education, government, and corporate sales channels are seasonally stronger in the second half of the calendar year due to purchasing and budgeting cycles. Our Consumer revenue is affected by seasonal trends associated with the holiday shopping season. Consumer sales typically turn to cash more quickly than Enterprise & Education sales, which tend to have longer collection cycles. Historically, in the first half of the year we have been a net user of cash and in the second half of the year we have been a net generator of cash. We expect this trend to continue. In 2016, we expect our cash balance to decline in part as we execute the restructuring actions in accordance with our revised strategy and other initiatives, as well as anticipated near-term lower operating results.

We believe our current cash and cash equivalents, short-term investments, and funds generated from our sales will be sufficient to meet our cash needs for at least the next twelve months. We have generated significant operating losses as reflected in our accumulated deficit and we may continue to incur operating losses in the future that may continue to require additional working capital to execute strategic initiatives to grow our business. Our future capital requirements will depend on many factors, including development of new products, market acceptance of our products, the levels of advertising and promotion required to launch additional products and improve our competitive position in the marketplace, the expansion of our sales, support and marketing organizations, the optimization of office space in the U.S. and worldwide, building the infrastructure necessary to support our growth, the response of competitors to our products and services, and our relationships with suppliers. We extend payments to certain vendors in order to minimize the amount of working capital deployed in the business. In order to maximize our cash position, we will continue to manage our existing inventory, accounts receivable, and accounts payable balances. In addition, borrowings under our revolving credit facility can be utilized to meet working capital requirements, anticipated capital expenditures, and other obligations.

On October 28, 2014, we entered into a \$25.0 million revolving credit Loan and Security Agreement with Silicon Valley Bank, which was amended effective March 31, 2015, May 1, 2015, June 29, 2015, December 29, 2015 and further amended effective March 14, 2016. Under the amended agreement, we may borrow up to \$25.0 million including a sub-facility, which reduces available borrowings, for letters of credit in the aggregate availability amount of \$4.0 million (the "credit facility"). Borrowings by RSL under the credit facility are guaranteed by us as the ultimate parent. The credit facility has a term that expires on January 1, 2018, during which time RSL may borrow and re-pay loan amounts and re-borrow the loan amounts subject to customary borrowing conditions.

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The total obligations under the credit facility cannot exceed the lesser of (i) the total revolving commitment of \$25.0 million or (ii) the borrowing base, which is calculated as 80% of eligible accounts receivable. As a result, the borrowing base will fluctuate and we expect it will follow the general seasonality of cash and accounts receivable (lower in the first half of the year and higher in the second half of the year). If the borrowing base less any outstanding amounts, plus the cash held at SVB ("Availability") is greater than \$25.0 million, then we may borrow up to an additional \$5.0 million, but in no case can borrowings exceed \$25.0 million. Interest on borrowings accrue at the Prime Rate provided that we maintain a minimum cash and Availability balance of \$17.5 million. If cash and Availability is below \$17.5 million, interest will accrue at the Prime Rate plus 1%.

As of the date of this filing, no borrowings have been made under the revolving credit agreement and \$4.0 million in letters of credit have been issued by Silicon Valley Bank on our behalf. We are subject to certain financial and restrictive covenants under the credit facility, which have been amended to reflect the revised outlook in connection with our 2016 Restructuring Plan. We are required to maintain compliance with a minimum liquidity amount and minimum financial performance requirements, as defined in the Loan and Security Agreement. As of December 31, 2015, we were in compliance with all of the covenants under the revolving credit agreement.

The total amount of cash that was held by foreign subsidiaries as of December 31, 2015 was \$15.6 million. If we were to repatriate the cash from our foreign subsidiaries, a significant tax liability could result.

During the last three years, inflation has not had a material effect on our business and we do not expect that inflation or changing prices will materially affect our business in the foreseeable future.

Cash Flow Analysis for the Year ended December 31, 2015 as compared to the year ended December 31, 2014

	Year ended December 31,		2015 versus 2014	
	2015	2014	Change	% Change
	(in thousands, except percentages)			
Net cash (used in) provided by operating activities	\$ (5,645)	\$ 6,673	\$ (12,318)	(184.6)%
Net cash used in investing activities	\$ (9,374)	\$ (39,109)	\$ 29,735	(76.0)%
Net cash used in financing activities	\$ (727)	\$ (305)	\$ (422)	138.4 %

Net Cash Used In Operating Activities

Net cash used in operating activities was \$5.6 million for the year ended December 31, 2015 compared to net cash provided by operating activities of \$6.7 million for the year ended December 31, 2014. The primary factor affecting our net use of cash from operating activities during the year ended December 31, 2015 was our net loss of \$46.8 million, which was too large to be offset by the non-cash adjustments totaling \$31.1 million and the favorable overall change in operating assets and liabilities of \$10.1 million. For a summary of the factors that led to the net loss for the year ended December 31, 2015 see "Results of Operations" section above. Non-cash items primarily consisted of \$13.7 million in depreciation and amortization expense, \$7.2 million in stock-based compensation expense, \$6.8 million in impairment loss, \$1.7 million in bad debt expense, and \$1.5 million of loss on foreign currency transactions. The primary drivers of the change in operating assets and liabilities were a decrease in other current liabilities of \$14.2 million, a decrease of \$8.6 million in accounts payable, a decrease in accrued compensation of \$5.5 million, an increase in deferred sales commissions of \$4.1 million, and an increase of \$1.3 million in inventory, partially offset by a decrease in accounts receivable of \$26.4 million and an increase of \$16.9 million in deferred revenue. The decrease in other current liabilities and accounts payable reflected our shift in strategy, which resulted in fewer obligations due for marketing, advertising, and rebates. The decrease in accrued compensation was primarily attributable to the 2015 Restructuring Plan, which reduced global non-Enterprise & Education headcount approximately 15% and led to a reduction in payroll, benefits, and variable compensation. The increase in deferred sales commission was primarily attributable to the 2014 acquisitions and an increase in Lexia deferred commissions. Inventory increased due to missed forecasts on holiday season sales orders resulting in additional inventory on hand. The decrease in accounts receivable was primarily related to the higher sales during the fourth quarter 2014 holiday season as compared to 2015. The increase in deferred revenue was primarily to a higher mix of Consumer revenue associated with web-based software subscription services and to a lesser extent the purchase accounting impacts related to the 2014 acquisitions.

Net cash provided by operating activities for the year ended December 31, 2014 was \$6.7 million. The primary factors affecting our operating cash flows during the year were our net loss of \$73.7 million, which were offset by non-cash charges totaling \$37.1 million, and a favorable overall change in operating assets and liabilities of \$43.3 million. Non-cash items primarily consisted of \$20.3 million in impairment loss, \$13.9 million in depreciation and amortization expense, \$6.8 million in stock-based compensation expense, and \$2.4 million in bad debt expense, only slightly offset by a deferred income tax benefit

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of \$7.7 million. The primary drivers of the change in operating assets and liabilities were an increase of \$48.9 million in deferred revenue, an increase in other current liabilities of \$11.3 million, and an increase of \$8.4 million in accounts payable, partially offset by an increase in accounts receivable of \$16.5 million, an increase in deferred sales commissions of \$7.3 million, and a decrease in accrued compensation of \$4.5 million. The increase in deferred revenue was primarily due to the purchase accounting impacts related to the 2014 acquisitions that did not exist in 2013. The increases in other current liabilities and accounts payable was primarily attributable to the timing of our cash payments. The increase in accounts receivable was primarily related to the higher sales during the fourth quarter 2014 holiday season as compared to 2013. The increase in deferred sales commission was primarily attributable to the 2014 acquisitions that did not exist in 2013. The decrease in accrued compensation was primarily due to the reduction of payroll, benefits, and the timing of cash payments.

Net Cash Used in Investing Activities

Net cash used in investing activities was \$9.4 million for the year ended December 31, 2015, compared to net cash used of \$39.1 million for the year ended December 31, 2014. Net cash used in investing activities decreased primarily due to the 2014 acquisition related cash outflows of \$29.4 million pertaining to the acquisitions of Tell Me More and Vivity during the first quarter of 2014. In the first quarter of 2015, we paid the remaining holdback of \$1.7 million related to the 2013 acquisition of Lexia. Purchases of property and equipment decreased from \$9.7 million for the year ended December 31, 2014 to \$8.9 million for the year ended December 31, 2015 primarily due to the reduction of internal-use software capitalization due to the completion and go-live of a major software project in late 2015. Proceeds from the sale of fixed assets totaled \$1.6 million during the year ended December 31, 2015 associated with the fourth quarter 2015 sale of an owned office building in Harrisonburg, Virginia, with no comparable activity in 2014.

Net Cash Used in Financing Activities

Net cash used in financing activities was \$0.7 million for the year ended December 31, 2015 compared to \$0.3 million for the year ended December 31, 2014. The decrease in net cash related to financing activities was primarily due to the decrease in proceeds from the exercise of stock options of \$0.6 million due to the decrease in our stock price. Capital lease payments totaled \$0.7 million and \$0.6 million during the years ended December 31, 2015 and 2014, respectively. Deferred financing costs were larger in 2014 due to the original execution of the revolving credit facility in the fourth quarter of 2014. Deferred financing fees continued to be incurred during 2015 due to the execution of the four amendments discussed above. As mentioned earlier, no borrowings have been made under the revolving credit facility.

Cash Flow Analysis for the Year ended December 31, 2014 as compared to the year ended December 31, 2013

	Year Ended December 31,		2014 versus 2013	
	2014	2013	Change	% Change
	(in thousands, except percentages)			
Net cash provided by operating activities	\$ 6,673	\$ 8,068	\$ (1,395)	(17.3)%
Net cash used in investing activities	\$ (39,109)	\$ (46,930)	\$ 7,821	(16.7)%
Net cash used in financing activities	\$ (305)	\$ (10,487)	\$ 10,182	(97.1)%

Net Cash Provided by Operating Activities

Net cash provided by operating activities was \$6.7 million for the year ended December 31, 2014 compared to \$8.1 million for the year ended December 31, 2013, a decrease of \$1.4 million. The decrease in net cash provided by operating activities was primarily due to an increase in our net loss after adjusting for depreciation, amortization, stock compensation, loss on foreign currency transactions, bad debt expense, deferred income taxes, loss on disposal of equipment, amortization of debt issuance costs, and loss on impairment. This was partially offset by favorable fluctuations in working capital, primarily deferred revenue of \$48.9 million which is principally due to the sales of subscription services in our Global Enterprise & Education language and literacy sales channels and Fit Brains.

Net Cash Used in Investing Activities

Net cash used in investing activities was \$39.1 million for the year ended December 31, 2014, compared to net cash used of \$46.9 million for the year ended December 31, 2013, a decrease of \$7.8 million. Net cash used by investing activities related primarily to the \$41.7 million for the 2014 acquisitions (net of cash) of Vivity and Tell Me More, a decrease in restricted cash related to the Vivity acquisition of \$12.3 million, and \$9.7 million in purchase of property and equipment primarily associated with capitalized labor for internal-use software development.

Item 9. Changes In and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Management, with the participation of our Interim Chief Executive Officer and our Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of December 31, 2015. The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the Company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives, and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on the evaluation of our disclosure controls and procedures as of December 31, 2015, our Interim Chief Executive Officer and Chief Financial Officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Management's annual report on internal control over financial reporting

Management is responsible for establishing and maintaining adequate internal control over our financial reporting. Management has assessed the effectiveness of internal control over financial reporting as of December 31, 2015. Management's assessment was based on criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission, or COSO, in Internal Control—Integrated Framework (2013).

Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Our internal control over financial reporting includes those policies and procedures that:

- (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect our transactions and dispositions of our assets;
- (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of management and Board of Directors; and
- (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Based on using the COSO criteria, management believes our internal control over financial reporting as of December 31, 2015 was effective.

Our independent registered public accounting firm, Deloitte & Touche LLP, has audited the financial statements included in this Annual Report on Form 10-K and has issued a report on the effectiveness of our internal control over financial reporting. The attestation report of Deloitte & Touche LLP is included on page F-3 of this Form 10-K.

Changes in Internal Control over Financial Reporting

There was no change in our internal control over financial reporting identified in connection with the evaluation required by Rule 13a-15(d) or 15d-15(d) of the Exchange Act that occurred during the quarter ended December 31, 2015 that had materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information

None.

PART III

Certain information required by Part III is omitted from this Annual Report on Form 10-K as we intend to file our definitive Proxy Statement for the 2016 Annual Meeting of Stockholders pursuant to Regulation 14A of the Securities Exchange Act of 1934, as amended, not later than 120 days after the end of the fiscal year covered by this Annual Report, and certain information included in the Proxy Statement is incorporated herein by reference.

Item 10. Directors, Executive Officers and Corporate Governance

The information required by this Item is incorporated herein by reference to the information provided under the headings "Our Board of Directors and Nominees," "Security Ownership of Certain Beneficial Owners and Management—Section 16(A) Beneficial Ownership Reporting Compliance," "Corporate Governance—Code of Ethics," "Corporate Governance—Composition of our Board of Directors; Classified Board," "Corporate Governance—Committees of our Board of Directors," "Corporate Governance—Audit Committee," "Corporate Governance—Compensation Committee," and "Corporate Governance—Corporate Governance and Nominating Committee" in our definitive proxy statement for the 2016 Annual Meeting of Stockholders to be filed with the SEC no later than 120 days after the fiscal year ended December 31, 2015 (the "2016 Proxy Statement").

Code of Ethics and Business Conduct

We have adopted a code of ethics and business conduct ("code of conduct") that applies to all of our employees, officers and directors, including without limitation our principal executive officer, principal financial officer, and principal accounting officer. Copies of both the code of conduct, as well as any waiver of a provision of the code of conduct granted to any senior officer or director or material amendment to the code of conduct, if any, are available, without charge, under the "Corporate Governance" tab of the "Investor Relations" section on our website at www.rosettastone.com. We intend to disclose any amendments or waivers of this code on our website.

Item 11. Executive Compensation

The information required by this Item is incorporated herein by reference to the information provided under the headings "Compensation Committee Report," "Executive Compensation," "Director Compensation," "Compensation Committee" and "Corporate Governance—Interlocks and Insider Participation" in the 2016 Proxy Statement.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this Item is incorporated herein by reference to the information provided under the headings "Security Ownership of Certain Beneficial Owners and Management" and "Equity Compensation" in the 2016 Proxy Statement.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this Item is incorporated herein by reference to the information provided under the headings "Corporate Governance—Director Independence," and "Transactions with Related Persons" in the 2016 Proxy Statement.

Item 14. Principal Accounting Fees and Services

The information required by this Item is incorporated herein by reference to the information provided under the heading "Principal Accountant Fees and Services" in the 2016 Proxy Statement.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) ***Consolidated Financial Statements***

1. *Consolidated Financial Statements.* The consolidated financial statements as listed in the accompanying "Index to Consolidated Financial Information" are filed as part of this Annual Report.
2. *Consolidated Financial Statement Schedules.* Schedules have been omitted because they are not applicable or are not required or the information required to be set forth in those schedules is included in the consolidated financial statements or related notes.

All other schedules not listed in the accompanying index have been omitted as they are either not required or not applicable, or the required information is included in the consolidated financial statements or the notes thereto.

(b) ***Exhibits***

The exhibits listed in the Index to Exhibits are filed as part of this Annual Report on Form 10-K.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ROSETTA STONE INC.

By: */s/ A. JOHN HASS III*
A. John Hass III
Interim Chief Executive Officer

Date: March 14, 2016

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ A. JOHN HASS III</u> A. John Hass III	Chief Executive Officer and Director (Principal Executive Officer)	March 14, 2016
<u>/s/ THOMAS M. PIERNO</u> Thomas M. Pierno	Chief Financial Officer (Principal Financial Officer)	March 14, 2016
<u>/s/ M. SEAN HARTFORD</u> M. Sean Hartford	Vice President, Controller and Principal Accounting Officer (Principal Accounting Officer)	March 14, 2016
<u>/s/ PATRICK W. GROSS</u> Patrick W. Gross	Chairman of the Board, Director	March 14, 2016
<u>/s/ JAMES P. BANKOFF</u> James P. Bankoff	Director	March 14, 2016
<u>/s/ LAURENCE FRANKLIN</u> Laurence Franklin	Director	March 14, 2016
<u>/s/ DAVID P. NIERENBERG</u> David P. Nierenberg	Director	March 14, 2016
<u>/s/ CAROLINE J. TSAY</u> Caroline J. Tsay	Director	March 14, 2016
<u>/s/ LAURA L. WITT</u> Laura L. Witt	Director	March 14, 2016
<u>/s/ STEVEN P. YANKOVICH</u> Steven P. Yankovich	Director	March 14, 2016

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Rosetta Stone Inc.
Arlington, Virginia

We have audited the accompanying consolidated balance sheets of Rosetta Stone Inc. and subsidiaries (the "Company") as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive loss, changes in stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2015. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Rosetta Stone Inc. and subsidiaries as of December 31, 2015 and 2014, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2015, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of December 31, 2015, based on the criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 14, 2016 expressed an unqualified opinion on the Company's internal control over financial reporting.

/s/ Deloitte & Touche LLP
McLean, Virginia
March 14, 2016

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Rosetta Stone Inc.
Arlington, Virginia

We have audited the internal control over financial reporting of Rosetta Stone Inc. and subsidiaries (the “Company”) as of December 31, 2015, based on criteria established in *Internal Control-Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying *Management’s annual report on internal control over financial reporting*. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and effected by the company's board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on the criteria established in *Internal Control-Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements as of and for the year ended December 31, 2015 of the Company and our report dated March 14, 2016 expressed an unqualified opinion on those consolidated financial statements.

/s/ Deloitte & Touche LLP
McLean, Virginia
March 14, 2016

ROSETTA STONE INC.
CONSOLIDATED BALANCE SHEETS
(in thousands, except per share amounts)

	As of December 31,	
	2015	2014 *
Assets		
Current assets:		
Cash and cash equivalents	\$ 47,782	\$ 64,657
Restricted cash	80	123
Accounts receivable (net of allowance for doubtful accounts of \$1,196 and \$1,434, at December 31, 2015 and December 31, 2014, respectively)	47,327	76,757
Inventory	7,333	6,500
Deferred sales commissions	13,526	10,740
Prepaid expenses and other current assets	3,612	4,842
Income tax receivable	—	464
Total current assets	119,660	164,083
Deferred sales commissions	5,614	4,362
Property and equipment, net	22,532	25,277
Goodwill	50,280	58,584
Intangible assets, net	28,244	34,377
Other assets	2,213	1,490
Total assets	\$ 228,543	\$ 288,173
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	\$ 10,778	\$ 19,548
Accrued compensation	8,201	14,470
Income tax payable	121	—
Obligations under capital lease	521	594
Other current liabilities	35,318	53,258
Deferred revenue	106,868	95,240
Total current liabilities	161,807	183,110
Deferred revenue	35,880	32,929
Deferred income taxes	4,998	4,222
Obligations under capital lease	2,622	3,154
Other long-term liabilities	826	1,313
Total liabilities	206,133	224,728
Commitments and contingencies (Note 16)		
Stockholders' equity:		
Preferred stock, \$0.001 par value; 10,000 and 10,000 shares authorized, zero and zero shares issued and outstanding at December 31, 2015 and December 31, 2014, respectively	—	—
Non-designated common stock, \$0.00005 par value, 190,000 and 190,000 shares authorized, 23,150 and 22,936 shares issued and 22,150 and 21,936 shares outstanding at December 31, 2015 and December 31, 2014, respectively	2	2
Additional paid-in capital	185,863	178,554
Treasury stock	(11,435)	(11,435)
Accumulated loss	(149,794)	(102,998)
Accumulated other comprehensive loss	(2,226)	(678)
Total stockholders' equity	22,410	63,445
Total liabilities and stockholders' equity	\$ 228,543	\$ 288,173

See accompanying notes to consolidated financial statements

* Certain amounts have been adjusted for the retrospective adoption of Accounting Standard Update No. 2015-17 (See Note 2)

ROSETTA STONE INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share amounts)

	Years Ended December 31,		
	2015	2014	2013
Revenue:			
Product	\$ 65,969	\$ 136,251	\$ 156,792
Subscription and service	151,701	125,602	107,853
Total revenue	217,670	261,853	264,645
Cost of revenue:			
Cost of product revenue	16,898	34,192	32,191
Cost of subscription and service revenue	21,629	18,862	13,523
Total cost of revenue	38,527	53,054	45,714
Gross profit	179,143	208,799	218,931
Operating expenses			
Sales and marketing	136,084	173,208	146,104
Research and development	29,939	33,176	33,995
General and administrative	50,124	57,120	56,432
Impairment	6,754	20,333	—
Lease abandonment and termination	55	3,812	842
Total operating expenses	222,956	287,649	237,373
Loss from operations	(43,813)	(78,850)	(18,442)
Other income and (expense):			
Interest income	23	17	117
Interest expense	(378)	(233)	(61)
Other (expense) income	(1,469)	(1,129)	368
Total other income and (expense)	(1,824)	(1,345)	424
Loss before income taxes	(45,637)	(80,195)	(18,018)
Income tax expense (benefit)	1,159	(6,489)	(1,884)
Net loss	\$ (46,796)	\$ (73,706)	\$ (16,134)
Loss per share:			
Basic	\$ (2.17)	\$ (3.47)	\$ (0.75)
Diluted	\$ (2.17)	\$ (3.47)	\$ (0.75)
Common shares and equivalents outstanding:			
Basic weighted average shares	21,571	21,253	21,528
Diluted weighted average shares	21,571	21,253	21,528

See accompanying notes to consolidated financial statements

ROSETTA STONE INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(in thousands)

	Years Ended December 31,		
	2015	2014	2013
Net loss	\$ (46,796)	\$ (73,706)	\$ (16,134)
Other comprehensive loss, net of tax:			
Foreign currency translation (loss) gain	(1,548)	(1,523)	188
Other comprehensive (loss) income	(1,548)	(1,523)	188
Comprehensive loss	<u>\$ (48,344)</u>	<u>\$ (75,229)</u>	<u>\$ (15,946)</u>

See accompanying notes to consolidated financial statements

ROSETTA STONE INC.
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
(in thousands)

	Non-Designated Common Stock		Additional Paid-in Capital	Treasury Stock	Accumulated Income (Loss)	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity (Deficit)
	Shares	Amount					
Balance—January 1, 2013	21,188	\$ 2	\$ 160,693	\$ —	\$ (13,158)	\$ 657	\$ 148,194
Stock Issued Upon the Exercise of Stock Options	550	—	2,457	—	—	—	2,457
Restricted Stock Award Vesting	301	—	—	—	—	—	—
Stock-based Compensation Expense	—	—	9,241	—	—	—	9,241
Repurchase of Stock Option Exercised	(123)	—	(1,040)	—	—	—	(1,040)
Sale of Shares in Secondary Offering	10	—	160	—	—	—	160
Secondary Offering Costs	—	—	(388)	—	—	—	(388)
Purchase of Treasury Stock	(1,000)	—	—	(11,435)	—	—	(11,435)
Net loss	—	—	—	—	(16,134)	—	(16,134)
Other comprehensive income	—	—	—	—	—	188	188
Balance—December 31, 2013	20,926	\$ 2	\$ 171,123	\$ (11,435)	\$ (29,292)	\$ 845	\$ 131,243
Stock Issued Upon the Exercise of Stock Options	116	—	669	—	—	—	669
Restricted Stock Award Vesting	287	—	—	—	—	—	—
Stock-based Compensation Expense	—	—	6,762	—	—	—	6,762
Net loss	—	—	—	—	(73,706)	—	(73,706)
Other comprehensive loss	—	—	—	—	—	(1,523)	(1,523)
Balance—December 31, 2014	21,329	\$ 2	\$ 178,554	\$ (11,435)	\$ (102,998)	\$ (678)	\$ 63,445
Stock Issued Upon the Exercise of Stock Options	25	—	114	—	—	—	114
Restricted Stock Award Vesting	452	—	—	—	—	—	—
Stock-based Compensation Expense	—	—	7,195	—	—	—	7,195
Net loss	—	—	—	—	(46,796)	—	(46,796)
Other comprehensive loss	—	—	—	—	—	(1,548)	(1,548)
Balance—December 31, 2015	21,806	\$ 2	\$ 185,863	\$ (11,435)	\$ (149,794)	\$ (2,226)	\$ 22,410

See accompanying notes to consolidated financial statements

ROSETTA STONE INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Years Ended December 31,		
	2015	2014	2013
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net loss	\$ (46,796)	\$ (73,706)	\$ (16,134)
Adjustments to reconcile net loss to cash (used in) provided by operating activities:			
Stock-based compensation expense	7,195	6,762	9,241
Loss (gain) on foreign currency transactions	1,471	1,171	—
Bad debt expense	1,657	2,405	1,420
Depreciation and amortization	13,660	13,904	9,635
Deferred income tax expense (benefit)	849	(7,667)	(3,869)
(Gain) loss on disposal of equipment	(15)	184	278
Amortization of deferred financing costs	160	21	—
Loss on impairment	6,754	20,333	—
Loss from equity method investments	23	—	—
Gain on divestiture of subsidiary	(660)	—	—
Net change in:			
Restricted cash	43	(13)	(37)
Accounts receivable	26,376	(16,478)	(9,477)
Inventory	(1,253)	341	(108)
Deferred sales commissions	(4,121)	(7,268)	(4,245)
Prepaid expenses and other current assets	1,080	1,844	(878)
Income tax receivable	568	(147)	827
Other assets	(684)	446	(68)
Accounts payable	(8,636)	8,394	3,702
Accrued compensation	(5,485)	(4,494)	(897)
Other current liabilities	(14,223)	11,318	4,250
Other long-term liabilities	(486)	459	481
Deferred revenue	16,878	48,864	13,947
Net cash (used in) provided by operating activities	(5,645)	6,673	8,068
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchases of property and equipment	(8,856)	(9,736)	(8,941)
Proceeds from sale of fixed assets	1,642	—	—
Decrease (increase) in restricted cash for Vivity acquisition	—	12,314	(12,314)
Acquisitions, net of cash acquired	(1,688)	(41,687)	(25,675)
Net cash outflow from divestiture of subsidiary	(186)	—	—
Other investing activities	(286)	—	—
Net cash used in investing activities	(9,374)	(39,109)	(46,930)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from the exercise of stock options	114	669	2,457
Repurchase of shares from exercised stock options	—	—	(1,040)
Purchase of treasury stock	—	—	(11,435)
Proceeds from equity offering, net of issuance costs	—	—	(228)
Deferred financing costs	(130)	(381)	—
Payments under capital lease obligations	(711)	(593)	(241)
Net cash used in financing activities	(727)	(305)	(10,487)
Increase (decrease) in cash and cash equivalents	(15,746)	(32,741)	(49,349)
Effect of exchange rate changes in cash and cash equivalents	(1,129)	(1,427)	(16)
Net increase (decrease) in cash and cash equivalents	(16,875)	(34,168)	(49,365)
Cash and cash equivalents—beginning of year	64,657	98,825	148,190
Cash and cash equivalents—end of year	\$ 47,782	\$ 64,657	\$ 98,825
SUPPLEMENTAL CASH FLOW DISCLOSURE:			
Cash paid during the periods for:			
Interest	\$ 218	\$ 211	\$ 18
Income taxes, net of refund	\$ 601	\$ 1,722	\$ 3,290
Noncash financing and investing activities:			

Accrued purchase price of business acquisition	\$	—	\$	—	\$	3,375
Accrued liability for purchase of property and equipment	\$	258	\$	561	\$	192
Equipment acquired under capital lease	\$	462	\$	—	\$	702

See accompanying notes to consolidated financial statements

ROSETTA STONE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. NATURE OF OPERATIONS

Rosetta Stone Inc. and its subsidiaries ("Rosetta Stone," or the "Company") develop, market and support a suite of language-learning, literacy, and brain fitness solutions consisting of perpetual software products, web-based software subscriptions, online and professional services, audio practice tools and mobile applications. The Company's offerings are sold on a direct basis and through select third party retailers and distributors. The Company provides its solutions to customers through the sale of packaged software and web-based software subscriptions, domestically and in certain international markets.

In early 2015, the Company announced a plan (the "2015 Restructuring Plan") to accelerate growth in and prioritize its focus on the Enterprise & Education segment, emphasizing Corporate and K-12 learners who need to speak and read English. In addition, the Company's Consumer segment would focus on serving the needs of more passionate language learners rather than addressing the entire mass marketplace. In the first quarter of 2015, the Company began reductions to areas including Consumer sales and marketing, Consumer product investment, and general and administrative costs. See Note 2 "Summary of Significant Accounting Policies," Note 13 "Restructuring," Note 17 "Segment Information" and Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations" within Part II for additional information about these strategic undertakings and the associated impact to the Company's financial statements and financial results.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of Rosetta Stone Inc. and its wholly owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation. For comparative purposes, certain amounts in the 2014 consolidated balance sheet have been reclassified to conform to the 2015 presentation. See "Recently Issued Accounting Standards" below regarding the impact of our adoption of Accounting Standards Update No. 2015-17 on the classification of deferred tax amounts in our consolidated balance sheets.

The equity method is used to account for investments in entities if the investment provides the Company with the ability to exercise significant influence over operating and financial policies of the investee. The Company determines its level of influence over an equity method investment by considering key factors such as ownership interest, representation on a governance body, participation in policy-making decisions, and technological dependencies. The Company's proportionate share of the net income or loss of any equity method investments is reported in "Other income and (expense)" and included in the net loss on the consolidated statements of operations. The carrying value of any equity method investment is reported in "Other assets" on the consolidated balance sheets.

Use of Estimates

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America, requires management to make certain estimates and assumptions. The amounts reported in the consolidated financial statements include significant estimates and assumptions that have been made, including, but not limited to, those related to revenue recognition, allowance for doubtful accounts, estimated sales returns and reserves, stock-based compensation, restructuring costs, fair value of intangibles and goodwill, disclosure of contingent assets and liabilities, disclosure of contingent litigation, and allowance for valuation of deferred tax assets. The Company bases its estimates and assumptions on historical experience and on various other judgments that are believed to be reasonable under the circumstances. The Company continuously evaluates its estimates and assumptions. Actual results may differ from these estimates and assumptions.

Revenue Recognition

The Company's primary sources of revenue are web-based software subscriptions, online services, perpetual product software, and bundles of perpetual product software and online services. The Company also generates revenue from the sale of audio practice products, mobile applications, and professional services. Revenue is recognized when all of the following criteria are met: there is persuasive evidence of an arrangement; the product has been delivered or services have been rendered; the fee is fixed or determinable; and collectability is reasonably assured. Revenue is recorded net of discounts.

The Company identifies the units of accounting contained within sales arrangements in accordance with Accounting Standards Codification ("ASC") subtopic 605-25 *Revenue Recognition - Multiple Element Arrangements* ("ASC 605-25"). In

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

doing so, the Company evaluates a variety of factors including whether the undelivered element(s) have value to the customer on a stand-alone basis or if the undelivered element(s) could be sold by another vendor on a stand-alone basis.

For multiple element arrangements that contain perpetual software products and related online services, the Company allocates the total arrangement consideration to its deliverables based on the existence of vendor-specific objective evidence of fair value, or vendor-specific objective evidence ("VSOE"), in accordance with ASC subtopic 985-605-25 *Software: Revenue Recognition-Multiple-Element Arrangements* ("ASC 985-605-25"). The Company generates a substantial portion of its Consumer revenue from the CD and digital download formats of the Rosetta Stone language-learning product which is typically a multiple-element arrangement that includes two deliverables: the perpetual software, delivered at the time of sale, and the online service, which is considered an undelivered software-related element. The online service includes access to conversational coaching services. Because the Company only sells the perpetual language-learning software on a stand-alone basis in its homeschool version, the Company does not have a sufficient concentration of stand-alone sales to establish VSOE for the perpetual product. Where VSOE of the undelivered online services can be established, arrangement consideration is allocated using the residual method. The Company determines VSOE by reference to the range of comparable stand-alone renewal sales of the online service. The Company reviews these stand-alone sales on a quarterly basis. VSOE is established if at least 80% of the stand-alone sales are within a range of plus or minus 15% of a midpoint of the range of prices, consistent with generally accepted industry practice. Where VSOE of the undelivered online services cannot be established, revenue is deferred and recognized commensurate with the delivery of the online services.

For non-software multiple element arrangements the Company allocates revenue to all deliverables based on their relative selling prices. The Company's non-software multiple element arrangements primarily occur as sales to its Enterprise & Education customers. These arrangements can include web-based subscription services, audio practice materials and professional services or any combination thereof. The Company does not have a sufficient concentration of stand-alone sales of the various deliverables noted above to its Enterprise & Education customers, and therefore cannot establish VSOE for each deliverable. Third party evidence of fair value does not exist for the web-based subscription, audio practice and professional services due to the lack of interchangeable language-learning products and services within the market. Accordingly, the Company determines the relative selling price of the web-based subscription, audio practice tools and professional services deliverables included in its non-software multiple element arrangements using the best estimated selling price. The Company determines the best estimated selling price based on its internally published price list which includes suggested sales prices for each deliverable based on the type of client and volume purchased. This price list is derived from past experience and from the expectation of obtaining a reasonable margin based on what each deliverable costs the Company.

In the U.S. and Canada, the Company offers consumers who purchase packaged software and audio practice products directly from the Company a 30-day, unconditional, full money-back refund. The Company also permits some of our retailers and distributors to return unsold packaged products, subject to certain limitations. In accordance with ASC subtopic 985-605, *Software: Revenue Recognition* ("ASC 985-605"), the Company estimates and establishes revenue reserves for packaged product returns at the time of sale based on historical return rates, estimated channel inventory levels, the timing of new product introductions and other factors.

The Company distributes its products and services both directly to the end customer and indirectly through resellers. Resellers earn commissions generally calculated as a fixed percentage of the gross sale to the end customer. The Company evaluates each of its reseller relationships in accordance with ASC subtopic 605-45, *Revenue Recognition - Principal Agent Considerations* ("ASC 605-45") to determine whether the revenue recognized from indirect sales should be the gross amount of the contract with the end customer or reduced for the reseller commission. In making this determination the Company evaluates a variety of factors including whether it is the primary obligor to the end customer. Revenue is recorded net of taxes.

Revenue for online services and web-based subscriptions is recognized ratably over the term of the service or subscription period, assuming all revenue recognition criteria have been met. The CD and digital download formats of Rosetta Stone language-learning products are bundled with a short-term online service where customers are allowed to begin their short-term online services at any point during a registration window, which is up to six months from the date of purchase from us or an authorized reseller. The short-term online services that are not activated during this registration window are forfeited and revenue is recognized upon expiry. Revenue from non-refundable upfront fees that are not related to products already delivered or services already performed is deferred and recognized over the term of the related arrangement because the period over which a customer is expected to benefit from the service that is included within our subscription arrangements does not extend beyond the contractual period. Accounts receivable and deferred revenue are recorded at the time a customer enters into a binding subscription agreement.

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Software products include sales to end user customers and resellers. In many cases, revenue from sales to resellers is not contingent upon resale of the software to the end user and is recorded in the same manner as all other product sales. Revenue from sales of packaged software products and audio practice products is recognized as the products are shipped and title passes and risks of loss have been transferred. For many product sales, these criteria are met at the time the product is shipped. For some sales to resellers and certain other sales, the Company defers revenue until the customer receives the product because the Company legally retains a portion of the risk of loss on these sales during transit. In other cases where packaged software products are sold to resellers on a consignment basis, revenue is recognized for these consignment transactions once the end user sale has occurred, assuming the remaining revenue recognition criteria have been met. In accordance with ASC subtopic 605-50, *Revenue Recognition: Customer Payments and Incentives* ("ASC 605-50"), cash sales incentives to resellers are accounted for as a reduction of revenue, unless a specific identified benefit is identified and the fair value is reasonably determinable. Price protection for changes in the manufacturer suggested retail value granted to resellers for the inventory that they have on hand at the date the price protection is offered is recorded as a reduction to revenue at the time of sale.

The Company offers customers the ability to make payments for packaged software purchases in installments over a period of time, which typically ranges between three and five months. Given that these installment payment plans are for periods less than 12 months, a successful collection history has been established and these fees are fixed and determinable, revenue is recognized at the time of sale, assuming the remaining revenue recognition criteria have been met.

In connection with packaged software product sales and web-based software subscriptions, technical support is provided to customers, including customers of resellers, via telephone support at no additional cost for up to six months from the time of purchase. As the fee for technical support is included in the initial licensing fee, the technical support and services are generally provided within one year, the estimated cost of providing such support is deemed insignificant and no unspecified upgrades/enhancements are offered, technical support revenue is recognized together with the software product and web-based software subscription revenue. Costs associated with the technical support are accrued at the time of sale.

Sales commissions from non-cancellable web-based software subscription contracts are deferred and amortized in proportion to the revenue recognized from the related contract.

Divestitures

The Company deconsolidates divested subsidiaries when there is a loss of control or when appropriate when evaluated under the variable interest entity model. The Company recognizes a gain or loss at divestiture equal to the difference between the fair value of any consideration received and the carrying amount of the former subsidiary's assets and liabilities. Any resulting gain or loss is reported in "Other income and (expense)" on the consolidated statement of operations.

Business Combinations

The Company recognizes all of the assets acquired, liabilities assumed and contractual contingencies from an acquired company as well as contingent consideration at fair value on the acquisition date. The excess of the total purchase price over the fair value of the assets and liabilities acquired is recognized as goodwill. Acquisition-related costs are recognized separately from the acquisition and expensed as incurred. Generally, restructuring costs incurred in periods subsequent to the acquisition date are expensed when incurred. Subsequent changes to the purchase price (i.e., working capital adjustments) or other fair value adjustments determined during the measurement period are recorded as adjustments to goodwill.

Cash and Cash Equivalents

Cash and cash equivalents consist of highly liquid investments with original maturities of three months or less and demand deposits with financial institutions.

Restricted Cash

Restricted cash is generally used to reimburse funds to employees under the Company's flexible benefit plan.

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable consist of amounts due to the Company from its normal business activities. The Company provides an allowance for doubtful accounts to reflect the expected non-collection of accounts receivable based on past collection history and specific risks identified.

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Inventories

Inventories are stated at the lower of cost, determined on a first-in first-out basis, or market. The Company reviews inventory for excess quantities and obsolescence based on its best estimates of future demand, product lifecycle status and product development plans. The Company uses historical information along with these future estimates to establish a new cost basis for obsolete and potential obsolete inventory.

Concentrations of Credit Risk

Accounts receivable and cash and cash equivalents subject the Company to its highest potential concentrations of credit risk. The Company reserves for credit losses and does not require collateral on its trade accounts receivable. In addition, the Company maintains cash and investment balances in accounts at various banks and brokerage firms. The Company has not experienced any losses on cash and cash equivalent accounts to date.

The Company sells its offerings to retailers, resellers, government agencies, and individual consumers and extends credit based on an evaluation of the customer's financial condition, and may require collateral, such as letters of credit, in certain circumstances. Exposure to losses on receivables is principally dependent on each customer's financial condition. The Company monitors its exposure for credit losses and maintains allowances for anticipated losses. No customer accounted for more than 10% of the Company's revenue during the years ended December 31, 2015, 2014 or 2013. The four largest distributor and reseller receivable balances collectively represented 30% and 33% of accounts receivable as of December 31, 2015 and 2014, respectively, with one customer that accounted for 17% and 18% of accounts receivable as of December 31, 2015 and 2014, respectively. The Company maintains trade credit insurance for certain customers to provide coverage, up to a certain limit, in the event of insolvency of some customers.

Fair Value of Financial Instruments

The Company values its assets and liabilities using the methods of fair value as described in ASC topic 820, *Fair Value Measurements and Disclosures*, ("ASC 820"). ASC 820 establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. The three levels of the fair value hierarchy are described below:

Level 1: Quoted prices for identical instruments in active markets.

Level 2: Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value drivers are observable.

Level 3: Significant inputs to the valuation model are unobservable.

The carrying amounts reported in the consolidated balance sheets for cash and cash equivalents, restricted cash, accounts receivable, accounts payable and other accrued expenses approximate fair value due to relatively short periods to maturity.

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation. Depreciation on property, leasehold improvements, equipment, and software is computed on a straight-line basis over the estimated useful lives of the assets, as follows:

Software	3 years
Computer equipment	3-5 years
Automobiles	5 years
Furniture and equipment	5-7 years
Building	39 years
Building improvements	15 years
Leasehold improvements	lesser of lease term or economic life
Assets under capital leases	lesser of lease term or economic life

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Expenses for repairs and maintenance that do not extend the life of equipment are charged to expense as incurred. Expenses for major renewals and betterments, which significantly extend the useful lives of existing property and equipment, are capitalized and depreciated. Upon retirement or disposition of property and equipment, the cost and related accumulated depreciation are removed from the accounts and any resulting gain or loss is recognized.

Valuation of Long-Lived Assets

In accordance with ASC topic 360, *Property, Plant and Equipment* ("ASC 360"), the Company evaluates the recoverability of its long-lived assets. ASC 360 requires recognition of impairment of long-lived assets in the event that the net book value of such assets exceeds the future undiscounted net cash flows attributable to such assets. Impairment, if any, is recognized in the period of identification to the extent the carrying amount of an asset exceeds the fair value of such asset. During the years ended December 31, 2015 and 2014, the Company recorded impairment expense of \$1.1 million and \$0.2 million, respectively, related to the abandonment of a previously capitalized internal-use software projects. There were no impairments of its long-lived assets during the year ended December 31, 2013.

Intangible Assets

Intangible assets consist of acquired technology, including developed and core technology, customer related assets, trade name and trademark, and other intangible assets. Those intangible assets with finite lives are recorded at cost and amortized on a straight line basis over their expected lives in accordance with ASC topic 350, *Intangibles—Goodwill and Other* ("ASC 350"). Annually, as of December 31, and more frequently if a triggering event occurs, the Company reviews its indefinite-lived intangible asset for impairment in accordance with ASC 350. This guidance provides the option to first assess qualitative factors to determine whether it is more likely than not that an indefinite-lived intangible asset is impaired as a basis for determining whether it is necessary to perform the quantitative test. If necessary, the quantitative test is performed by comparing the fair value of indefinite lived intangible assets to the carrying value. In the event the carrying value exceeds the fair value of the assets, the assets are written down to their fair value. The Rosetta Stone trade name is the Company's only indefinite-lived intangible asset.

During the fourth quarter of 2015, the Company elected to bypass the qualitative assessment and performed the quantitative assessment. In the quantitative assessment, the fair value of the Rosetta Stone trade name has declined due to the reduction in forecasted revenue and bookings from both the Enterprise & Education Language and the Consumer Language reporting units, however, the fair value exceeded the carrying value. There has been no impairment of intangible assets during any of the periods presented.

Goodwill

Goodwill represents purchase consideration paid in a business combination that exceeds the values assigned to the net assets of acquired businesses. The Company tests goodwill for impairment annually on June 30 of each year or more frequently if impairment indicators arise. Goodwill is tested for impairment at the reporting unit level using a fair value approach, in accordance with the provisions of ASC 350. This guidance provides the option to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value, a "Step 0" analysis. If, based on a review of qualitative factors, it is more likely than not that the fair value of a reporting unit is less than its carrying value the Company performs "Step 1" of the traditional two-step goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount. If the carrying value exceeds the fair value, the Company measures the amount of impairment loss, if any, by comparing the implied fair value of the reporting unit goodwill with its carrying amount, the "Step 2" analysis.

During the fourth quarter of 2015, the Company determined that sufficient indication existed to require performance of an interim goodwill impairment analysis for the Consumer Fit Brains reporting unit. As a result, the Company recorded an impairment loss of \$5.6 million associated with the interim impairment assessment of the Consumer Fit Brains reporting unit as of December 31, 2015. During the fourth quarter of 2015, the Company also determined that sufficient indication existed to require performance of an interim goodwill impairment analysis for the Enterprise & Education Language reporting unit beginning with a Step 1 analysis. While this analysis did indicate that the fair value of the Enterprise & Education Language reporting unit declined, the fair value is still greater than the carrying value of this reporting unit. Since the Enterprise & Education Language reporting unit passed the Step 1 test, no further analysis or testing under Step 2 was necessary and no impairment charges were recorded in connection with this interim impairment assessment of this reporting unit.

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

In the first quarter of 2014, the Company determined sufficient indication existed to require performance of an interim goodwill impairment analysis for the then extant Rest of World Consumer reporting unit. As a result, the Company recorded a goodwill impairment loss of \$2.2 million, which represented a full impairment of Rest of World Consumer's goodwill. In the fourth quarter of 2014, the Company determined sufficient indication existed to require performance of an interim goodwill impairment analysis for the then extant North America Consumer Language reporting unit. As a result of this test, the Company recorded a goodwill impairment loss of \$18.0 million, which represented a full impairment of North America Consumer Language's goodwill.

For income tax purposes, the goodwill balances with tax basis are amortized over a period of 15 years.

Guarantees

Indemnifications are provided of varying scope and size to certain Enterprise & Education customers against claims of intellectual property infringement made by third parties arising from the use of its products. The Company has not incurred any costs or accrued any liabilities as a result of such obligations.

Cost of Product and Subscription and Service Revenue

Cost of product revenue consists of the direct and indirect materials and labor costs to produce and distribute the Company's products. Such costs include packaging materials, computer headsets, freight, inventory receiving, personnel costs associated with product assembly, third-party royalty fees and inventory storage, obsolescence and shrinkage. The Company believes cost of subscription and service revenue primarily represents costs associated with supporting the web-based subscription services, which includes online language conversation coaching, hosting costs and depreciation. Also included are the costs of credit card processing and customer technical support in both cost of product revenue and cost of subscription and service revenue.

Research and Development

Research and development expenses include employee compensation costs, consulting fees and overhead costs associated with the development of our solutions. The Company develops the majority of its language-learning software products for perpetual sale to external customers. The Company considers technological feasibility to be established when all planning, designing, coding, and testing has been completed according to design specifications. The Company has determined that technological feasibility for such software products is reached shortly before the products are released to manufacturing. Costs incurred after technological feasibility is established have not been material, and accordingly, the Company has expensed all research and development costs when incurred.

Software Developed for Internal Use

The Company capitalizes software development costs related to certain of its software platforms developed exclusively to provide its web-based subscription services and other general and administrative use software in accordance with ASC subtopic 350-40: *Internal-Use Software*. Development costs for internal-use software are expensed as incurred until the project reaches the application development stage. Internal-use software is defined to have the following characteristics: (a) the software is internally developed, or modified solely to meet the entity's internal needs, and (b) during the software's development or modification, no substantive plan exists or is being developed to market the software externally. Internally developed software is amortized over a three-year useful life.

For the years ended December 31, 2015, 2014 and 2013, the Company capitalized \$7.1 million, \$8.8 million, and \$4.8 million in internal-use software, respectively.

For the years ended December 31, 2015, 2014 and 2013, the Company recorded amortization expense relating to internal-use software of \$4.8 million, \$3.4 million, and \$1.8 million, respectively.

Income Taxes

The Company accounts for income taxes in accordance with ASC topic 740, *Income Taxes* ("ASC 740"), which provides for an asset and liability approach to accounting for income taxes. Deferred tax assets and liabilities represent the future tax consequences of the differences between the financial statement carrying amounts of assets and liabilities versus the tax basis of assets and liabilities. Under this method, deferred tax assets are recognized for deductible temporary differences, and operating loss and tax credit carryforwards. Deferred liabilities are recognized for taxable temporary differences. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

deferred tax assets will not be realized. The impact of tax rate changes on deferred tax assets and liabilities is recognized in the year that the change is enacted.

Significant judgment is required to determine whether a valuation allowance is necessary and the amount of such valuation allowance, if appropriate. The valuation allowance is reviewed at each reporting period and is maintained until sufficient positive evidence exists to support a reversal.

When assessing the realization of the Company's deferred tax assets, the Company considers all available evidence, including:

- the nature, frequency, and severity of cumulative financial reporting losses in recent years;
- the carryforward periods for the net operating loss, capital loss, and foreign tax credit carryforwards;
- predictability of future operating profitability of the character necessary to realize the asset;
- prudent and feasible tax planning strategies that would be implemented, if necessary, to protect against the loss of the deferred tax assets; and
- the effect of reversing taxable temporary differences.

The evaluation of the recoverability of the deferred tax assets requires that the Company weigh all positive and negative evidence to reach a conclusion that it is more likely than not that all or some portion of the deferred tax assets will not be realized. The weight given to the evidence is commensurate with the extent to which it can be objectively verified. The more negative evidence that exists, the more positive evidence is necessary and the more difficult it is to support a conclusion that a valuation allowance is not needed.

The establishment of a valuation allowance has no effect on the ability to use the deferred tax assets in the future to reduce cash tax payments. The Company will continue to assess the likelihood that the deferred tax assets will be realizable at each reporting period and the valuation allowance will be adjusted accordingly, which could materially affect the Company's financial position and results of operations.

Stock-Based Compensation

The Company accounts for its stock-based compensation in accordance ASC topic 718, *Compensation—Stock Compensation* ("ASC 718"). Under ASC 718, all stock-based awards, including employee stock option grants, are recorded at fair value as of the grant date and recognized as expense in the statement of operations on a straight-line basis over the requisite service period, which is the vesting period.

Restructuring Costs

In the first quarter of 2015, as part of the 2015 Restructuring Plan, the Company announced and initiated actions to reduce headcount and other costs in order to support its strategic shift in business focus and address periods of loss. In connection with this plan, the Company incurred restructuring related costs, including employee severance and related benefit costs, contract termination costs, and other related costs. These costs are included within the Sales and marketing, Research and development, and General and administrative operating expense categories on the Company's consolidated statements of operations.

Employee severance and related benefit costs primarily include cash payments, outplacement services, continuing health insurance coverage, and other benefits. Where no substantive involuntary termination plan previously exists, these severance costs are generally considered "one-time" benefits and recognized at fair value in the period in which a detailed plan has been approved by management and communicated to the terminated employees. Severance costs pursuant to ongoing benefit arrangements, including termination benefits provided for in existing employment contracts, are recognized when probable and reasonably estimable.

Contract termination costs include penalties to cancel certain service and license contracts. Contract termination costs are recognized at fair value in the period in which the contract is terminated in accordance with the contract terms.

Other related costs generally include external consulting and legal costs associated with the strategic shift in business focus of the Company's Consumer business. Such costs are recognized at fair value in the period in which the costs are incurred.

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net Loss Per Share

Net loss per share is computed under the provisions of ASC topic 260, *Earnings Per Share*. Basic loss per share is computed using net loss and the weighted average number of shares of common stock outstanding. Diluted loss per share reflect the weighted average number of shares of common stock outstanding plus any potentially dilutive shares outstanding during the period. Potentially dilutive shares consist of shares issuable upon the exercise of stock options, restricted stock awards, restricted stock units and conversion of shares of preferred stock. Common stock equivalent shares are excluded from the diluted computation if their effect is anti-dilutive. When there is a net loss, there is a presumption that there are no dilutive shares as these would be anti-dilutive.

The following table sets forth the computation of basic and diluted net loss per common share:

	Years Ended December 31,		
	2015	2014	2013
	(dollars in thousands, except per share amounts)		
<i>Numerator:</i>			
Net loss	\$ (46,796)	\$ (73,706)	\$ (16,134)
<i>Denominator:</i>			
Common shares and equivalents outstanding:			
Basic weighted average shares	21,571	21,253	21,528
Diluted weighted average shares	21,571	21,253	21,528
Loss per share:			
Basic	\$ (2.17)	\$ (3.47)	\$ (0.75)
Diluted	\$ (2.17)	\$ (3.47)	\$ (0.75)

For the years ended December 31, 2015, 2014 and 2013, no common stock equivalent shares were included in the calculation of the Company's diluted net loss per share. The following is a summary of common stock equivalents for the securities outstanding during the respective periods that have been excluded from the earnings per share calculations as their impact was anti-dilutive.

	Years Ended December 31,		
	2015	2014	2013
	(in thousands)		
Stock options	35	67	279
Restricted stock units	39	103	90
Restricted stocks	82	89	248
Total common stock equivalent shares	156	259	617

Comprehensive (Loss) Income

Comprehensive (loss) income consists of net loss and other comprehensive (loss) income. Other comprehensive (loss) income refers to revenues, expenses, gains, and losses that are not included in net loss, but rather are recorded directly in stockholders' equity. For the years ended December 31, 2015, 2014 and 2013, the Company's comprehensive (loss) income consisted of net loss and foreign currency translation gains (losses). The other comprehensive (loss) income presented in the consolidated financial statements and the notes are presented net of tax. There have been no tax expense or benefit associated with the components other comprehensive loss due to the presence of a full valuation allowance for each of the years ended December 31, 2015, 2014 and 2013.

ROSETTA STONE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Components of accumulated other comprehensive loss as of December 31, 2015 are as follows (in thousands):

	<u>Foreign Currency</u>	<u>Total</u>
Balance at beginning of period	\$ (678)	\$ (678)
Other comprehensive loss before reclassifications	(2,003)	(2,003)
Amounts reclassified from accumulated other comprehensive loss related to divestiture of foreign subsidiary	455	455
Net current period other comprehensive loss	(1,548)	(1,548)
Accumulated other comprehensive loss	<u>\$ (2,226)</u>	<u>\$ (2,226)</u>

Upon divestiture of an investment in a foreign entity, the amount attributable to the accumulated translation adjustment component of that foreign entity is removed as a component of other comprehensive loss and reported as part of the gain or loss on sale or liquidation of the investment. During the year ended December 31, 2015, a transfer of \$0.5 million was made from accumulated other comprehensive loss and recognized as a gain within net income related to the divestiture of a foreign subsidiary.

Foreign Currency Translation and Transactions

The functional currency of the Company's foreign subsidiaries is their local currency. Accordingly, assets and liabilities of the foreign subsidiaries are translated into U.S. dollars at exchange rates in effect on the balance sheet date. Income and expense items are translated at average rates for the period. Translation adjustments are recorded as a component of other comprehensive loss in stockholders' equity.

Cash flows of consolidated foreign subsidiaries, whose functional currency is the local currency, are translated to U.S. dollars using average exchange rates for the period. The Company reports the effect of exchange rate changes on cash balances held in foreign currencies as a separate item in the reconciliation of the changes in cash and cash equivalents during the period.

Advertising Costs

Costs for advertising are expensed as incurred. Advertising expense for the years ended December 31, 2015, 2014, and 2013 were \$46.9 million, \$79.6 million and \$63.6 million, respectively.

Recently Issued Accounting Standards

During 2015, the Company adopted the following recently issued Accounting Standard Updates ("ASU"):

In November 2015, the Financial Accounting Standards Board ("FASB") issued ASU No. 2015-17, *Income Taxes (Topic 740) Balance Sheet Classification of Deferred Taxes* ("ASU 2015-17"). ASU 2015-17 simplifies the presentation of deferred income taxes and requires non-current classification of all deferred tax assets and liabilities in a classified statement of financial position. Deferred income taxes were previously required to be classified as current or non-current on the consolidated balance sheets. The standard is effective for fiscal years beginning after December 15, 2016, including interim periods within that reporting period. Early adoption is permitted for any interim and annual financial statements that have not yet been issued. The amendments may be applied prospectively or retrospectively. The Company early adopted ASU 2015-17 effective January 1, 2015, retrospectively. Other than the following reclassifications and related disclosures, the adoption of ASU 2015-17 had no other impacts on the Company's consolidated financial statements and disclosures which resulted in the following adjustments to the December 31, 2014 consolidated balance sheet (amounts in thousands):

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

	As of December 31, 2014		
	As Previously Reported	Impact of Adopting ASU 2015-17	As Adjusted
Prepaid expenses and other current assets	\$ 5,038	\$ (196)	\$ 4,842
Total current assets	\$ 164,279	\$ (196)	\$ 164,083
Other assets	\$ 1,525	\$ (35)	\$ 1,490
Total assets	\$ 288,404	\$ (231)	\$ 288,173
Other current liabilities	\$ 56,157	\$ (2,899)	\$ 53,258
Total current liabilities	\$ 186,009	\$ (2,899)	\$ 183,110
Deferred income taxes	\$ 1,554	\$ 2,668	\$ 4,222
Total liabilities	\$ 224,959	\$ (231)	\$ 224,728
Total liabilities and stockholders' equity	\$ 288,404	\$ (231)	\$ 288,173

In April 2014, the FASB issued ASU No. 2014-08, *Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360): Reporting Discontinued Operations and Disclosures of Disposals of Components of Equity* ("ASU 2014-08"), which amends the definition of a discontinued operation and requires entities to provide additional disclosures about discontinued operations as well as disposal transactions that do not meet the discontinued operations criteria. The new guidance changes the definition of a discontinued operation and requires discontinued operations treatment for disposals of a component or group of components that represents a strategic shift that has or will have a major impact on an entity's operations or financial results. ASU 2014-08 is effective prospectively for all disposals (except disposals classified as held for sale before the adoption date) or components initially classified as held for sale in periods beginning on or after December 15, 2014; earlier adoption is permitted. The Company adopted ASU 2014-08 effective January 1, 2015 and adoption did not have a material impact on the Company's consolidated financial condition, results of operations or cash flows.

The following ASUs were recently issued but have not yet been adopted by the Company:

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* ("ASU 2016-02"). Under ASU 2016-02, entities will be required to recognize a lease liability and a right-of-use asset for all leases. Lessor accounting is largely unchanged. ASU 2016-02 is effective for public entities in fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. Early adoption is permitted. The Company is in the process of evaluating the impact of the new guidance on the Company's consolidated financial statements and disclosures.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments-Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities* ("ASU 2016-01"). ASU 2016-01 changes how entities measure certain equity investments and present changes in the fair value of financial liabilities measured under the fair value option that are attributable to their own credit. Under the new guidance, entities will be required to measure equity investments that do not result in consolidation and are not accounted for under the equity method at fair value and recognize any changes in fair value in net income unless the investments qualify for the new practicability exception. The accounting for other financial instruments, such as loans and investments in debt securities is largely unchanged. ASU 2016-01 is effective for public entities in fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. The Company does not believe that the adoption of this guidance will have a material impact on the Company's consolidated financial statements and disclosures.

In April 2015, the Financial Accounting Standards Board ("FASB") issued ASU No. 2015-05, *Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40): Customer's Accounting for Fees Paid in a Cloud Computing Arrangement* ("ASU 2015-05"). ASU 2015-05 provides guidance regarding whether a cloud computing arrangement includes a software license. If a cloud computing arrangement includes a software license, then the entity should account for the software license element of the arrangement consistent with the acquisition of other software licenses. If a cloud computing arrangement does not include a software license, the entity should account for the arrangement as a service contract. ASU 2015-05 does not change the accounting for service contracts. ASU 2015-05 is effective for fiscal years, including interim periods within those fiscal years, beginning after December 15, 2015. Early adoption is permitted. The Company does not expect to early adopt the guidance and does not believe that the adoption of this guidance will have a material impact on the Company's consolidated financial statements and disclosures.

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

In April 2015, the FASB issued ASU No. 2015-03, *Interest - Imputation of Interest (Subtopic 835-30) Simplifying the Presentation of Debt Issuance Costs* ("ASU 2015-03"). ASU 2015-03 requires that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. The recognition and measurement guidance for debt issuance costs are not affected by the amendments in ASU 2015-03. ASU 2015-03 will be effective for interim and annual financial statements issued for fiscal years beginning after December 15, 2015. Early adoption is permitted for financial statements that have not been previously issued. The Company does not believe that the adoption of this guidance will have a material impact on the Company's consolidated financial statements and disclosures.

In August 2014, the FASB issued ASU No. 2014-15, *Presentation of Financial Statements - Going Concern (Subtopic 205-40)* ("ASU 2014-15"). ASU 2014-15 addresses management's responsibility to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern and to provide related footnote disclosures. Management's evaluation should be based on relevant conditions and events that are known and reasonably knowable at the date that the financial statements are issued. ASU 2014-15 will be effective for the first interim period within annual reporting periods beginning after December 15, 2016. Early adoption is permitted. The Company does not expect to early adopt this guidance and does not believe that the adoption of this guidance will have a material impact on the Company's financial statements and disclosures.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)* ("ASU 2014-09"), which replaces the current revenue accounting guidance. ASU 2014-09 is effective for annual periods beginning after December 15, 2016. In August 2015, the FASB issued ASU No. 2015-14, *Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date* ("ASU 2015-14") which defers the effective date of the updated guidance on revenue recognition by one year to make ASU 2014-09 effective for annual periods beginning after December 31, 2017. The core principle of ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. To achieve that core principle, an entity should apply a five step model to 1) identify the contract(s) with a customer, 2) identify the performance obligations in the contract, 3) determine the transaction price, 4) allocate the transaction price to the performance obligations in the contract and 5) recognize revenue when (or as) the entity satisfies a performance obligation. Entities may choose from two adoption methods, with certain practical expedients. The Company expects that it will adopt this new guidance beginning in the first quarter of 2018 and is currently evaluating the appropriate transition method and any impact of the new guidance on the Company's consolidated financial statements and disclosures.

3. INVENTORY

Inventory consisted of the following (in thousands):

	As of December 31,	
	2015	2014
Raw materials	\$ 3,375	\$ 3,163
Finished goods	3,958	3,337
Total inventory	\$ 7,333	\$ 6,500

ROSETTA STONE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

4. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following (in thousands):

	As of December 31,	
	2015	2014
Land	\$ 893	\$ 950
Buildings and improvements	9,573	12,477
Leasehold improvements	1,477	1,408
Computer equipment	16,508	16,400
Software	34,478	31,240
Furniture and equipment	3,115	3,457
	66,044	65,932
Less: accumulated depreciation	(43,512)	(40,655)
Property and equipment, net	\$ 22,532	\$ 25,277

In December 2015, the Company completed the sale of one of its two office buildings and associated building improvements located in Harrisonburg, Virginia. The office building and associated building improvements had a cost and net book value of \$2.5 million and \$1.6 million, respectively. The Company recognized a gain on sale of \$0.1 million based on a sales price of \$1.8 million and sales expenses of \$0.1 million. The gain on sale was included in "General and administrative" operating expense line item on the consolidated statements of operations for the year ended December 31, 2015.

The Company leases certain computer equipment, software, buildings, and machinery under capital lease agreements. As of December 31, 2015 and 2014, assets under capital lease included in property and equipment above was \$5.5 million and \$5.6 million, respectively. As of December 31, 2015 and 2014, accumulated depreciation and amortization relating to property and equipment under capital lease arrangements totaled \$1.5 million and \$1.0 million, respectively.

The Company recorded total depreciation and amortization expense for its property and equipment for the years ended December 31, 2015, 2014 and 2013 in the amount of \$8.5 million, \$7.6 million and \$7.8 million, respectively. Depreciation and amortization expense related to property and equipment includes depreciation related to its physical assets and amortization expense related to amounts capitalized in the development of internal-use software.

During the years ending December 31, 2015 and 2014, the Company recorded \$1.1 million and \$0.2 million, respectively, in impairment expense related to the abandonment of a previously capitalized internal-use software project. There were no impairment charges for the year ended December 31, 2013.

5. DIVESTITURES AND ACQUISITIONS**2015 Divestitures:**

As part of the shift in strategy initiated in early 2015, the Company determined that its ownership of the consumer-oriented Rosetta Stone Korea Ltd. ("RSK") entity no longer agreed with the Company's overall strategy to focus on the Enterprise & Education business. In September 2015, the Company completed the divestiture of 100% of the Company's capital stock of RSK to the current President of RSK for consideration equal to the assumption of RSK's net liabilities at the date of sale. This divestiture resulted in a pre-tax gain of \$0.7 million reported in "Other (expense) income" line of the consolidated statements of operations. This gain was comprised of a gain of \$0.2 million equal to the value of the net liabilities transferred and a \$0.5 million gain on the transfer of the foreign subsidiary's cumulative translation adjustment on the date of sale.

As part of the transaction, the Company has agreed to continue to provide to RSK certain of its online product offerings for resale and distribution and RSK is committed to purchase those products, for an initial term ending December 31, 2025. In addition, the Company has loaned RSK \$0.5 million as of October 2, 2015, which will be repaid in five equal installments due every six months beginning December 31, 2016. As a result of this loan receivable and the level of financial support it represents, the Company concluded that it holds a variable interest in RSK whereby the Company is not the primary beneficiary. The maximum exposure to loss as a result of this involvement in the variable interest entity is limited to the \$0.5 million amount of the loan.

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

5. DIVESTITURES AND ACQUISITIONS (Continued)

2014 Acquisitions:

In January 2014, the Company acquired Vivity Labs, Inc. and Tell Me More S.A. Under the acquisition method of accounting, the total purchase price was allocated to the tangible and intangible assets acquired on the basis of their respective estimated fair values at the date of acquisition. The valuation of the identifiable intangible assets and their useful lives acquired reflects management's estimates.

Vivity Labs Inc.

On January 2, 2014, the Company completed its acquisition of Vivity Labs Inc. (the "Vivity Merger" and "Vivity"). Vivity's principal business activity is the development of brain fitness games aimed at improving the user's cognitive function through activity, awareness and motivation through its flagship product, Fit Brains. The applications are designed for use on mobile, web and social platforms. Vivity's emphasis on mobile solutions is especially compatible with Rosetta Stone's focus on cloud-based technology to enable on-the-go learning. The aggregate amount of consideration paid by the Company was \$12.2 million in cash.

The acquisition of Vivity resulted in goodwill of approximately \$9.3 million, none of which is deductible for tax purposes. This amount represents the residual amount of the total purchase price after allocation to the assets acquired and liabilities assumed.

All expenditures incurred in connection with the Vivity Merger were expensed and are included in general and administrative expenses. Transaction costs incurred in connection with the Vivity Merger were \$57 thousand and \$51 thousand during the years ended December 31, 2014 and 2013, respectively. The results of operations for Vivity have been included in the consolidated results of operations since January 2, 2014.

The Company has allocated the purchase price based on current estimates of the fair values of assets acquired and liabilities assumed in connection with the Vivity Merger. The table below summarizes the estimates of fair value of the Vivity assets acquired, liabilities assumed and related deferred income taxes as of the acquisition date.

The Company finalized its allocation of the purchase price for Vivity as of December 31, 2014. The purchase price was allocated as follows (in thousands):

Cash	\$	14
Accounts receivable		452
Other current assets		(3)
Accounts payable and accrued expenses		(307)
Net deferred tax liability		(919)
Net tangible assets acquired		(763)
Goodwill		9,336
Amortizable intangible assets		3,577
Purchase price	\$	<u>12,150</u>

The acquired amortizable intangible assets and the related estimated useful lives consist of the following (in thousands):

	Estimated Useful Lives	Estimated Value January 2, 2014
Tradename	3 years	\$ 188
Technology platform	5 years	2,448
Customer relationships	3 years	941
Total assets		<u>\$ 3,577</u>

Tell Me More S.A.

On January 9, 2014, the Company completed its acquisition of Tell Me More S.A., (the "Tell Me More Merger" and "Tell Me More") a company organized under the laws of France. Tell Me More provides online language-learning subscriptions and

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

5. DIVESTITURES AND ACQUISITIONS (Continued)

learning services primarily to corporate and educational organizations. Tell Me More offers a robust suite of SaaS-based language-learning products and services that provide intermediate, advanced and business language solutions in nine languages. The Tell Me More Merger strengthens the Company's growing Enterprise & Education business and expands its global footprint. The aggregate amount of consideration paid by the Company was €22.1 million (\$30.2 million), including assumed net debt.

The Tell Me More Merger resulted in goodwill of approximately \$21.7 million, none of which is deductible for tax purposes. This amount represents the residual amount of the total purchase price after allocation to the assets acquired and liabilities assumed.

All expenditures incurred in connection with the Tell Me More Merger were expensed and are included in general and administrative expenses. Transaction costs incurred in connection with the Merger were \$1.0 million and \$0.5 million during the years ended December 31, 2014 and 2013, respectively. The results of operations for Tell Me More have been included in the consolidated results of operations since January 9, 2014.

The Company has allocated the purchase price based on current estimates of the fair values of assets acquired and liabilities assumed in connection with the Tell Me More Merger. The table below summarizes the estimates of fair value of the Tell Me More assets acquired, liabilities assumed and related deferred income taxes as of the acquisition date.

The Company finalized its allocation of the purchase price for Tell Me More as of December 31, 2014. The purchase price was allocated as follows (in thousands):

Cash	\$	2,323
Accounts receivable		2,979
Inventory		246
Prepaid expenses		243
Fixed assets		5,595
Other non-current assets		330
Accounts payable		(732)
Accrued compensation		(2,855)
Deferred revenue		(2,190)
Other current liabilities		(1,211)
Obligation under capital lease		(3,958)
Net deferred tax liability		(1,392)
Net tangible assets acquired		(622)
Goodwill		21,703
Amortizable intangible assets		9,105
Purchase price	\$	<u>30,186</u>

The acquired amortizable intangible assets and the related estimated useful lives consist of the following (in thousands):

	<u>Estimated Useful Lives</u>	<u>Estimated Value January 9, 2014</u>
Customer relationships	5 years	4,348
Technology platform	5 years	4,144
Tradenname	1 year	613
Total assets		<u>\$ 9,105</u>

2013 Acquisitions:

The Company acquired Livemocha Inc. and Lexia Learning Systems Inc. in April and August of 2013, respectively. Under the acquisition method of accounting, the total purchase price was allocated to the tangible and intangible assets acquired

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

5. DIVESTITURES AND ACQUISITIONS (Continued)

on the basis of their respective estimated fair values at the date of acquisition. The valuation of the identifiable intangible assets and their useful lives acquired reflects management's estimates.

Livemocha, Inc.

On April 1, 2013, the Company completed its acquisition of Livemocha, Inc. (the "Livemocha Merger" and "Livemocha"). Livemocha is one of the world's largest online language-learning communities with over 16 million registered members. The acquisition of Livemocha's technology platform has accelerated the Company's transition to cloud-based learning solutions and reinforced its leadership position in the competitive language-learning industry. The aggregate amount of consideration paid by the Company was \$8.4 million in cash.

The acquisition of Livemocha resulted in goodwill of approximately \$5.2 million, none of which is deductible for tax purposes. This amount represents the residual amount of the total purchase price after allocation to the assets acquired and liabilities assumed.

All expenditures incurred in connection with the Livemocha Merger were expensed and are included in general and administrative expenses. Transaction costs incurred in connection with the Livemocha Merger were \$0.4 million during the year ended December 31, 2013. The results of operations for Livemocha have been included in the consolidated results of operations since April 1, 2013.

The Company allocated the purchase price based on current estimates of the fair values of assets acquired and liabilities assumed in connection with the Livemocha Merger. The table below summarizes the estimates of fair value of the Livemocha assets acquired, liabilities assumed and related deferred income taxes as of the acquisition date.

The Company finalized its allocation of the purchase price for Livemocha as of March 31, 2014. The purchase price was allocated as follows (in thousands):

Cash	\$	191
Accounts receivable		227
Other current assets		93
Fixed assets		35
Accounts payable and accrued expenses		(956)
Deferred revenue		(743)
Net deferred tax liability		(1,161)
Net tangible assets acquired		(2,314)
Goodwill		5,185
Amortizable intangible assets		5,500
Purchase Price	\$	<u>8,371</u>

The acquired amortizable intangible assets and the related estimated useful lives consist of the following (in thousands):

	<u>Estimated Useful Lives</u>	<u>Estimated Value April 1, 2013</u>
Online community	3 years	\$ 1,800
Enterprise relationships	5 years	100
Technology platform	5 years	3,400
Tradename	2 years	200
Total assets		<u>\$ 5,500</u>

In connection with the Livemocha Merger, the Company recorded deferred tax liabilities related to definite-lived intangible assets that were acquired. As a result of this deferred tax liability balance, the Company reduced its deferred tax asset valuation allowance by \$1.2 million. Such reduction was recognized as an income tax benefit in the consolidated statement of operations for the year ended December 31, 2013.

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

5. DIVESTITURES AND ACQUISITIONS (Continued)

Lexia Learning Systems, Inc.

On August 1, 2013, the Company completed its acquisition of Lexia Learning Systems, Inc. (the "Lexia Merger" and "Lexia"). Lexia is one of the most trusted and established companies in the literacy technology market. The transaction marked the Company's first extension beyond language learning and took the Company deeper into the Education Technology industry. The aggregate amount of consideration paid by the Company was \$21.1 million in cash, net of working capital and deferred revenue adjustments, including a holdback of \$3.4 million with 50% of such holdback paid within 30 days of the Company filing its Form 10-K for the year ended December 31, 2013 and 50% of such holdback to be paid on the 18 month anniversary of the acquisition. The Company paid \$1.7 million of the holdback in April of 2014 and paid the remaining \$1.7 million in February 2015.

The acquisition of Lexia resulted in goodwill of approximately \$9.9 million, none of which is deductible for tax purposes. This amount represents the residual amount of the total purchase price after allocation to the assets acquired and liabilities assumed.

All expenditures incurred in connection with the Lexia Merger were expensed and are included in general and administrative expenses. Transaction costs incurred in connection with the Lexia Merger were \$0.1 million during the year ended December 31, 2013. The results of operations for Lexia have been included in the consolidated results of operations for the period since August 1, 2013.

The Company allocated the purchase price based on current estimates of the fair values of assets acquired and liabilities assumed in connection with the Lexia Merger. The table below summarizes the estimates of fair value of the Lexia assets acquired, liabilities assumed and related deferred income taxes as of the acquisition date.

The Company finalized its allocation of the purchase price for Lexia as of June 30, 2014. The purchase price was allocated as follows (in thousands):

Cash	\$	263
Accounts receivable		2,404
Other current assets		105
Fixed assets		255
Accounts payable and accrued expenses		(899)
Deferred revenue		(1,223)
Net deferred tax liability		(4,210)
Net tangible assets acquired		(3,305)
Goodwill		9,938
Amortizable intangible assets		14,500
Purchase price	\$	<u>21,133</u>

The acquired amortizable intangible assets and the related estimated useful lives consist of the following (in thousands):

	Estimated Useful Lives	Estimated Value August 1, 2013
Enterprise relationships	10 years	\$ 9,400
Technology platform	7 years	4,100
Tradenname	5 years	1,000
Total assets		<u>\$ 14,500</u>

In connection with the Lexia Merger, the Company recorded deferred tax liabilities related to definite-lived intangible assets that were acquired. As a result of this deferred tax liability balance, the Company reduced its deferred tax asset valuation allowance by \$4.2 million. Such reduction was recognized as an income tax benefit in the consolidated statement of operations for the year ended December 31, 2013.

ROSETTA STONE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

6. GOODWILL

The value of goodwill is primarily derived from the acquisition of Rosetta Stone Ltd. (formerly known as Fairfield & Sons, Ltd.) in January 2006, the acquisition of certain assets of SGLC International Co. Ltd ("SGLC") in November 2009, the acquisitions of Livemocha and Lexia in 2013, and the acquisitions of Vivity and Tell Me More in January 2014.

The Company tests goodwill for impairment annually on June 30 of each year at the reporting unit level using a fair value approach, in accordance with the provisions of ASC 350, or more frequently, if impairment indicators arise. The Company also routinely reviews goodwill at the reporting unit level for potential impairment.

Throughout 2015, the Company's reporting units were: Enterprise & Education Language, Enterprise & Education Literacy, Consumer Language, and Consumer Fit Brains. The combined Enterprise & Education Language and Enterprise & Education Literacy reporting units make up the Enterprise & Education operating and reportable segment. The combined Consumer Language and Consumer Fit Brains reporting units make up the Consumer operating and reportable segment.

During 2014, the Company's reporting units were: Enterprise & Education Language, Enterprise & Education Literacy, North America Consumer Language, Rest of World Consumer, and Consumer Fit Brains. Due to a shift in strategy in the first quarter of 2015, the Company reevaluated and restructured its reporting units, operating, and reportable segments as described above.

The following table shows the balance and changes in goodwill for the Company's reporting units for the years ended December 31, 2015 and 2014 (in thousands):

	Enterprise & Education		Consumer		Total
	Enterprise & Education Language	Enterprise & Education Literacy	Consumer Language	Consumer Fit Brains	
Balance as of January 1, 2014	\$ 19,926	\$ 9,962	\$ 20,171	\$ —	\$ 50,059
Acquisition of Vivity	—	—	—	9,336	9,336
Acquisition of Tell Me More	21,703	—	—	—	21,703
Impairment of Rest of World Consumer	—	—	(2,199)	—	(2,199)
Impairment of North America Consumer Language	—	—	(17,971)	—	(17,971)
Effect of change in foreign currency rate	(1,545)	—	(1)	(798)	(2,344)
Balance as of December 31, 2014	\$ 40,084	\$ 9,962	\$ —	\$ 8,538	\$ 58,584
Impairment of Consumer Fit Brains	—	—	—	(5,604)	(5,604)
Effect of change in foreign currency rate	(1,384)	—	—	(1,316)	(2,700)
Balance as of December 31, 2015	<u>\$ 38,700</u>	<u>\$ 9,962</u>	<u>\$ —</u>	<u>\$ 1,618</u>	<u>\$ 50,280</u>

2015 Activity

Annual Impairment Testing of Goodwill

In connection with the annual goodwill impairment analysis performed as of June 30, 2015, the Company exercised its option to bypass Step 0 and began the annual test with Step 1. The Company determined that the fair values of the Enterprise & Education Literacy, Enterprise & Education Language, and Consumer Fit Brains reporting units exceeded their carrying values. As a result of the 2015 annual impairment test, no goodwill impairment charges were recorded as of June 30, 2015.

Interim Impairment Review

During the fourth quarter of 2015, the Company determined that sufficient indication existed to require performance of an interim goodwill impairment analysis for the Consumer Fit Brains reporting unit. This indicator was due to a decline in the operations of the Consumer Fit Brains reporting unit, with decreases in revenue and bookings within this reporting unit driving lower than expected operating results for the quarter and impacting the forecast going forward. In this interim goodwill impairment test, the Consumer Fit Brains reporting unit failed Step 1. The combination of lower reporting unit fair value calculated in Step 1 and the identification of unrecognized fair value adjustments to the carrying values of other assets and

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

6. GOODWILL (Continued)

liabilities (primarily developed technology and deferred revenue) in Step 2 of the interim goodwill impairment test, resulted in an implied fair value of goodwill below its carrying value. As a result, the Company recorded an impairment loss of \$5.6 million associated with the interim impairment assessment of the Consumer Fit Brains reporting unit as of December 31, 2015.

During the fourth quarter of 2015, the Company determined that sufficient indication existed to require performance of an interim goodwill impairment analysis for the Enterprise & Education Language reporting unit. This indicator was due to declines in the operations of the Enterprise & Education Language reporting unit, with decreases in revenue and bookings within this reporting unit driving lower than expected operating results for the quarter and impacting the forecast going forward. As a result of the operating results in the fourth quarter of 2015, the Company has further refined its strategy of focusing on the Enterprise & Education segment and, as discussed in Note 21, in March 2016, the Company announced a plan to exit the direct distribution of Enterprise & Education language offerings in a number of non-US markets and right-size the overall business. In particular, the Company initiated a process to exit direct presence and close offices in China, Brazil and France. This plan is expected to result in significantly lower projected revenues, bookings, and short-term profitability of the Enterprise & Education Language reporting unit. As a result, the Company determined that sufficient indication existed to require the performance of an interim goodwill impairment analysis for this reporting unit. While this analysis did indicate that the fair value of the Enterprise & Education Language reporting unit declined, the fair value is still greater than the carrying value of this reporting unit. Since the Enterprise & Education Language reporting unit passed the Step 1 test, no further analysis or testing under Step 2 was necessary and no impairment charges were recorded in connection with this interim impairment assessment of this reporting unit.

The Company also routinely reviews goodwill at the reporting unit level for potential impairment as part of the Company's internal control framework. In the fourth quarter of 2015, the Company evaluated any reporting unit with remaining goodwill that was not tested for impairment to determine if a triggering event has occurred. As of December 31, 2015, the Company concluded that there were no indicators of impairment that would cause it to believe that it is more likely than not that the fair value of these reporting units is less than the carrying value. Accordingly, a detailed impairment test has not been performed and no impairment charges were recorded in connection with the interim impairment reviews of any such reporting units.

2014 Activity

Rest of World Consumer Goodwill Impairment

During the first quarter of 2014, the Company determined sufficient indication existed to require performance of an interim goodwill impairment analysis as of March 31, 2014 for the then extant Rest of World Consumer reporting unit ("ROW Consumer"). This indicator was due to unexpected declines in the operations of the ROW Consumer reporting unit, with further decreases in revenue and bookings within the reporting unit driving lower than expected operating results and impacting the forecast going forward. In this interim goodwill impairment test, the ROW Consumer reporting unit failed Step 1 of the goodwill impairment test. The combination of the lower reporting unit fair value calculated in Step 1 and the identification of unrecognized fair value changes to the carrying values of other assets and liabilities (primarily tradename and deferred revenue) in Step 2 of the interim goodwill impairment test, resulted in an implied fair value of goodwill below the carrying value of goodwill for ROW Consumer. As a result, the Company recorded a goodwill impairment loss of \$2.2 million, which represents a full impairment of ROW Consumer's goodwill.

North America Consumer Language Goodwill Impairment

In the fourth quarter of 2014, the then extant North America Consumer Language reporting unit experienced a decline in the demand for its products and services at its current pricing levels. In an attempt to increase demand, the Company lowered prices in its direct-to-consumer and retail sales channels. This strategy increased the number of units sold, however, revenue recognized decreased significantly due to the lower prices in 2014. Additionally, these results were significantly lower than the forecasted bookings, meaning that while the Company was able to increase the number of units sold, the per unit price was lower than expected. As a result of the reduced demand and the need to offer lower prices in the fourth quarter of 2014 to generate sales, the Company began to evaluate whether the decline in demand at prior price levels has resulted in the need for a permanent price decline. As a result of the above events, the Company considered it appropriate to perform an interim goodwill impairment test for the North America Consumer Language reporting unit. The combination of the lower reporting unit fair value of the North America Consumer Language reporting unit, and the identification of unrecognized fair value changes to the carrying values of other assets and liabilities (primarily tradename, developed technology and deferred revenue) in Step 2 of the interim goodwill impairment test, resulted in a negative implied fair value of goodwill for the North America Consumer

ROSETTA STONE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

6. GOODWILL (Continued)

Language reporting unit. As a result, the Company recorded a goodwill impairment loss of \$18.0 million, which represented a full impairment of the North America Consumer Language goodwill.

7. INTANGIBLE ASSETS

Intangible assets consisted of the following items as of the dates indicated (in thousands):

	December 31, 2015			December 31, 2014		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Trade name/ trademark	\$ 12,442	\$ (1,271)	\$ 11,171	\$ 12,526	\$ (1,062)	\$ 11,464
Core technology	15,149	(7,817)	7,332	15,890	(5,661)	10,229
Customer relationships	26,245	(16,603)	9,642	26,889	(14,344)	12,545
Website	12	(12)	—	12	(12)	—
Patents	300	(201)	99	300	(161)	139
Total	<u>\$ 54,148</u>	<u>\$ (25,904)</u>	<u>\$ 28,244</u>	<u>\$ 55,617</u>	<u>\$ (21,240)</u>	<u>\$ 34,377</u>

The Company recorded intangible assets of \$23.8 million, associated with the acquisition of Rosetta Stone Ltd. in January 2006, including its indefinite-lived Rosetta Stone trade name.

The Company recorded intangible assets of \$5.5 million with the acquisition of Livemocha in April 2013, consisting of an online community, enterprise relationships, technology platform and the Livemocha trade name. The estimated useful lives of these intangible assets range from two to five years.

The Company recorded intangible assets of \$14.5 million with the acquisition of Lexia in August 2013, consisting of enterprise relationships, technology platform and the Lexia trade name. The estimated useful lives of these intangible assets range from five to ten years.

The Company recorded intangible assets of \$3.6 million with the acquisition of Vivity in January 2014, consisting of customer relationships, technology platform and the Vivity trade name. The estimated useful lives of these intangible assets range from three to five years.

The Company recorded intangible assets of \$9.1 million with the acquisition of Tell Me More in January 2014, consisting of customer relationships, technology platform and the Tell Me More trade name. The estimated useful lives of these intangible assets range from one to five years.

Included within the Trade name/ trademark intangible asset category is the Rosetta Stone trade name with a carrying amount of \$10.6 million. This intangible asset is considered to have an indefinite useful life and is therefore not amortized, but rather tested for impairment on at least an annual basis.

The Company computes amortization of intangible assets on a straight-line basis over the estimated useful life. Below are the weighted average remaining useful lives of the Company's amortizing intangible assets:

	<u>Weighted Average Life</u>
Trade name / trademark	29 months
Core technology	36 months
Customer relationships	76 months
Patents	33 months

ROSETTA STONE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

7. INTANGIBLE ASSETS (Continued)

Amortization expense consisted of the following (in thousands):

	Years Ended December 31,		
	2015	2014	2013
Included in cost of revenue:			
Cost of product revenue	\$ 264	\$ 377	\$ —
Cost of subscription and service revenue	322	209	244
Total included in cost of revenue	586	586	244
Included in operating expenses:			
Sales and marketing	2,804	3,677	1,028
Research and development	1,802	2,000	550
General and administrative	—	—	—
Total included in operating expenses	4,606	5,677	1,578
Total	\$ 5,192	\$ 6,263	\$ 1,822

The following table summarizes the estimated future amortization expense related to intangible assets as of December 31, 2015 (in thousands):

	As of December 31, 2015
2016	\$ 4,630
2017	4,189
2018	3,576
2019	1,532
2020	1,282
Thereafter	2,428
Total	\$ 17,637

The Company also routinely reviews indefinite-lived intangible assets and long-lived intangible assets for potential impairment as part of the Company's internal control framework. As an indefinite-lived intangible asset, the Rosetta Stone tradename was evaluated as of December 31, 2015 to determine if indicators of impairment exist. The Company elected to bypass the option to first assess qualitative factors to determine whether it is more likely than not that the Rosetta Stone trade name was impaired and performed the quantitative assessment. In the quantitative assessment, the Company noted that the fair value of the Rosetta Stone trade name has declined from prior estimates of fair value due to the reduction in forecasted revenue and bookings from both the Enterprise & Education Language and the Consumer Language reporting units, however, the fair value exceeds the carrying value. Additionally, all long-lived intangible assets were evaluated to determine if indicators of impairment exist and the Company concluded that there are no potential indicators of impairment. There were no impairment charges related to intangible assets for the years ended December 31, 2015, 2014 and 2013.

ROSETTA STONE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

8. OTHER CURRENT LIABILITIES

The following table summarizes other current liabilities (in thousands):

	As of December 31,	
	2015	2014
Accrued marketing expenses	\$ 20,022	\$ 31,985
Accrued professional and consulting fees	1,746	2,804
Sales return reserve	3,728	3,570
Sales, withholding, and property taxes payable	3,879	5,875
Accrued purchase price of business acquisition	—	1,688
Other	5,943	7,336
Total Other current liabilities	<u>\$ 35,318</u>	<u>\$ 53,258</u>

9. FINANCING ARRANGEMENTS*Revolving Line of Credit*

On October 28, 2014, Rosetta Stone Ltd (“RSL”), a wholly owned subsidiary of parent company Rosetta Stone Inc., executed a Loan and Security Agreement with Silicon Valley Bank (“Bank”) to obtain a \$25.0 million revolving credit facility (the “credit facility”). The Company executed the First Amendment to the credit facility with the Bank effective March 31, 2015, the Second Amendment effective May 1, 2015, the Third Amendment effective June 29, 2015, and the Fourth Amendment effective December 29, 2015. The Company is subject to certain covenants under the Loan and Security Agreement including financial covenants and limitations on indebtedness, encumbrances, investments and distributions and dispositions of assets, certain of which covenants were amended in the First, Second, Third, and Fourth Amendments, which were primarily amended to reflect updates to the Company's financial outlook. The Third Amendment also changed the definition of "change of control" to eliminate the clause referring to a change in a portion of the Board of Directors within a twelve-month period.

On March 14, 2016, the Company executed the Fifth Amendment to the credit facility. Under the amended agreement, the Company may borrow up to \$25.0 million including a sub-facility, which reduces available borrowings, for letters of credit in the aggregate availability amount of \$4.0 million (the "credit facility"). Borrowings by RSL under the credit facility are guaranteed by the Company as the ultimate parent. The credit facility has a term that expires on January 1, 2018, during which time RSL may borrow and re-pay loan amounts and re-borrow the loan amounts subject to customary borrowing conditions.

The total obligations under the credit facility cannot exceed the lesser of (i) the total revolving commitment of \$25.0 million or (ii) the borrowing base, which is calculated as 80% of eligible accounts receivable. As a result, the borrowing base will fluctuate and the Company expects it will follow the general seasonality of cash and accounts receivable (lower in the first half of the year and higher in the second half of the year). If the borrowing base less any outstanding amounts, plus the cash held at SVB ("Availability") is greater than \$25.0 million, then the Company may borrow up to an additional \$5.0 million, but in no case can borrowings exceed \$25.0 million. Interest on borrowings accrue at the Prime Rate provided that the Company maintains a minimum cash and Availability balance of \$17.5 million. If cash and Availability is below \$17.5 million, interest will accrue at the Prime Rate plus 1%.

Proceeds of loans made under the credit facility may be used as working capital or to fund general business requirements. All obligations under the credit facility, including letters of credit, are secured by a security interest on substantially all of the Company's assets including intellectual property rights and by a stock pledge by the Company of 100% of its ownership interests in U.S. subsidiaries and 66% of its ownership interests in certain foreign subsidiaries.

The Company is subject to certain financial and restrictive covenants under the credit facility. The credit facility contains customary affirmative and negative covenants, including covenants that limit or restrict our ability to, among other things, incur additional indebtedness, dispose of assets, execute a material change in business, acquire or dispose of an entity, grant liens, make share repurchases, and make distributions, including payment of dividends. The Company is required to maintain compliance with a minimum liquidity amount and minimum financial performance requirements, as defined in the credit facility. As of December 31, 2015, the Company was in compliance with all covenants.

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

9. FINANCING ARRANGEMENTS (Continued)

The credit facility contains customary events of default, including among others, non-payment defaults, covenant defaults, bankruptcy and insolvency defaults, and a change of control default, in each case, subject to customary exceptions. The occurrence of a default event could result in the Bank's acceleration of repayment obligations of any loan amounts then outstanding.

As of December 31, 2015, there were no borrowings outstanding and the Company was eligible to borrow the entire \$25.0 million of available credit and \$4.0 million in letters of credit have been issued by the Bank on the Company's behalf. A quarterly commitment fee accrues on any unused portion of the credit facility at a nominal annual rate.

Capital Leases

The Company enters into capital leases under non-committed arrangements for equipment and software. In addition, as a result of the Tell Me More Merger, the Company assumed a capital lease for a building near Versailles, France, where Tell Me More's headquarters are located. The fair value of the lease liability at the date of acquisition was \$4.0 million.

During the years ended December 31, 2015, 2014, 2013, the Company acquired equipment or software through the issuance of capital leases totaling \$0.5 million, zero, \$0.7 million, respectively. This non-cash investing activity has been excluded from the consolidated statement of cash flows.

As of December 31, 2015, the future minimum payments under capital leases with initial terms of one year or more are as follows (in thousands):

Periods Ending December 31,		
2016	\$	644
2017		645
2018		493
2019		492
2020		492
Thereafter		855
Total minimum lease payments	\$	3,621
Less amount representing interest		478
Present value of net minimum lease payments	\$	3,143
Less current portion		521
Obligations under capital lease, long-term	\$	2,622

10. STOCK-BASED COMPENSATION**2006 Stock Incentive Plan**

On January 4, 2006, the Company established the Rosetta Stone Inc. 2006 Stock Incentive Plan (the "2006 Plan") under which the Company's Board of Directors, at its discretion, could grant stock options to employees and certain directors of the Company and affiliated entities. The 2006 Plan initially authorized the grant of stock options for up to 1,942,200 shares of common stock. On May 28, 2008, the Board of Directors authorized the grant of additional stock options for up to 195,000 shares of common stock under the plan, resulting in total stock options available for grant under the 2006 Plan of 2,137,200 as of December 31, 2008. The stock options granted under the 2006 Plan generally expire at the earlier of a specified period after termination of service or the date specified by the Board or its designated committee at the date of grant, but not more than ten years from such grant date. Stock issued as a result of exercises of stock options will be issued from the Company's authorized available stock.

2009 Omnibus Incentive Plan

On February 27, 2009, the Company's Board of Directors approved the 2009 Omnibus Incentive Plan (the "2009 Plan") that provides for the ability of the Company to grant up to 2,437,744 new stock incentive awards or options including Incentive and Nonqualified Stock Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Units, Performance Shares, Performance based Restricted Stock, Share Awards, Phantom Stock and Cash Incentive Awards. The stock

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

10. STOCK-BASED COMPENSATION (Continued)

incentive awards and options granted under the 2009 Plan generally expire at the earlier of a specified period after termination of service or the date specified by the Board or its designated committee at the date of grant, but not more than ten years from such grant date. Concurrent with the approval of the 2009 Plan, the 2006 Plan was terminated for purposes of future grants.

On May 26, 2011 the Board of Directors authorized and the Company's shareholders approved the allocation of an additional 1,000,000 shares of common stock to the 2009 Plan. On May 23, 2012, the Board of Directors authorized and the Company's shareholders approved the allocation of 1,122,930 additional shares of common stock to the 2009 Plan. On May 23, 2013, the Board of Directors authorized and the Company's shareholders approved the allocation of 2,317,000 additional shares of common stock to the 2009 Plan. On May 20, 2014, the Board of Directors authorized and the Company's shareholders approved the allocation of 500,000 additional shares of common stock to the 2009 Plan. On June 12, 2015, the Board of Directors authorized and the Company's shareholders approved the allocation of 1,200,000 additional shares of common stock to the 2009 Plan. At December 31, 2015 there were 3,349,235 shares available for future grant under the 2009 Plan.

In accordance with ASC 718, the fair value of stock-based awards to employees is calculated as of the date of grant. Compensation expense is then recognized on a straight-line basis over the requisite service period of the award. The Company uses the Black-Scholes pricing model to value its stock options, which requires the use of estimates, including future stock price volatility, expected term and forfeitures. Stock-based compensation expense recognized is based on the estimated portion of the awards that are expected to vest. Estimated forfeiture rates were applied in the expense calculation.

The fair value of each option grant is estimated on the date of grant using the Black-Scholes option pricing model as follows:

	Years Ended December 31,		
	2015	2014	2013
Expected stock price volatility	49%-63%	63%-65%	64%-67%
Expected term of options	6 years	6 years	6 years
Expected dividend yield	—	—	—
Risk-free interest rate	1.19%-1.75%	1.46%-1.80%	0.75%-1.65%

Prior to the completion of the Company's initial public offering in April 2009, the Company's stock was not publicly quoted and the Company had a limited history of stock option activity, so the Company reviewed a group of comparable industry-related companies to estimate its expected volatility over the most recent period commensurate with the estimated expected term of the awards. In addition to analyzing data from the peer group, the Company also considered the contractual option term and vesting period when determining the expected option life and forfeiture rate. Subsequent to the initial public offering and through April 2015, the Company continued to review a group of comparable industry-related companies to estimate volatility, but also reviewed the volatility of its own stock since the initial public offering. During this period, the Company considered the volatility of the comparable companies to be the best estimate of future volatility. After April 2015, the Company had a sufficient period of stock price data to estimate volatility based upon the historical volatility experienced in its own stock price. For the risk-free interest rate, the Company uses a U.S. Treasury Bond rate consistent with the estimated expected term of the option award.

The expected term of options granted represents the period of time that they are expected to be outstanding and is derived using a combination of peer company information and the simplified method as described in ASC 718-10-S99. Prior to the completion of the Company's initial public offering in April 2009, the stock was not publicly quoted and there was a limited history of stock option activity. The Company believes the limited historical exercise data related to our stock options does not provide a reasonable basis on which to estimate the expected term.

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

10. STOCK-BASED COMPENSATION (Continued)

Stock Options

The following table summarizes the Company's stock option activity from January 1, 2015 to December 31, 2015:

	Options Outstanding		Weighted Average Exercise Price		Weighted Average Contractual Life (years)		Aggregate Intrinsic Value
Options Outstanding, January 1, 2015	2,017,642	\$	13.24		7.32	\$	760,925
Options granted	1,203,031		8.92				
Options exercised	(25,009)		4.55				
Options cancelled	(1,358,499)		13.16				
Options Outstanding, December 31, 2015	<u>1,837,165</u>		10.58		7.70		130,262
Vested and expected to vest at December 31, 2015	<u>1,740,152</u>		10.60		7.63		130,262
Exercisable at December 31, 2015	1,033,366	\$	10.77		6.98	\$	130,262

As of December 31, 2015 and 2014, there was approximately \$5.2 million and \$6.1 million of unrecognized stock-based compensation expense related to non-vested stock option awards that is expected to be recognized over a weighted average period of 1.84 and 2.38 years, respectively.

Stock options are granted at the discretion of the Board of Directors or the Compensation Committee (or its authorized member(s)) and expire 10 years from the date of the grant. Options generally vest over a four-year period based upon required service conditions. No options have performance or market conditions. The Company calculates the pool of additional paid-in capital associated with excess tax benefits using the "simplified method" in accordance with ASC 718.

The weighted average remaining contractual term and the aggregate intrinsic value for options outstanding at December 31, 2015 was 7.70 years and \$0.1 million, respectively. The weighted average remaining contractual term and the aggregate intrinsic value for options exercisable at December 31, 2014 was 7.32 years and \$0.8 million, respectively. As of December 31, 2015, options that were vested and exercisable totaled 1,033,366 shares of common stock with a weighted average exercise price per share of \$10.77.

The weighted average grant-date fair value per share of stock options granted was \$4.77 and \$6.73 for the years ended December 31, 2015 and 2014, respectively.

The aggregate intrinsic value disclosed above represents the total intrinsic value (the difference between the fair market value of the Company's common stock as of December 31, 2015, and the exercise price, multiplied by the number of in-the-money options) that would have been received by the option holders had all option holders exercised their options on December 31, 2015. This amount is subject to change based on changes to the fair market value of the Company's common stock.

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

10. STOCK-BASED COMPENSATION (Continued)

Restricted Stock Awards

The following table summarizes the Company's restricted stock activity for the years ended December 31, 2015 and 2014, respectively:

	Nonvested Outstanding	Weighted Average Grant Date Fair Value	Aggregate Intrinsic Value
Nonvested Awards, January 1, 2014	634,031	\$ 12.28	\$ 7,785,901
Awards granted	236,338	11.69	
Awards vested	(253,526)	10.72	
Awards canceled	(134,198)	13.23	
Nonvested Awards, December 31, 2014	482,645	12.59	6,074,136
Awards granted	481,992	9.05	
Awards vested	(452,341)	10.56	
Awards canceled	(170,717)	11.88	
Nonvested Awards, December 31, 2015	341,579	10.61	3,624,153

During 2015 and 2014, 481,992 and 236,338 shares of restricted stock were granted, respectively. The aggregate grant date fair value of the awards in 2015 and 2014 was \$4.4 million and \$2.8 million, respectively, which will be recognized as expense on a straight-line basis over the requisite service period of the awards, which is also the vesting period. The Company's restricted stock grants are accounted for as equity awards. The grant date fair value is based on the market price of the Company's common stock at the date of grant. The Company did not grant any restricted stock prior to April 2009.

During 2015, 170,717 shares of restricted stock were forfeited. As of December 31, 2015, future compensation cost related to the nonvested portion of the restricted stock awards not yet recognized in the statement of operations was \$3.6 million and is expected to be recognized over a period of 1.93 years.

Restricted stock awards are considered outstanding at the time of grant as the stockholders are entitled to voting rights and to receive any dividends declared subject to the loss of the right to receive accumulated dividends if the award is forfeited prior to vesting. Unvested restricted stock awards are not considered outstanding in the computation of basic earnings per share.

Restricted Stock Units

The following table summarizes the Company's restricted stock unit activity from January 1, 2015 to December 31, 2015:

	Units Outstanding	Weighted Average Grant Date Fair Value	Aggregate Intrinsic Value
Units Outstanding, January 1, 2015	124,506	\$ 12.52	\$ 1,215,179
Units granted	63,436	8.49	
Units released	—	—	
Units cancelled	—	—	
Units Outstanding, December 31, 2015	187,942	11.16	1,257,332
Vested and expected to vest at December 31, 2015	153,786	8.50	203,244
Vested and deferred at December 31, 2015	123,406	\$ 12.58	\$ 825,586

During 2015 and 2014, 63,436 and 43,842 restricted stock units were granted, respectively, to members of the Board of Directors as part of their compensation package. Restricted stock units convert to common stock following the separation of service with the Company. The aggregate grant date fair value of the awards in 2015 and 2014 was \$0.5 million and \$0.4 million, respectively. Beginning June 2015, all restricted stock unit awards vest quarterly over a one year period from the date of grant, with expense recognized straight-line over the vesting period. Prior to June 2015, all restricted stock unit awards were immediately vested with expense recognized in full on the grant date. The Company's restricted stock units are accounted for as

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

10. STOCK-BASED COMPENSATION (Continued)

equity awards. The grant date fair value is based on the market price of the Company's common stock at the date of grant. The Company did not grant any restricted stock units prior to April 2009.

Long Term Incentive Program

On February 21, 2013, the Company's Board of Directors approved the 2013 Rosetta Stone Inc. Long Term Incentive Program ("2013 LTIP"). The 2013 LTIP was administered under the Rosetta Stone Inc. 2009 Omnibus Incentive Plan (the "2009 Plan") and the shares awarded under the 2013 LTIP will be taken from the shares reserved under the 2009 Plan. The purpose of the 2013 LTIP was to: motivate senior management and other executives to achieve key financial and strategic business objectives of the Company; offer eligible executives of the Company a competitive total compensation package; reward executives in the success of the Company; provide ownership in the Company; and retain key talent. The 2013 LTIP was effective from January 1, 2013 until December 31, 2014.

Certain executives were designated for eligibility by the Board of Directors to receive performance stock awards and cash upon the Company's achievement of specified performance goals between January 1, 2013 and December 31, 2014. In order for any performance stock award grants or any cash payments to be made under the 2013 LTIP, the Company must have met the minimum threshold requirements for a performance goal for the 2014 fiscal year in addition to the cumulative threshold performance goals for the two year period ended December 31, 2014. Each performance goal was mutually exclusive. Each performance goal had a range of payout levels depending on the achievement of the goal ranging from zero to 200% of the incentive target. The performance stock awards granted were 100% vested as of the date of grant with no subsequent holding period requirement. The Company's stockholders approved the material terms of the performance goals on May 23, 2013, the grant date for the performance stock awards.

The amount of share-based compensation expense recognized related to the 2013 LTIP was \$1.3 million and \$1.4 million for the years ended December 31, 2014 and 2013, respectively. Expense of \$0.3 million and \$0.6 million was recognized related to the cash-based portion of the 2013 LTIP for the years ended December 31, 2014 and 2013, respectively. In the first quarter of 2015, the Company issued 160,860 performance share awards related to the conclusion of the 2013 LTIP.

Stock-Based Compensation Expense

The following table presents the stock-based compensation expense for stock options and restricted stock included in the related financial statement line items (in thousands):

	Years Ended December 31,		
	2015	2014	2013
Included in cost of revenue:			
Cost of product revenue	\$ 57	\$ 95	\$ 109
Cost of subscription and service revenue	44	13	66
Total included in cost of revenue	101	108	175
Included in operating expenses:			
Sales and marketing	1,327	1,975	1,840
Research & development	841	958	1,460
General and administrative	4,926	3,721	5,766
Total included in operating expenses	7,094	6,654	9,066
Total	\$ 7,195	\$ 6,762	\$ 9,241

11. STOCKHOLDERS' EQUITY

At December 31, 2015, the Company's Board of Directors had the authority to issue 200,000,000 shares of stock, of which 190,000,000 were designated as Common Stock, with a par value of \$0.00005 per share, and 10,000,000 were designated as Preferred Stock, with a par value of \$0.001 per share. At December 31, 2015 and 2014, the Company had shares of Common Stock issued of 23,149,634 and 22,935,620, respectively, and shares of Common Stock outstanding of 22,149,634 and 21,935,620, respectively.

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

11. STOCKHOLDERS' EQUITY (Continued)

On May 8, 2013, the Company filed a universal shelf registration statement which became effective on May 30, 2013. The registration statement permitted certain holders of the Company's stock to offer the shares of common stock held by them. On June 11, 2013 the selling shareholders, ABS Capital Partners IV Trust and Norwest Equity Partners VIII, LP, sold a combined total of 3,490,000 shares at an offering price of \$16.00 per share. During November and December 2013, ABS Capital Partners IV Trust sold the remainder of its common stock holdings in the Company. The shelf also provides the Company with the flexibility to offer an amount of equity or issue debt in the amount of \$150.0 million. The Company issued and sold an additional 10,000 shares at a per share price of \$16.00 in the offering.

On August 22, 2013, the Company's Board of Directors approved a share repurchase program under which the Company is authorized to repurchase up to \$25.0 million of its outstanding common stock from time to time in the open market or in privately negotiated transactions depending on market conditions, other corporate considerations, and applicable legal requirements. The Company expects to fund the repurchases through existing cash balances and cash generated from operations. For the year ended December 31, 2013, the Company paid \$11.4 million to repurchase 1,000,000 shares at a weighted average price of \$11.44 per share as part of this program. No shares were repurchased during the year ended December 31, 2015. Shares repurchased under the program were recorded as treasury stock on the Company's consolidated balance sheet. The shares repurchased under this program during the year ended December 31, 2013 were not the result of an accelerated share repurchase agreement. Management has not made a decision on whether shares purchased under this program will be retired or reissued.

Holders of the Company's common stock are entitled to receive dividends when and if declared by the Board of Directors out of assets or funds legally available for that purpose. Future dividends are dependent on the Company's financial condition and results of operations, the capital requirements of its business, covenants associated with financing arrangements, other contractual restrictions, legal requirements, regulatory constraints, industry practice and other factors deemed relevant by its Board of Directors.

12. EMPLOYEE BENEFIT PLAN

The Company maintains a defined contribution 401(k) Plan (the "Plan"). The Company matches employee contributions to the Plan up to 4% of their compensation. The Company recorded Company contribution matching expenses for the Plan totaling \$2.0 million, \$2.2 million, and \$1.9 million for the years ended December 31, 2015, 2014 and 2013, respectively.

13. RESTRUCTURING AND OTHER EMPLOYEE SEVERANCE

2015 Restructuring Actions

In the first quarter of 2015, the Company announced and initiated actions to reduce headcount and other costs in order to support its strategic shift in business focus.

Restructuring charges included in the Company's consolidated statement of operations related to the 2015 Restructuring Plan include the following:

- Employee severance and related benefits costs incurred in connection with headcount reductions involving employees primarily in the U.S. and the U.K.;
- Contract termination costs; and
- Other related costs.

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

13. RESTRUCTURING AND OTHER EMPLOYEE SEVERANCE (Continued)

The following table summarizes activity with respect to the restructuring charges for the 2015 Restructuring Plan during the year ended December 31, 2015 (in thousands):

	Balance at January 1, 2015	Cost Incurred	Cash Payments	Other Adjustments (1)	Balance at December 31, 2015
Severance costs	\$ —	\$ 7,240	\$ (5,940)	\$ (1,048)	\$ 252
Contract termination costs	—	1,134	(1,134)	—	—
Other costs	—	417	(417)	—	—
Total	\$ —	\$ 8,791	\$ (7,491)	\$ (1,048)	\$ 252

(1) Other Adjustments includes non-cash period changes in the liability balance, which may include non-cash stock compensation expense and foreign currency translation adjustments.

As of December 31, 2015, the entire restructuring liability of \$0.3 million was classified as a current liability within accrued compensation and other current liabilities on the consolidated balance sheets.

The following table presents restructuring costs included in the related line items of our Statement of Operations (in thousands):

	Years Ended December 31,	
	2015	2014
Cost of revenue	\$ 113	\$ —
Sales and marketing	4,492	—
Research and development	602	—
General and administrative	3,584	—
Total	\$ 8,791	\$ —

These restructuring expenses are not allocated to any reportable segment under our definition of segment contribution as defined in Note 17 "Segment Information."

The Company does not expect to incur any additional restructuring costs in connection with the 2015 Restructuring Plan.

At each reporting date, the Company will evaluate its accrued restructuring costs to ensure the liabilities reported are still appropriate. Any changes to the estimated costs of executing approved restructuring plans will be reflected in the Company's consolidated statements of operations.

2014 Employee Severance Actions

On January 9, 2014, the Company completed its acquisition of Tell Me More, a company organized under the laws of France. At acquisition, the plan was to fully integrate Tell Me More into the operations of the Company. Following the acquisition, the Company undertook financial performance review of the French entity and of the Company as a whole. As a result, the Company identified the need to reduce expenses. In the second quarter of 2014, the Company began to create a plan to address the economic issues of the business through the reduction of expense. The result of this economic planning was to reduce headcount within certain business units of the French entity.

Under the requirements of French Labour Law, there is an expectation on the part of both the employer and employee that if an employee is terminated, the employer is required to pay a minimum amount of severance. Accordingly, the Company concluded that the termination benefits for certain employees as the result of the reduction in force in France were payable based upon an ongoing benefit arrangement. A severance liability became probable and estimable when the Company received approval from the French Labour Administration and when the specific employees impacted were determined. These criteria were met in the third quarter of 2014 and the Company recorded an accrual and related expense of \$1.0 million. Severance payments totaling \$0.5 million related to this reduction in force were paid during the fourth quarter of 2014, \$0.4 million was paid in 2015, and the remaining amount is expected to be paid in 2016.

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

13. RESTRUCTURING AND OTHER EMPLOYEE SEVERANCE (Continued)

During 2014, the Company initiated other actions across its business to reduce headcount in order to align resources to support business needs. The Company recorded \$3.2 million in severance costs associated with these actions. As a result, \$2.3 million was paid during 2014, \$0.8 million was paid during 2015, and the remaining \$0.1 million liability will be paid in 2016.

14. LEASE ABANDONMENT AND TERMINATION

As part of the Company's effort to reduce general and administrative expenses through a planned space consolidation at its Arlington, Virginia headquarters location, the Company incurred a lease abandonment charge of \$3.2 million for the year ended December 31, 2014. Prior to January 31, 2014, the Company occupied the 6th and 7th floors at its Arlington, Virginia headquarters. The Company estimated the liability under the operating lease agreements and accrued lease abandonment costs in accordance with ASC 420, *Exit or Disposal Cost Obligations* ("ASC 420"), as the Company has no future economic benefit from the abandoned space and the lease does not terminate until December 31, 2018. All leased space related to the 6th floor was abandoned and ceased to be used by the Company on January 31, 2014.

In March 2013 Rosetta Stone Japan Inc. partially abandoned its Japan office as a result of excess office space due to reduction in staff along with overall local operations business performance. The Company estimated the liability under the operating lease agreement reduced for anticipated sublease income in accordance with ASC 420 as the Company had no future economic benefit from the abandoned space and the lease did not terminate until February 28, 2015. As of March 31, 2014, the Company ceased to use the remaining office space in this facility and simultaneously negotiated and paid a lease termination fee of \$0.4 million. The Company has been released from all obligations under the lease arrangement as of December 31, 2014.

A summary of the Company's lease abandonment activity for the years ended December 31, 2015 and 2014 is as follows (in thousands):

	As of December 31,	
	2015	2014
Accrued lease abandonment costs, beginning of period	\$ 1,679	\$ 413
Costs incurred and charged to expense	55	3,812
Principal reductions	(452)	(2,546)
Accrued lease abandonment costs, end of period	\$ 1,282	\$ 1,679
Accrued lease abandonment costs liability:		
Short-term	\$ 455	\$ 496
Long-term	827	1,183
Total	\$ 1,282	\$ 1,679

ROSETTA STONE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

15. INCOME TAXES

The following table summarizes the significant components of the Company's deferred tax assets and liabilities as of December 31, 2015 and 2014 (in thousands):

	As of December 31,	
	2015	2014
Deferred tax assets:		
Inventory	\$ 564	\$ 535
Net operating and capital loss carryforwards	48,334	27,637
Deferred revenue	13,908	12,447
Accrued liabilities	9,780	12,890
Stock-based compensation	4,656	5,760
Amortization and depreciation	31	—
Bad debt reserve	398	501
Foreign and other tax credits	1,517	1,283
Gross deferred tax assets	79,188	61,053
Valuation allowance	(70,464)	(53,809)
Net deferred tax assets	8,724	7,244
Deferred tax liabilities:		
Goodwill and indefinite lived intangibles	(4,782)	(3,465)
Deferred sales commissions	(7,337)	(5,714)
Prepaid expenses	(625)	(555)
Amortization and depreciation	—	(1,337)
Foreign currency translation	(973)	(391)
Other	(5)	(5)
Gross deferred tax liabilities	(13,722)	(11,467)
Net deferred tax liabilities	\$ (4,998)	\$ (4,223)

For the year ended December 31, 2015, the Company recorded income tax expense of \$1.2 million primarily related to current year operations in Germany and the UK and the tax impact of the amortization of indefinite lived intangibles, and the inability to recognize tax benefits associated with current year losses of operations in all other foreign jurisdictions and in the U.S. due to the valuation allowance recorded against the deferred tax asset balances of these entities. These tax expenses were partially offset by tax benefits related to current year losses (excluding the Consumer Fit Brains goodwill impairment) in Canada. The goodwill that was impaired is not deductible for tax. Additionally, tax benefits were recorded related to the reversal of accrued withholding taxes as a result of an intercompany transaction.

For the year ending December 31, 2014, the Company recorded an income tax benefit of \$6.5 million primarily resulting from the tax benefits related to the goodwill impairment taken during the first quarter of 2014 related to the ROW Consumer reporting unit, the goodwill impairment taken during the fourth quarter of 2014 related to the North America Consumer Language reporting unit, and current year losses in Canada and France. The goodwill that was impaired related to acquisitions from prior years, a portion of which resulted in a tax benefit as a result of writing off a deferred tax liability previously recorded (i.e., goodwill had tax basis and was amortized for tax). These tax benefit amounts were partially offset by income tax expense related to profits from certain foreign operations and foreign withholding taxes. The tax benefits were also partially offset by the tax expense related to the tax impact of amortization of indefinite lived intangibles, and the inability to recognize tax benefits associated with current year losses of operation in all other foreign jurisdictions and in the U.S. due to the valuation allowance recorded against the deferred tax asset balances of these entities.

During the third quarter of 2012, the Company established a full valuation allowance to reduce the deferred tax assets of its operations in Brazil, Japan, and the U.S., resulting in a non-cash charge of \$0.4 million, \$2.1 million, and \$23.1 million,

ROSETTA STONE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

15. INCOME TAXES (Continued)

respectively. Additionally, no tax benefits were provided on 2012 losses incurred in foreign jurisdictions where the Company has determined a valuation allowance is required. As of December 31, 2015, a full valuation allowance was provided for domestic and certain foreign deferred tax assets in those jurisdictions where the Company has determined the deferred tax assets will more likely than not be realized.

If future events change the outcome of the Company's projected return to profitability, a valuation allowance may not be required to reduce the deferred tax assets. The Company will continue to assess the need for a valuation allowance.

As of December 31, 2015, the Company had federal, state and foreign tax NOL carryforward amounts and expiration periods as follows (in thousands):

<u>Year of Expiration</u>	<u>U.S. Federal</u>	<u>State</u>	<u>Brazil</u>	<u>France</u>	<u>Japan</u>	<u>Other Foreign</u>	<u>Total</u>
2016-2020	\$ —	\$ 498	\$ —	\$ —	\$ —	\$ —	\$ 498
2021-2025	—	1,180	—	—	11,872	607	13,659
2026-2030	—	6,288	—	—	—	152	6,440
2031-2035	39,437	34,008	—	—	—	251	73,696
2036-2040	48,904	38,532	—	—	—	932	88,368
Indefinite	—	—	5,511	13,158	—	—	18,669
Totals	\$ 88,341	\$ 80,506	\$ 5,511	\$ 13,158	\$ 11,872	\$ 1,942	\$ 201,330

As of December 31, 2015, the Company had federal and state capital loss carryforward amounts and expiration periods as follows (in thousands):

<u>Year of Tax Credit Expiration</u>	<u>U.S. Federal</u>	<u>State</u>
2016-2020	\$ —	\$ —
2021-2025	6,837	6,055
2026-2030	—	—
2031-2035	—	360
2036-2040	—	—
Indefinite	—	—
Totals	\$ 6,837	\$ 6,415

As of December 31, 2015, the Company had federal tax credit carryforward amounts and expiration periods as follows (in thousands):

<u>Year of Tax Credit Expiration</u>	<u>U.S. Federal</u>
2016-2020	\$ —
2021-2025	1,516
2026-2030	1
2031-2035	—
2036-2040	—
Indefinite	—
Totals	\$ 1,517

ROSETTA STONE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

15. INCOME TAXES (Continued)

The components of loss before income taxes and the provision for taxes on income consist of the following (in thousands):

	Years Ended December 31,		
	2015	2014	2013
United States	\$ (41,458)	\$ (60,434)	\$ (14,360)
Foreign	(4,179)	(19,761)	(3,658)
Loss before income taxes	<u>\$ (45,637)</u>	<u>\$ (80,195)</u>	<u>\$ (18,018)</u>
The provision for taxes on income consists of the following (in thousands):			
Federal	\$ (157)	\$ 29	\$ 155
State	96	23	123
Foreign	444	1,258	1,709
Total current	<u>\$ 383</u>	<u>\$ 1,310</u>	<u>\$ 1,987</u>
Deferred:			
Federal	\$ 1,148	\$ (5,425)	\$ (3,972)
State	169	(797)	(112)
Foreign	(541)	(1,577)	213
Total deferred	<u>776</u>	<u>(7,799)</u>	<u>(3,871)</u>
Provision (benefit) for income taxes	<u>\$ 1,159</u>	<u>\$ (6,489)</u>	<u>\$ (1,884)</u>

Reconciliation of income tax provision (benefit) computed at the U.S. federal statutory rate to income tax expense (benefit) is as follows (in thousands):

	Years Ended December 31,		
	2015	2014	2013
Income tax benefit at statutory federal rate	\$ (15,973)	\$ (28,068)	\$ (6,306)
State income tax expense, net of federal income tax effect	231	(782)	7
Acquired intangibles	—	—	(859)
Nondeductible goodwill impairment	1,961	—	—
Other nondeductible expenses	88	482	1,105
Tax rate differential on foreign operations	(1,019)	276	(264)
Increase in valuation allowance	15,713	21,772	4,263
Tax audit settlements	(96)	—	—
Change in prior year estimates	225	(69)	(17)
Other tax credits	29	(102)	—
Other	—	2	187
Income tax expense (benefit)	<u>\$ 1,159</u>	<u>\$ (6,489)</u>	<u>\$ (1,884)</u>

The Company accounts for uncertainty in income taxes under ASC topic 740-10-25, *Income Taxes: Overall: Recognition*, ("ASC 740-10-25"). ASC 740-10-25 prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. ASC 740-10-25 also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition.

The Company recognizes interest and penalties related to unrecognized tax benefits as a component of income tax expense (benefit). As of December 31, 2015 and 2014, the Company had zero and \$26,000 accrued for interest and penalties, respectively, in "Other Long Term Liabilities". During the years ended December 31, 2015 and 2014, the Company accrued zero and \$10,000 in interest expense, respectively.

ROSETTA STONE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

15. INCOME TAXES (Continued)

A reconciliation of the beginning and ending amount of unrecognized tax benefits, excluding interest and penalties, is as follows (in thousands):

	Years Ended December 31,	
	2015	2014
Balance at January 1,	\$ 446	\$ 143
Increases for tax positions taken during prior years	—	322
Settlements with tax authorities	(446)	—
Reductions for tax positions taken during prior years	—	(2)
Lapse of statute of limitations	—	(17)
Balance at December 31,	<u>\$ —</u>	<u>\$ 446</u>

The Company is subject to taxation in the U.S. and various states and foreign jurisdictions. The Company's tax years 2010 and forward are subject to examination by the tax authorities. The Company was under audit by the Internal Revenue Service for tax years 2009 to 2012. During 2015, the U.S. audit for tax years 2009 through 2012 concluded and resulted in the Company recording a \$0.1 million tax benefit. The previously recorded \$0.4 million of unrecognized tax benefits were settled as a result of the concluded IRS audit. During the year ended December 31, 2015, the Company recorded a net decrease of \$0.4 million of additional unrecognized tax benefits related to tax credits claimed in a prior period. As of December 31, 2015 and 2014, the Company had zero and \$0.4 million of unrecognized tax benefits, respectively. Any liabilities for unrecognized tax benefits were netted against "Income Tax Receivable." The Company does not expect that the amounts of unrecognized tax benefits will change significantly within the next twelve months.

The Company had an accumulated consolidated deficit related to its foreign subsidiaries of \$34.4 million at December 31, 2015 and aggregate 2015 losses before income tax related to its foreign subsidiaries of approximately \$4.2 million. The Company has certain foreign subsidiaries with aggregate undistributed earnings of \$11.6 million at December 31, 2015. The foreign subsidiaries with aggregate undistributed earnings are considered indefinitely reinvested as of December 31, 2015. As a result of the multitude of scenarios in which the earnings could be repatriated, if desired, and the complexity of associated calculations, it is not practicable to estimate the amount of additional tax that might be payable on the undistributed foreign earnings.

The Company made income tax payments of \$1.4 million, \$1.7 million, and \$3.3 million, in 2015, 2014 and 2013, respectively.

16. COMMITMENTS AND CONTINGENCIES***Operating Leases***

The Company leases copiers, parking spaces, buildings, a warehouse, and office space under operating lease and site license arrangements, some of which contain renewal options. Building, warehouse and office space leases range from 7 months to 74 months. Certain leases also include lease renewal options.

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

16. COMMITMENTS AND CONTINGENCIES (Continued)

The following table summarizes future minimum operating lease payments as of December 31, 2015 and the years thereafter (in thousands):

	As of December 31, 2015
Periods Ending December 31,	
2016	\$ 5,591
2017	4,367
2018	3,829
2019	1,253
2020	962
Thereafter	590
Total future minimum operating lease payments	\$ 16,592

Total expenses under operating leases were \$5.1 million, \$5.6 million and \$7.1 million during the years ended December 31, 2015, 2014 and 2013, respectively.

The Company accounts for its leases under the provisions of ASC topic 840, *Accounting for Leases* ("ASC 840"), which require that leases be evaluated and classified as operating leases or capital leases for financial reporting purposes. Certain operating leases contain rent escalation clauses, which are recorded on a straight-line basis over the initial term of the lease with the difference between the rent paid and the straight-line rent recorded as either a deferred rent asset or liability depending on the calculation. Lease incentives received from landlords are recorded as deferred rent liabilities and are amortized on a straight-line basis over the lease term as a reduction to rent expense.

Royalty Agreements

The Company has entered into agreements to license software from vendors for incorporation in the Company's products. Pursuant to some of these agreements, the Company is required to pay minimum royalties or license fees over the term of the agreement regardless of actual license sales. In addition, such agreements typically specify that, in the event the software is incorporated into specified Company products, royalties will be due at a contractual rate based on actual sales volumes. These agreements are subject to various royalty rates typically calculated based on the level of sales for those products. The Company expenses these amounts to cost of sales or research and development expense, as appropriate. Royalty expense was \$0.2 million, \$31,000, and \$0 for the years ended December 31 2015, 2014 and 2013, respectively.

Employment Agreements

The Company has agreements with certain of its executives and key employees which provide guaranteed severance payments upon termination of their employment without cause.

Litigation

In June 2011, Rosetta Stone GmbH, a subsidiary of the Company, was served with a writ filed by Langenscheidt KG ("Langenscheidt") in the District Court of Cologne, Germany alleging trademark infringement due to Rosetta Stone GmbH's use of the color yellow on its packaging of its language-learning software and the advertising thereof in Germany. Langenscheidt sought relief in the form of monetary damages and injunctive relief; however there has not been a demand for a specific amount of monetary damages and there has been no specific damage amount awarded to Langenscheidt. In January 2012, the District Court of Cologne ordered an injunction against specific uses of the color yellow made by Rosetta Stone GmbH in packaging, on its website and in television commercials and declared Rosetta Stone GmbH liable for damages, attorneys' fees and costs to Langenscheidt. In its decision, the District Court of Cologne also ordered the destruction of Rosetta Stone GmbH's product and packaging which utilized the color yellow and which was deemed to have infringed Langenscheidt's trademark. The Court of Appeals in Cologne and the German Federal Supreme Court have affirmed the District Court's decision. The Company has filed special complaints with the German Federal Supreme Court and the German Constitutional Court directed to constitutional issues in the German Federal Supreme Court's decision.

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

16. COMMITMENTS AND CONTINGENCIES (Continued)

In August 2011, Rosetta Stone GmbH commenced a separate proceeding for the cancellation of Langenscheidt's German trademark registration of yellow as an abstract color mark. In June 2012, the German Patent and Trademark Office rendered a decision in the cancellation proceeding denying our request to cancel Langenscheidt's German trademark registration. The German Federal Supreme Court has denied Rosetta Stone GmbH's further appeal but has not yet issued its written decision denying further appeal. A constitutional complaint was filed with the German Federal Supreme Court in May 2015, which is still pending.

In October 2015, the parties engaged in further settlement discussions and executed a settlement agreement pursuant to which Rosetta Stone GmbH will pay a lump sum of \$0.4 million in full settlement of all financial claims resulting from the proceedings, including damages and cost reimbursement to Langenscheidt. Both parties have withdrawn the pending motions. As of December 31, 2015, the Company recorded a liability equal to the full settlement amount of \$0.4 million, which was paid in January 2016.

From time to time, the Company has been subject to various claims and legal actions in the ordinary course of its business. The Company is not currently involved in any legal proceeding the ultimate outcome of which, in its judgment based on information currently available, would have a material impact on its business, financial condition or results of operations.

17. SEGMENT INFORMATION

The Company is managed in two operating segments - Enterprise & Education and Consumer. These segments also represent the Company's reportable segments. Segment contribution includes segment revenue and expenses incurred directly by the segment, including material costs, service costs, customer care and coaching costs, sales and marketing expenses, and bad debt expense. The Company does not allocate expenses beneficial to all segments, which include certain general and administrative expenses, facilities and communication expenses, purchasing expenses and manufacturing support and logistic expenses. These expenses are included in the unallocated expenses section of the table presented below. Revenue from transactions between the Company's operating segments is not material.

With the exception of goodwill, the Company does not identify or allocate its assets by operating segment. Consequently, the Company does not present assets or liabilities by operating segment.

ROSETTA STONE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

17. SEGMENT INFORMATION (Continued)

Operating results by segment for the years ended December 31, 2015, 2014, and 2013 were as follows (in thousands):

	Years Ended December 31,		
	2015	2014	2013
Revenue:			
Enterprise & Education	\$ 98,057	\$ 84,700	\$ 60,209
Consumer	119,613	177,153	204,436
Total revenue	<u>\$ 217,670</u>	<u>\$ 261,853</u>	<u>\$ 264,645</u>
Segment contribution:			
Enterprise & Education	\$ 30,431	\$ 22,864	\$ 20,965
Consumer	34,547	35,298	70,884
Total segment contribution	<u>64,978</u>	<u>58,162</u>	<u>91,849</u>
Unallocated expenses, net:			
Unallocated cost of sales	8,291	8,947	4,586
Unallocated sales and marketing	15,282	16,168	16,447
Unallocated research and development	29,939	33,176	33,993
Unallocated general and administrative	48,470	54,576	54,423
Unallocated non-operating expense/(income)	1,824	1,345	(424)
Unallocated impairment	6,754	20,333	—
Unallocated lease abandonment	55	3,812	842
Total unallocated expenses, net	<u>110,615</u>	<u>138,357</u>	<u>109,867</u>
Income (loss) before income taxes	\$ (45,637)	\$ (80,195)	\$ (18,018)

Geographic Information

Revenue by major geographic region is based primarily upon the geographic location of the customers who purchase the Company's products. The geographic locations of distributors and resellers who purchase and resell the Company's products may be different from the geographic locations of end customers.

The information below summarizes revenue from customers by geographic area as of December 31, 2015, 2014 and 2013, respectively (in thousands):

	Years Ended December 31,		
	2015	2014	2013
United States	\$ 177,966	\$ 212,070	\$ 223,404
International	39,704	49,783	41,241
Total Revenue	<u>\$ 217,670</u>	<u>\$ 261,853</u>	<u>\$ 264,645</u>

The information below summarizes long-lived assets by geographic area for the years ended December 31, 2015 and 2014, respectively (in thousands):

	As of December 31,	
	2015	2014
United States	\$ 18,704	\$ 20,451
International	3,828	4,826
Total	<u>\$ 22,532</u>	<u>\$ 25,277</u>

ROSETTA STONE INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

17. SEGMENT INFORMATION (Continued)

Revenue by Product and Service

The Company earns revenue from the sale of language-learning, literacy and brain fitness products and services. The information below summarizes revenue by type for the years ended December 31, 2015, 2014 and 2013, respectively (in thousands):

	As of December 31,		
	2015	2014	2013
Language learning	\$ 191,568	\$ 249,340	\$ 263,426
Literacy	21,928	9,912	1,219
Brain Fitness	4,174	2,601	—
Total	\$ 217,670	\$ 261,853	\$ 264,645

18. RELATED PARTIES

As of December 31, 2015 and 2014, the Company had outstanding receivables from employees in the amount of \$18,000 and \$67,000, respectively.

19. VALUATION AND QUALIFYING ACCOUNTS

The following table includes the Company's valuation and qualifying accounts for the respective periods (in thousands):

	Years Ended December 31,		
	2015	2014	2013
Allowance for doubtful accounts:			
Beginning balance	\$ 1,434	\$ 1,000	\$ 1,297
Charged to costs and expenses	1,657	2,405	1,420
Deductions—accounts written off	(1,895)	(1,971)	(1,717)
Ending balance	\$ 1,196	\$ 1,434	\$ 1,000
Promotional rebate and coop advertising reserves:			
Beginning balance	\$ 23,437	\$ 13,025	\$ 9,127
Charged to costs and expenses	40,563	39,249	22,881
Deductions - reserves utilized	(47,090)	(28,837)	(18,983)
Ending balance	\$ 16,910	\$ 23,437	\$ 13,025
Sales return reserve:			
Beginning balance	\$ 3,570	\$ 4,834	\$ 5,883
Charged against revenue	11,474	12,011	14,258
Deductions—reserves utilized	(11,316)	(13,275)	(15,307)
Ending balance	\$ 3,728	\$ 3,570	\$ 4,834
Deferred income tax asset valuation allowance:			
Beginning balance	\$ 53,809	\$ 33,866	\$ 29,671
Charged to costs and expenses	16,655	19,943	9,566
Deductions	—	—	(5,371)
Ending balance	\$ 70,464	\$ 53,809	\$ 33,866

ROSETTA STONE INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

20. SUPPLEMENTAL QUARTERLY FINANCIAL INFORMATION (Unaudited)

Summarized quarterly supplemental consolidated financial information for 2015 and 2014 are as follows (in thousands, except per share amounts):

	Three Months Ended			
	March 31,	June 30,	September 30,	December 31,
2015				
Revenue	\$ 58,442	\$ 51,411	\$ 49,802	\$ 58,015
Gross profit	\$ 47,140	\$ 42,391	\$ 41,136	\$ 48,476
Net loss	\$ (19,884)	\$ (8,175)	\$ (7,301)	\$ (11,436)
Basic loss per share	\$ (0.95)	\$ (0.38)	\$ (0.34)	\$ (0.52)
Shares used in basic per share computation	21,018	21,689	21,771	21,801
Diluted loss per share	\$ (0.95)	\$ (0.38)	\$ (0.34)	\$ (0.52)
Shares used in diluted per share computation	21,018	21,689	21,771	21,801
2014				
Revenue	\$ 60,765	\$ 57,315	\$ 64,515	\$ 79,258
Gross profit	\$ 48,594	\$ 45,355	\$ 51,528	\$ 63,322
Net loss	\$ (20,241)	\$ (15,750)	\$ (16,178)	\$ (21,537)
Basic loss per share	\$ (0.96)	\$ (0.74)	\$ (0.76)	\$ (1.01)
Shares used in basic per share computation	21,125	21,252	21,305	21,327
Diluted loss per share	\$ (0.96)	\$ (0.74)	\$ (0.76)	\$ (1.01)
Shares used in diluted per share computation	21,125	21,252	21,305	21,327

21. SUBSEQUENT EVENTS

On March 14, 2016, the Company announced that it intends to exit the direct sales presence in almost all of its non-U.S. and non-northern European geographies related to the distribution of Enterprise & Education language offerings. Where appropriate, the Company will seek to operate through partners in those geographies being exited. The Company will also look to initiate processes to close its software development operations in France and China. In total, if the Company's intentions are realized, these actions will reduce headcount by approximately 17% of our full-time workforce and is expected to result in annual expense reductions of approximately \$19.0 million. If fully realized, these actions will result in an estimated restructuring charge ranging between \$5.0 million and \$6.0 million, with approximately 50% accrued in the first quarter 2016, largely reflecting cash separation payments. These actions are additive to the plans discussed in Note 13 and further support a strategic shift in business focus to help address periods of losses.

On March 14, 2016, the Company executed the Fifth Amendment to its Loan and Security Agreement with Silicon Valley Bank. See Note 9 for more details.

In March 2016 the Board of Director's concluded the search for a chief executive officer and has appointed A. John Hass III as President, Chief Executive Officer, and Chairman of the Board effective April 1, 2016.

EXHIBIT INDEX

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- 2.1 Agreement and Plan of Merger among Rosetta Stone Ltd., Liberty Merger Sub Inc., LiveMocha, Inc., and Shareholder Representative Services LLC., dated April 1, 2013 (incorporated herein by reference to Exhibit 2.1 filed with Rosetta Stone's Current Report on Form 8-K filed on April 2, 2013).
 - 3.1 Second Amended and Restated Certificate of Incorporation (incorporated herein by reference to Exhibit 3.2 to Amendment No. 3 to the Company's Registration Statement on Form S-1 (No. 333-153632) filed on February 23, 2009).
 - 3.2 Second Amended and Restated Bylaws (incorporated herein by reference to Exhibit 3.4 to Amendment No. 3 to the Company's Registration Statement on Form S-1 (No. 333-153632) filed on February 23, 2009).
 - 4.1 Specimen certificate evidencing shares of common stock (incorporated herein by reference to Exhibit 4.1 to Amendment No. 3 to the Company's Registration Statement on Form S-1 (No. 333-153632) filed on February 23, 2009).
 - 4.2 Registration Rights Agreement dated as of January 4, 2006 among Rosetta Stone Inc. and the Investor Shareholders and other Shareholders listed on Exhibit A thereto (incorporated herein by reference to Exhibit 4.3 to Amendment No. 1 to the Company's Registration Statement on Form S-1 (No. 333-153632) filed on November 5, 2008).
 - 10.1 + 2006 Incentive Option Plan (incorporated herein by reference to Exhibit 10.1 to the Company's Registration Statement on Form S-1 (No. 333-153632) filed on September 23, 2008).
 - 10.2 + 2009 Omnibus Incentive Plan, as amended and restated effective February 13, 2014 (incorporated herein by reference to Exhibit 99.1 filed with the Company's Registration Statement on Form S-8 (No. 333-201025) filed on December 17, 2014).
 - 10.3 + Director Form of Option Award Agreement under the 2006 Plan (incorporated herein by reference to Exhibit 10.3 to the Company's Registration Statement on Form S-1 (No. 333-153632) filed on September 23, 2008).
 - 10.4 + Director Form of Option Award Agreement under the 2009 Plan (incorporated herein by reference to Exhibit 10.6 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2014).
 - 10.5 + Executive Form of Option Award Agreement under the 2006 Plan (incorporated herein by reference to Exhibit 10.4 to the Company's Registration Statement on Form S-1 (No. 333-153632) filed on September 23, 2008).
 - 10.6 + Executive Form of Option Award Agreement under the 2009 Plan (incorporated herein by reference to Exhibit 10.5 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2014).
 - 10.7 + Amended Executive Form of Option Award Agreement under 2009 Plan effective for awards after October 1, 2011 (incorporated herein by reference to Exhibit 10.25 in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2011).
 - 10.8 + * Amended Executive Form of Option Award Agreement under 2009 Plan effective for awards after February 1, 2016.
 - 10.9 + Form of Restricted Stock Award Agreement under the 2009 Plan (incorporated herein by reference to Exhibit 10.13 to Amendment No. 4 to the Company's Registration Statement on Form S-1 (No. 333-153632), filed on March 17, 2009).
 - 10.10 + Amended Executive Form of Restricted Stock Award Agreement under 2009 Plan effective for awards after October 1, 2011 (incorporated herein by reference to Exhibit 10.26 in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2011).
 - 10.11 + * Amended Executive Form of Restricted Stock Award Agreement under 2009 Plan effective for awards after February 1, 2016.
 - 10.12 + Director Form of Restricted Stock Unit Award Agreement under the 2009 Plan (incorporated herein by reference to Exhibit 10.12 in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2014).
 - 10.13 + Director Form of Restricted Stock Unit Award Agreement under the 2009 Plan (for awards beginning June 2015) (incorporated herein by reference to Exhibit 10.2 of the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2015)
 - 10.14 + 2013 Rosetta Stone Inc. Long Term Incentive Program (pursuant to the Rosetta Stone Inc. 2009 Omnibus Incentive Plan) (incorporated herein by reference to Exhibit 10.24 in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2014).
 - 10.15 + Form of Award Agreement under the 2013 Long Term Incentive Program (incorporated herein by reference to Exhibit 10.25 in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2014).
 - 10.16 + 2014 Executive Bonus Plan (incorporated herein by reference to Exhibit 10.23 in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2014).
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- 10.17 + Policy on Recoupment of Performance Based Compensation (Clawback Policy) (incorporated herein by reference to Exhibit 10.26 in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2014).
- 10.18 +* Rosetta Stone Inc. Change in Control Severance Plan.
- 10.19 Form of Indemnification Agreement entered into with each director and executive officer (incorporated herein by reference to Exhibit 10.7 to the Company's Registration Statement on Form S-1 (No. 333-153632) filed on September 23, 2008).
- 10.20 Form of Indemnification Agreement to be entered into with each director and executive officer, revised as of August 2015 (incorporated herein by reference to Exhibit 10.1 of the Company's Quarterly Report on Form 10-Q for the period ended September 30, 2015).
- 10.21 + Executive Employment Agreement between Rosetta Stone Ltd. and Stephen Swad effective as of November 9, 2010 (incorporated herein by reference to Exhibit 10.1 filed with the Company's Current Report on Form 8-K filed on October 13, 2010).
- 10.22 + Amendment to Executive Employment Agreement between Rosetta Stone Ltd. and Stephen Swad effective as of December 22, 2011 (incorporated herein by reference to Exhibit 10.22 in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2011).
- 10.23 + Second Amendment to Executive Employment Agreement between Rosetta Stone Ltd. and Stephen Swad effective as of February 22, 2012 (incorporated herein by reference to Exhibit 10.23 in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2011).
- 10.24 + Executive Employment Agreement between Rosetta Stone Ltd. and Judy Verses effective as of October 5, 2011 (incorporated herein by reference to Exhibit 10.18 in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2011).
- 10.25 + Executive Employment Agreement between Rosetta Stone Ltd. and Thomas Piemo effective as of May 2, 2012 (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on May 1, 2012).
- 10.26 + Executive Employment Agreement between Rosetta Stone Ltd. and Christian Na effective as of June 2, 2014 (incorporated herein by reference to Exhibit 10.28 in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2014).
- 10.27 + Agreement and General Release between Rosetta Stone Ltd. and Christian Na effective as of December 2, 2014 (incorporated herein by reference to Exhibit 10.29 in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2014).
- 10.28 + Executive Employment Agreement between Rosetta Stone Ltd. and Eric Ludwig effective as of January 1, 2015 (incorporated herein by reference to Exhibit 10.30 in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2014).
- 10.29 + Director Agreement between Rosetta Stone Inc. and A. John Hass III effective as of November 18, 2014 (incorporated herein by reference to Exhibit 10.31 in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2014).
- 10.30 + Executive Employment Agreement between Rosetta Stone Ltd. and A. John Hass III effective as of April 1, 2015 (incorporated herein by reference to Exhibit 10.2 of the Company's Quarterly Report on Form 10-Q for the period ended September 30, 2015).
- 10.31 + Executive Employment Agreement between the Company and Sonia Cudd, effective as of January 2, 2015 (incorporated herein by reference to Exhibit 10.2 of the Company's Quarterly Report on Form 10-Q for the period ended March 31, 2015).
- 10.32 Nomination and Support Agreement between John H. Lewis, Osmium Partners, LLC, Osmium Capital, LP, Osmium Capital II, LP, Osmium Spartan, LP, Osmium Diamond, LP, Osmium Special Opportunity Fund, LP, and Rosetta Stone Inc. effective as of November 18, 2014 (incorporated by reference to Exhibit 10.1 filed to the Company's Current Report on Form 8-K filed on November 19, 2014).
- 10.33 Lease Agreement dated as of February 20, 2006, by and between Premier Flex Condos, LLC and Fairfield Language Technologies, Inc., as amended (incorporated herein by reference to Exhibit 10.10 to Amendment No. 1 to the Company's Registration Statement on Form S-1 (No. 333-153632), filed on November 5, 2008).
- 10.34 Sublease Agreement dated as of October 6, 2008, by and between The Corporate Executive Board Company and Rosetta Stone Ltd. (incorporated herein by reference to Exhibit 10.11 to Amendment No. 1 to the Company's Registration Statement on Form S-1 (No. 333-153632), filed on November 5, 2008).
- 10.35 First Amendment to Sublease Agreement with The Corporate Executive Board, dated as of November 1, 2012 (incorporated herein by reference to Exhibit 10.23 filed with the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2012).
- 10.36 Sub-Sublease Agreement dated as of April 3, 2014, by and between Rosetta Stone Ltd. and The Corporate Executive Board Company (incorporated herein by reference to Exhibit 10.27 in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2014).
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10.37 +	Software License Agreement by and between The Regents of the University of Colorado and Fairfield & Sons Ltd. dated as of December 22, 2006 (incorporated herein by reference to Exhibit 10.12 to Amendment No. 2 to the Company's Registration Statement on Form S-1 (No. 333-153632), filed on January 21, 2009).
10.38	Loan and Security Agreement between Rosetta Stone Ltd. and Silicon Valley Bank, executed on October 28, 2014 (incorporated herein by reference to Exhibit 99.3 filed to the Company's Current Report on Form 8-K filed on October 29, 2014).
10.39	First Amendment to Loan and Security Agreement between Rosetta Stone Ltd. and Silicon Valley Bank, effective as of March 31, 2015 (incorporated herein by reference to Exhibit 10.1 of the Company's Quarterly Report on Form 10-Q for the period ended March 31, 2015).
10.40	Second Amendment to Loan and Security Agreement between Rosetta Stone Ltd. and Silicon Valley Bank, effective as of May 1, 2015 (incorporated herein by reference to Exhibit 10.3 of the Company's Quarterly Report on Form 10-Q for the period ended March 31, 2015).
10.41	Third Amendment to Loan and Security Agreement dated as of June 29, 2015 between Silicon Valley Bank and Rosetta Stone Ltd. (incorporated herein by reference to Exhibit 10.1 of the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2015).
10.42 *	Fourth Amendment to Loan and Security Agreement dated as of December 29, 2015 between Silicon Valley Bank and Rosetta Stone Ltd.
21.1	Rosetta Stone Inc. Subsidiaries.
23.1	Consent of Deloitte & Touche LLP, independent registered public accounting firm.
24.1	Power of Attorney.
31.1	Certifications of Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certifications of Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certifications of Principal Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certifications of Principal Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	Interactive Data Files.

* Filed herewith.

*** Portions of this exhibit have been omitted pursuant to a request for confidential treatment.

+ Identifies management contracts and compensatory plans or arrangements.

**ROSETTA STONE INC.
2009 OMNIBUS INCENTIVE PLAN**

**COVER SHEET TO
NONQUALIFIED STOCK OPTION AWARD AGREEMENT**

Rosetta Stone Inc., a Delaware corporation (the "*Company*"), hereby grants an option to purchase shares of its Class B Common Stock, \$.00005 par value (the "*Stock*"), to the optionee named below (the "*Option*"). The terms and conditions of the Option are set forth in the Nonqualified Stock Option Award Agreement and in the Rosetta Stone Inc. 2009 Omnibus Incentive Plan (the "*Plan*").

Grant Date: %%OPTION_DATE%

Name of Optionee: %%FIRST_NAME% %%LAST_NAME%

Optionee's Employee Identification Number: %%EMPLOYEE_IDENTIFIER%

Number of Shares Covered by Option: %%TOTAL_SHARES_GRANTED%

Option Price per Share: %%OPTION_PRICE%

Vesting Start Date: %%VEST_BASE_DATE%

Executive understands and agrees that this Non-Qualified Stock Option Award is granted subject to and in accordance with the terms of the Rosetta Stone, Inc. %%EQUITY_PLAN% (the "*Plan*"). Executive further agrees to be bound by the terms of the Plan and the terms of the Non-Qualified Stock Option Award as set forth in the Non-Qualified Stock Option Agreement and any Addenda to such Non-Qualified Stock Option Agreement. A copy of the Plan is available on www.Etrade.com.

Nothing in this Notice or in the Non-Qualified Stock Option Agreement or in the Plan shall confer upon Executive any right to continue in service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Affiliate employing or retaining Executive) or of Executive, which rights are hereby expressly reserved by each, to terminate Executive's Service at any time for any reason, with or without cause.

Definitions. All capitalized terms in this Cover Sheet shall have the meaning assigned to them in this Cover Sheet or in the Non-Qualified Stock Option Agreement.

ROSETTA STONE INC.

**ROSETTA STONE INC.
2009 OMNIBUS INCENTIVE PLAN AS AMENDED**

NONQUALIFIED STOCK OPTION AWARD AGREEMENT

This **NONQUALIFIED STOCK OPTION AWARD AGREEMENT** (this “*Agreement*”) and the Cover Sheet to which this Agreement is attached (the “*Cover Sheet*”) are entered into between Rosetta Stone Inc., a Delaware corporation (the “*Company*”), and Optionee (as that term is defined in the Cover Sheet). The Board of Directors of the Company has adopted, and the stockholders of the Company have approved, the Rosetta Stone Inc. 2009 Omnibus Incentive Plan, as amended (the “*Plan*”), the terms of which are incorporated by reference herein in their entirety. Any term used in this Agreement that is not specifically defined herein shall have the meaning specified in the Plan.

IT IS AGREED:

1. **Grant of Option.** Subject to the terms of the Plan, this Agreement and the Cover Sheet, on the Grant Date set forth on the Cover Sheet (the “*Grant Date*”), the Company granted to Optionee an option (the “*Option*”) to purchase that number of shares of the Company’s common stock, \$.00005 par value (the “*Stock*”), at the Option Price per Share of Stock set forth on the Cover Sheet (the “*Option Price*”), subject to adjustment as provided in the Plan.

2. **Type of Option.** The Option is a nonqualified stock option which is not intended to be governed by section 422 of the Code and will be interpreted accordingly.

3. **Optionee’s Agreement.** In accepting the Option, Optionee accepts and agrees to be bound by all the terms and conditions of the Plan which pertain to nonqualified stock options granted under the Plan.

4. **Vesting of Option.** Subject to the provisions of the Plan and the provision of this Agreement (including the requirement in Section 6 that Optionee continue to be employed by the Company or a Subsidiary Corporation on the dates set forth below), the Option will vest and become exercisable in accordance with the following terms:

(a) on the first anniversary of the Vesting Start Date (as set forth on the Cover Sheet), and on each succeeding anniversary date of the Vesting Start Date, the Option will vest with respect to, and may be exercised for up to, one-fourth (1/4th) of the total number of shares of the Stock subject to the Option as set forth on the Cover Sheet (the “*Option Shares*”), rounded to the nearest whole number of shares, except that on the fourth anniversary of the Vesting Start Date the Option shall vest with respect to the remaining number of Option Shares for which the Option has not previously vested;

(b) If the Optionee’s employment terminates as a result of the Optionee’s involuntary termination not-for-Cause, any portion of the Option that is vested as of the date of such termination of employment will remain exercisable until the earlier of (i) the date that is sixty (60) days following the date of such termination of the Optionee’s employment or (ii) the Option

General Expiration Date. In the event of such a termination of employment, the portion, if any, of the Option that is unvested as of the date of such termination will immediately vest and become exercisable in an amount equal to (A) the product obtained by multiplying (x) the total number of Option Shares granted under this Agreement by (y) a fraction, the numerator of which is the number of days in the period beginning on the Grant Date and ending on the date of such termination of Employment, and the denominator of which is the number of days in the period beginning on the Grant Date and ending on the fourth anniversary of the Grant Date, minus (B) the number of Option Shares that have vested pursuant to the vesting schedule set forth in Section 4(a) above as of the date of termination; and the portion of the Option that becomes so vested in accordance with this sentence will thereafter remain exercisable for the period of time set forth above in this Section 4(b). Any portion of the Option that does not vest after application of the preceding sentence will be immediately forfeited upon the date of such termination without any payment or consideration due by the Company;

(c) upon the termination of employment of the Optionee by the Company without Cause or by the Optionee for Good Reason, in either case, within one year following the occurrence of a Change in Control, any portion of the Option Shares that have not previously vested will vest and the Option shall be exercisable in full; and

(d) to the extent not exercised, installments of vested Option Shares shall be cumulative and may be exercised in whole or in part.

5. *Manner of Exercise.*

(a) To the extent that the Option is vested and exercisable in accordance with Section 4 of this Agreement, the Option may be exercised by Optionee at any time, or from time to time, in whole or in part, on or prior to the termination of the Option (as set forth in Section 6 of this Agreement) upon payment of the Option Price for the Option Shares to be acquired in accordance with the terms and conditions of this Agreement and the Plan.

(b) If Optionee is entitled to exercise the vested and exercisable portion of the Option, and wishes to do so, in whole or part, Optionee shall (i) deliver to the Company a fully completed and executed notice of exercise, in such form as may be designated by the Company in its sole discretion, specifying the exercise date and the number of Option Shares to be purchased pursuant to such exercise and (ii) remit to the Company in a form satisfactory to the Company, in its sole discretion, the Option Price for the Option Shares to be acquired on exercise of the Option, plus an amount sufficient to satisfy any withholding tax obligations of the Company that arise in connection with such exercise (as determined by the Company) in accordance with the provisions of the Plan.

(c) The Company's obligation to deliver shares of the Stock to Optionee under this Agreement is subject to and conditioned upon Optionee satisfying all tax obligations associated with Optionee's receipt, holding and exercise of the Option. Unless otherwise approved by the Committee, all such tax obligations shall be payable in accordance with the provisions of the Plan.

(d) The Company and its Affiliates and subsidiaries, as applicable, shall be entitled to deduct from any compensation otherwise due to Optionee the amount necessary to satisfy all such taxes.

(e) Upon full payment of the Option Price and satisfaction of all applicable tax obligations, and subject to the applicable terms and conditions of the Plan and the terms and conditions of this Agreement, the Company shall cause certificates for the shares purchased hereunder to be delivered to Optionee or cause an uncertificated book-entry representing such shares to be made in the name of Optionee.

6. **Termination of Option.** Unless the Option terminates earlier as provided in this Section 6 the Option shall terminate and become null and void at the close of business at the Company's principal business office on the day before the date of the tenth anniversary of the Grant Date (the "*Option General Expiration Date*"). If Optionee ceases to be an employee of the Company or any Subsidiary Corporation for any reason the Option shall not continue to vest after such cessation of service as an employee of the Company or Subsidiary Corporation.

(a) If Optionee ceases to be an employee of the Company or any Subsidiary Corporation due to death or Disability, (i) the portion of the Option that was exercisable on the date of such cessation shall remain exercisable for, and shall otherwise terminate and become null and void at the close of business at the Company's principal business office on the day that is six (6) months after the date of such death or Disability, but in no event after the Option General Expiration Date; and (ii) the portion of the Option that was not exercisable on the date of such cessation shall be forfeited and become null and void immediately upon such cessation.

(b) If Optionee ceases to be an employee of the Company or a Subsidiary Corporation due to Cause, all of the Option shall be forfeited and become null and void immediately upon such cessation, whether or not then exercisable.

(c) If Optionee ceases to be an employee of the Company or a Subsidiary Corporation for any reason other than death, Disability, or Cause, (i) the portion of the Option that was exercisable on the date of such cessation shall remain exercisable for, and shall otherwise terminate and become null and void at the close of business at the Company's principal business office on the later of (x) the day that is sixty (60) days after the date of such cessation, or (y) the day that is thirty (30) after any blackout period(s) under the Company's Insider Trading Compliance Policy (as in effect from time to time) to the extent Optionee is then subject to any such blackout period(s), but in no event after the Option General Expiration Date, and (ii) the portion of the Option that was not exercisable on the date of such cessation shall be forfeited and become null and void immediately upon such cessation.

(d) Upon the death of Optionee prior to the expiration of the Option, Optionee's executors, administrators or any person or persons to whom the Option may be transferred by will or by the laws of descent and distribution, shall have the right, at any time prior to the termination of the Option to exercise the Option with respect to the number of shares that Optionee would have been entitled to exercise if he were still alive.

7. **Tax Withholding.** To the extent that the receipt of the Option, this Agreement or the Cover Sheet, the vesting of the Option or the exercise of the Option results in income to Optionee for federal, state, local or foreign income, employment or other tax purposes with respect to which the Company or its subsidiaries or any Affiliate has a withholding obligation, Optionee shall deliver to the Company at the time of such receipt, vesting or exercise, as the case may be, such amount of money as the Company or its subsidiaries or any Affiliate may require to meet its obligation under applicable tax laws or regulations, and, if Optionee fails to do so, the Company or its subsidiaries or any Affiliate is authorized to withhold from the shares subject to the Option (based on the Fair Market Value of such shares as of the date the amount of tax to be withheld is determined) or from any cash or stock remuneration then or thereafter payable to Optionee any tax required to be withheld by reason of such taxable income, sufficient to satisfy the withholding obligation.

8. **Capital Adjustments and Reorganizations.** The existence of the Option shall not affect in any way the right or power of the Company or any company the stock of which is awarded pursuant to this Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.

9. **Employment Relationship.** For purposes of this Agreement, Optionee shall be considered to be in the employment of the Company, any Subsidiary Corporation or any Affiliates as long as Optionee has an employment relationship with the Company, any Subsidiary Corporation or any Affiliates. The Committee shall determine any questions as to whether and when there has been a termination of such employment relationship, and the cause of such termination, under the Plan and the Committee's determination shall be final and binding on all persons.

10. **Not an Employment Agreement.** This Agreement is not an employment or service agreement, and no provision of this Agreement shall be construed or interpreted to create an employment or other service relationship between Optionee and the Company, its subsidiaries or any of its Affiliates or guarantee the right to remain employed by the Company, its subsidiaries or any of its Affiliates, for any specified term or require the Company, its subsidiaries or any Affiliate to employ Optionee for any period of time.

11. **No Rights As Stockholder.** Optionee shall not have any rights as a stockholder with respect to any Option Shares until the date of the issuance of such shares following Optionee's exercise of the Option pursuant to its terms and conditions and payment of all amounts for and with respect to the shares. No adjustment shall be made for dividends or other rights for which the record date is prior to the date a certificate or certificates are issued for such shares or an uncertificated book-entry representing such shares is made.

12. **Legend.** Optionee consents to the placing on the certificate for any Option Shares of an appropriate legend restricting resale or other transfer of such shares except in accordance with the Securities Act of 1933 and all applicable rules thereunder.

13. **Notices.** Any notice, instruction, authorization, request, demand or other communications required hereunder shall be in writing, and shall be delivered either by personal

delivery, by telegram, telex, teletype or similar facsimile means, by certified or registered mail, return receipt requested, or by courier or delivery service, addressed to the Company at the Company's principal business office address to the attention of the Company's General Counsel and to Optionee at Optionee's residential address as it appears on the books and records of the Company, or at such other address and number as a party shall have previously designated by written notice given to the other party in the manner hereinabove set forth. Notices shall be deemed given when received, if sent by facsimile means (confirmation of such receipt by confirmed facsimile transmission being deemed receipt of communications sent by facsimile means); and when delivered (or upon the date of attempted delivery where delivery is refused), if hand-delivered, sent by express courier or delivery service, or sent by certified or registered mail, return receipt requested.

14. **Amendment and Waiver.** Except as otherwise provided herein or in the Plan or as necessary to implement the provisions of the Plan, this Agreement may be amended, modified or superseded only by written instrument executed by the Company and Optionee. Only a written instrument executed and delivered by the party waiving compliance hereof shall waive any of the terms or conditions of this Agreement. Any waiver granted by the Company shall be effective only if executed and delivered by a duly authorized director or officer of the Company other than Optionee. The failure of any party at any time or times to require performance of any provisions hereof shall in no manner effect the right to enforce the same. No waiver by any party of any term or condition, or the breach of any term or condition contained in this Agreement, in one or more instances, shall be construed as a continuing waiver of any such condition or breach, a waiver of any other condition, or the breach of any other term or condition.

15. **Dispute Resolution.** In the event of any difference of opinion concerning the meaning or effect of the Plan or this Agreement, such difference shall be resolved by the Committee.

16. **Governing Law and Severability.** The validity, construction and performance of this Agreement shall be governed by the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The invalidity of any provision of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect.

17. **Transfer Restrictions.** The Option Shares may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws or of any applicable requirements of any stock exchange on which the Company's shares of Stock may be listed. Optionee also agrees (a) that the Company may refuse to cause the transfer of Option Shares to be registered on the applicable stock transfer records if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable securities law and (b) that the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the Option Shares.

18. **Discretionary Nature of Plan.** The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the Option Shares in this Agreement does not create any contractual right or other right to receive any Option Shares or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company.

Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Optionee's employment with the Company.

19. **Successors and Assigns.** This Agreement shall, except as herein stated to the contrary, inure to the benefit of and bind the legal representatives, successors and assigns of the parties hereto.

20. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original for all purposes but all of which taken together shall constitute but one and the same instrument.

21. **Option Transfer Prohibitions.** The Option granted to Optionee under this Agreement shall not be transferable or assignable by Optionee other than by will or the laws of descent and distribution, and shall be exercisable during Optionee's lifetime only by him.

22. **Definitions.** The words and phrases defined in this Section 21 shall have the respective meanings set forth below throughout this Agreement, unless the context in which any such word or phrase appears reasonably requires a broader, narrower or different meaning.

(a) "*Cause*" shall mean Optionee (i) committed a felony or a crime involving moral turpitude or committed any other act or omission involving fraud, embezzlement or any other act of dishonesty in the course of his employment by the Company or an Affiliate which conduct damaged the Company or an Affiliate; (ii) substantially and repeatedly failed to perform duties of the office held by him or her as reasonably directed by the Company or an Affiliate; (iii) committed gross negligence or willful misconduct with respect to the Company or an Affiliate; (iv) committed a material breach of any employment agreement between the Optionee and the Company or an Affiliate that is not cured within ten (10) days after receipt of written notice thereof from the Company or the Affiliate, as applicable; (v) failed, within ten (10) days after receipt by the Optionee of written notice thereof from the Company or an Affiliate, to correct, cease or otherwise alter any failure to comply with instructions or other action or omission which the Board reasonably believes does or may materially or adversely affect the Company's or an Affiliate's business or operations; (vi) committed misconduct which is of such a serious or substantial nature that a reasonable likelihood exists that such misconduct will materially injure the reputation of the Company or an Affiliate; (vii) harassed or discriminated against the Company's or an Affiliate's employees, customers or vendors in violation of the Company's policies with respect to such matters; (viii) misappropriated funds or assets of the Company or an Affiliate for personal use or willfully violated the Company policies or standards of business conduct as determined in good faith by the Board; (ix) failed, due to some action or inaction on the part of the Optionee, to have immigration status that permits the Optionee to maintain full-time employment with the Company or an Affiliate in the United States in compliance with all applicable immigration law; or (x) disclosed trade secrets of the Company or an Affiliate.

(b) "*Change in Control*" means (i) the liquidation, dissolution or winding-up of the Company, (ii) the sale, license or lease of all or substantially all of the assets of the Company, or (iii) a share exchange, reorganization, recapitalization, or merger or consolidation of the Company with or into any other corporation or corporations (or other form of business entity) or of any other

corporation or corporations (or other form of business entity) with or into the Company, but excluding any merger effected exclusively for the purpose of changing the domicile of the Company; provided, however, that a Change in Control shall not include any of the aforementioned transactions listed in clauses (i), (ii) and (iii) involving the Company or a Subsidiary Corporation in which the holders of shares of the Company voting stock outstanding immediately prior to such transaction or any Affiliate of such holders continue to hold at least a majority, by voting power, of the capital stock or, by a majority, based on fair market value as determined in good faith by the Board, of the assets, in each case in substantially the same proportion, of (x) the surviving or resulting corporation (or other form of business entity), (y) if the surviving or resulting corporation (or other form of business entity) is a wholly owned subsidiary of another corporation (or other form of business entity) immediately following such transaction, the parent corporation (or other form of business entity) of such surviving or resulting corporation (or other form of business entity) or (z) a successor entity holding a majority of the assets of the Company. In addition, a Change in Control shall not include a bona fide, firm commitment underwritten public offering of the Stock pursuant to a registration statement declared effective under the Securities Act of 1933, as amended.

(c) “*Disability*” shall have the meaning ascribed to such term in the Plan, as it may be amended from time to time.

(d) “*Good Reason*” shall have the meaning ascribed to such term in the Optionee’s employment agreement with the Company, or, if none, the Optionee’s resignation from employment with the Company due to (i) a material diminution in Optionee’s annual base salary, duties, authority or responsibilities or (ii) relocation of the Optionee’s primary place of employment to a geographic area more than fifty (50) miles from Optionee’s then-current primary place of employment, without the Optionee’s consent; provided that the Optionee has given thirty (30) days advance written notice to the Company of the initial existence of the condition described in (i) and/or (ii) and the Company has not within such thirty (30) day period remedied the condition.

23. ***Acceptance.*** Optionee agrees that by accepting this Agreement, Optionee confirms that Optionee has read and understands the terms and provisions thereof, and accepts the Option Shares subject to all of the terms and conditions of the Plan and this Agreement. Optionee acknowledges that there may be adverse tax consequences upon exercise of the Option Shares or disposition of the underlying shares and that Optionee should consult a tax advisor prior to such exercise or disposition.

**ROSETTA STONE INC.
2009 OMNIBUS INCENTIVE PLAN AS AMENDED**

**COVER SHEET TO
RESTRICTED STOCK AWARD AGREEMENT**

Rosetta Stone Inc., a Delaware corporation (the “*Company*”), has granted to the individual whose name is set forth below on the “Name of Executive” line (“*Executive*”) the shares of the Company’s common stock, \$.00005 par value, specified herein, subject to the terms and conditions set forth in this Cover Sheet, in the attached Restricted Stock Award Agreement and in the Rosetta Stone Inc. 2009 Omnibus Incentive Plan, as amended (the “*Plan*”).

Grant Date: %%OPTION_DATE,'MM/DD/YYYY'%%-%

Name of Executive: %%FIRST_NAME%%-% %%LAST_NAME%%-%

Executive’s Employee Identification Number: %%EMPLOYEE_IDENTIFIER%%-%s

Number of Shares of Restricted Stock Granted: %%TOTAL_SHARES_GRANTED,'999,999,999'%%-%

Vesting Start Date: %%VEST_BASE_DATE%%-%

Executive understands and agrees that this Restricted Stock Award is granted subject to and in accordance with the terms of the Rosetta Stone, Inc. %%EQUITY_PLAN%%-% (the “*Plan*”). Executive further agrees to be bound by the terms of the Plan and the terms of the Restricted Stock Award as set forth in the Restricted Stock Award Agreement and any Addenda to such Restricted Stock Award Agreement. A copy of the Plan is available on www.etrade.com.

Nothing in this Cover Sheet or in the Restricted Stock Award Agreement or in the Plan shall confer upon Executive any right to continue in service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Affiliate employing or retaining Executive) or of Executive, which rights are hereby expressly reserved by each, to terminate Executive's Service at any time for any reason, with or without cause.

Definitions. All capitalized terms in this Cover Sheet shall have the meaning assigned to them in this Cover Sheet or in the Restricted Stock Award Agreement.

THIS AGREEMENT IS NOT A STOCK CERTIFICATE OR A NEGOTIABLE INSTRUMENT

**ROSETTA STONE INC.
2009 OMNIBUS INCENTIVE PLAN AS AMENDED**

RESTRICTED STOCK AWARD AGREEMENT

This **RESTRICTED STOCK AWARD AGREEMENT** (this “*Agreement*”) and the Cover Sheet to which this Agreement is attached (the “*Cover Sheet*”) is made by and between Rosetta Stone Inc., a Delaware corporation (the “*Company*”), and Executive (as that term is defined in the Covered Sheet), effective as of the Grant Date set forth on the Cover Sheet (the “*Grant Date*”), pursuant to the Rosetta Stone Inc. 2009 Omnibus Incentive Plan, as amended (the “*Plan*”), a copy of which previously has been made available to Executive and the terms and provisions of which are incorporated by reference herein.

WHEREAS, the Board of Directors of the Company (the “*Board*”) has determined that it is in the best interest of the Company and its shareholders to grant to Executive the shares of the Company’s common stock, \$.00005 par value, set forth on the “Number of Shares of Restricted Stock Granted” line on the Cover Sheet (the “*Shares*”), subject to the terms and conditions of this Agreement; and

WHEREAS, Executive desires to have the opportunity to hold the Shares subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings indicated:
 - (a) “*Change in Control*” means (i) the liquidation, dissolution or winding-up of the Company, (ii) the sale, license or lease of all or substantially all of the assets of the Company, or (iii) a share exchange, reorganization, recapitalization, or merger or consolidation of the Company with or into any other corporation or corporations (or other form of business entity) or of any other corporation or corporations (or other form of business entity) with or into the Company, but excluding any merger effected exclusively for the purpose of changing the domicile of the Company; provided, however, that a Change in Control shall not include any of the aforementioned transactions listed in clauses (i), (ii) and (iii) involving the Company or a Subsidiary Corporation in which the holders of shares of the Company voting stock outstanding immediately prior to such transaction or any Affiliate of such holders continue to hold at least a majority, by voting power, of the capital stock or, by a majority, based on fair market value as determined in good faith by the Board, of the assets, in each case in substantially the same proportion, of (x) the surviving or resulting corporation (or other form of business entity), (y) if the surviving or resulting corporation (or other form of business entity) is a wholly owned subsidiary of another corporation (or other form of business entity) immediately following such transaction, the parent corporation (or other form of business entity) of such surviving or resulting corporation (or other form of business entity) or (z) a successor entity holding a majority of the assets of the Company. In addition,

a Change in Control shall not include a bona fide, firm commitment underwritten public offering of the Stock pursuant to a registration statement declared effective under the Securities Act of 1933, as amended.

- (b) “*Forfeiture Restrictions*” shall mean the prohibitions and restrictions set forth herein with respect to the sale or other disposition of the Shares issued to Executive hereunder and the obligation to forfeit and surrender such Shares to the Company.
- (c) “*Period of Restriction*” shall mean the period during which Restricted Shares are subject to Forfeiture Restrictions and during which Restricted Shares may not be sold, assigned, transferred, pledged or otherwise encumbered.
- (d) “*Restricted Shares*” shall mean the Shares that are subject to the Forfeiture Restrictions under this Agreement.
- (e) “*Cause*” shall mean Executive (i) committed a felony or a crime involving moral turpitude or committed any other act or omission involving fraud, embezzlement or any other act of dishonesty in the course of his employment by the Company or an Affiliate which conduct damaged the Company or an Affiliate; (ii) substantially and repeatedly failed to perform duties of the office held by him or her as reasonably directed by the Company or an Affiliate; (iii) committed gross negligence or willful misconduct with respect to the Company or an Affiliate; (iv) committed a material breach of any employment agreement between the Executive and the Company or an Affiliate that is not cured within ten (10) days after receipt of written notice thereof from the Company or the Affiliate, as applicable; (v) failed, within ten (10) days after receipt by the Executive of written notice thereof from the Company or an Affiliate, to correct, cease or otherwise alter any failure to comply with instructions or other action or omission which the Board or CEO reasonably believes does or may materially or adversely affect the Company’s or an Affiliate’s business or operations; (vi) committed misconduct which is of such a serious or substantial nature that a reasonable likelihood exists that such misconduct will materially injure the reputation of the Company or an Affiliate; (vii) harassed or discriminated against the Company’s or an Affiliate’s employees, customers or vendors in violation of the Company’s policies with respect to such matters; (viii) misappropriated funds or assets of the Company or an Affiliate for personal use or willfully violated the Company policies or standards of business conduct as determined in good faith by the Board or the CEO; (ix) failed, due to some action or inaction on the part of the Executive, to have immigration status that permits the Executive to maintain full-time employment with the Company or an Affiliate in the United States in compliance with all applicable immigration law; or (x) disclosed trade secrets of the Company or an Affiliate.
- (f) “*Disability*” shall have the meaning ascribed to such term in the Plan, as it may be amended from time to time.
- (g) “*Good Reason*” shall have the meaning ascribed to such term in the Executive’s employment agreement with the Company, or, if none, the Executive’s resignation from employment with the Company due to (i) a material diminution in Executive’s annual base salary, duties, authority or responsibilities or (ii) relocation of the Executive’s primary place of employment to a geographic area more than fifty (50) miles from Executive’s then-current primary place

of employment, without the Executive's consent; provided that the Executive has given thirty (30) days advance written notice to the Company of the initial existence of the condition described in (i) and/or (ii) and the Company has not within such thirty (30) day period remedied the condition.

Capitalized terms not otherwise defined in this Agreement shall have the meanings given to such terms in the Plan.

2. **Grant of Restricted Shares.** Effective as of the Grant Date, the Company shall cause to be issued in Executive's name the Shares as Restricted Shares. The Company shall cause electronic book entries evidencing the Restricted Shares, and any shares of the Stock or rights to acquire shares of the Stock distributed by the Company in respect of Restricted Shares during any Period of Restriction (the "*Retained Stock Distributions*"), to be issued in Executive's name. During the Period of Restriction such electronic book entries shall contain a restrictive legend notation to the effect that ownership of such Restricted Shares (and any Retained Stock Distributions), and the enjoyment of all rights appurtenant thereto, are subject to the restrictions, terms, and conditions provided in the Plan and this Agreement. During the Period of Restriction any regular dividends paid in cash or property (other than Retained Stock Distributions) with respect to the Restricted Shares and Retained Stock Distributions (the "*Retained Cash Distributions*") shall not be paid to Executive but instead shall be accumulated by the Company until the date the Forfeiture Restrictions applicable to the Restricted Shares and Retained Stock Distributions with respect to which such Retained Cash Distributions shall have been made, paid, or declared shall have become vested and then on that date such Retained Cash Distributions shall be paid to Executive. Executive shall have the right to vote the Restricted Shares awarded to Executive and to exercise all other rights, powers and privileges of a holder of the Shares, with respect to such Restricted Shares, with the exception that (a) Executive shall not be entitled to delivery of such Restricted Shares until the Forfeiture Restrictions applicable thereto shall have expired, (b) the Company shall retain custody of all Retained Stock Distributions made or declared with respect to the Restricted Shares and Retained Cash Distributions made or declared with respect to the Restricted Shares and the Retained Stock Distributions (and such Retained Stock Distributions and Retained Cash Distributions shall be subject to the same restrictions, terms and conditions as are applicable to the Restricted Shares) until such time, if ever, as the Restricted Shares with respect to which such Retained Stock Distributions and Restricted Cash Distributions shall have been made, paid, or declared shall have become vested, and such Retained Stock Distributions and Retained Cash Distributions shall not bear interest or be segregated in separate accounts and (c) Executive may not sell, assign, transfer, pledge, exchange, encumber, or dispose of the Restricted Shares or any Retained Stock Distributions or any Restricted Cash Distributions during the Period of Restriction. Upon issuance the book entry representing the Restricted Shares shall be delivered to such depository as may be designated by the Compensation Committee of the Board (the "Committee") as a depository for safekeeping until the forfeiture of such Restricted Shares occurs or the Forfeiture Restrictions lapse, together with stock powers or other instruments of assignment, each endorsed in blank, which will permit transfer to the Company of all or any portion of the Restricted Shares and any securities constituting Retained Stock Distributions which shall be forfeited in accordance with the Plan and this Agreement. In

accepting the award of the Shares set forth in this Agreement Executive accepts and agrees to be bound by all the terms and conditions of the Plan and this Agreement.

3. **Transfer Restrictions.** The Shares granted hereby may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of, to the extent then subject to the Forfeiture Restrictions. Any such attempted sale, assignment, pledge, exchange, hypothecation, transfer, encumbrance or disposition in violation of this Agreement shall be void and the Company shall not be bound thereby. Further, the Shares granted hereby that are no longer subject to Forfeiture Restrictions may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable securities laws. Executive also agrees that the Company may (a) refuse to cause the transfer of the Shares to be registered on the applicable stock transfer records of the Company if such proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of any applicable securities law and (b) give related instructions to the transfer agent, if any, to stop registration of the transfer of the Shares. The Shares are registered with the Securities and Exchange Commission under a Registration Statement on Form S-8. A Prospectus describing the Plan and the Shares is available from the Company.
4. **Vesting.**
 - (a) The Shares that are granted hereby shall be subject to the Forfeiture Restrictions. The Forfeiture Restrictions shall lapse as to the Shares that are granted hereby in accordance with the following schedule, provided that Executive's employment with the Company or its direct or indirect subsidiaries has not terminated prior to the applicable lapse date. On the first anniversary of the Vesting Start Date (as set forth in the Cover Sheet), and on each succeeding anniversary of the Vesting Start Date (each such anniversary date being referred to as a "lapse date"), the Forfeiture Restrictions shall lapse with respect to one-fourth (1/4th) of the total number of Shares granted hereby, rounded to the nearest whole number, except that on the fourth anniversary of the Vesting Start Date the Forfeiture Restrictions shall lapse with respect to the then remaining number of Shares granted hereby for which the Forfeiture Restrictions have not previously lapsed.
 - (b) If the Executive's employment terminates as a result of the Executive's involuntary termination not-for-Cause, a number of Shares that are unvested as of the date of such termination will immediately vest in an amount equal to (i) the product obtained by multiplying (A) the total number of Shares granted under this Agreement by (B) a fraction, the numerator of which is the number of days in the period beginning on the Grant Date and ending on the date of such termination of Employment, and the denominator of which is the number of days in the period beginning on the Grant Date and ending on the fourth anniversary of the Grant Date, minus (ii) the number of Shares that had vested pursuant to the vesting schedule set forth in Section 4 (a) above as of the date of termination. Any unvested Shares that do not vest after application of the preceding sentence shall be forfeited to the Company upon the effective date of such termination without any payment or consideration due by the Company.
 - (c) Notwithstanding any other provision of this Agreement to the contrary, if a Change in Control occurs and Executive's employment is terminated by the Company without Cause or by

Executive with Good Reason, in either case, within one (1) year following the occurrence of the Change in Control, then all remaining Forfeiture Restrictions shall lapse as to the Shares that are granted hereby upon the date the Executive's employment terminates.

- (d) Upon the lapse of the Forfeiture Restrictions with respect to the Shares granted hereby the Company shall cause to be delivered to Executive such Shares in electronic book entry form, and such Shares shall be transferable by Executive (except to the extent that any proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of applicable securities law).
 - (e) If Executive ceases to be employed by the Company or a Subsidiary Corporation for any reason before the applicable lapse date, including death or disability and except as provided in Section 4(b) above, the Forfeiture Restrictions then applicable to the Shares shall not lapse and all the Shares shall be forfeited to the Company upon termination of employment and neither the Company nor any Affiliate shall have any further obligations to the Executive under this Agreement.
5. **Capital Adjustments and Reorganizations.** The existence of the Restricted Shares shall not affect in any way the right or power of the Company or any company the stock of which is awarded pursuant to this Agreement to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or its business, engage in any merger or consolidation, issue any debt or equity securities, dissolve or liquidate, or sell, lease, exchange or otherwise dispose of all or any part of its assets or business, or engage in any other corporate act or proceeding.
6. **Tax Withholding.** To the extent that the receipt of the Restricted Shares or the lapse of any Forfeiture Restrictions results in income to Executive for federal, state, local or foreign income, employment or other tax purposes with respect to which the Company or its Affiliates or subsidiaries have a withholding obligation, Executive shall deliver to the Company at the time of such receipt or lapse, as the case may be, such amount of money as the Company or any Affiliate may require to meet such obligation under applicable tax laws or regulations, and, if Executive fails to do so, the Company and its Affiliates and subsidiaries are authorized to withhold from the Shares granted hereby or from any cash or stock remuneration then or thereafter payable to Executive in any capacity any tax required to be withheld by reason of such taxable income, sufficient to satisfy the withholding obligation.
7. **Section 83(b) Election.** Executive shall not exercise the election permitted under section 83(b) of the Internal Revenue Code of 1986, as amended, with respect to the Restricted Shares without the prior written approval of the General Counsel of the Company (if Executive is the General Counsel of the Company, Executive must seek the prior written approval of the Chief Financial Officer or the Chief Executive Officer). If the election is permitted as provided in the prior sentence, Executive shall timely pay the Company the amount necessary to satisfy the Company's attendant tax withholding obligations, if any.
8. **No Fractional Shares.** All provisions of this Agreement concern whole Shares. If the application of any provision hereunder would yield a fractional share, such fractional share

shall be rounded down to the next whole share if it is less than 0.5 and rounded up to the next whole share if it is 0.5 or more.

9. **Employment Relationship.** For purposes of this Agreement, Executive shall be considered to be in the employment of the Company and its Affiliates as long as Executive has an employment relationship with the Company and its Affiliates. The Committee shall determine any questions as to whether and when there has been a termination of such employment relationship, and the cause of such termination, under the Plan and the Committee's determination shall be final and binding on all persons.
10. **Not an Employment Agreement.** This Agreement is not an employment agreement, and no provision of this Agreement shall be construed or interpreted to create an employment relationship between Executive and the Company or any Affiliate, to guarantee the right to remain employed by the Company or any Affiliate for any specified term or require the Company or any Affiliate to employ Executive for any period of time.
11. **Rights As Stockholder.** Executive shall be the record owner of the Shares and shall be entitled to all of the rights of a stockholder of the Company upon issuance of the Shares by the Company and until the Shares are sold or otherwise disposed of, subject to the terms and conditions of this Agreement. Notwithstanding the foregoing, any dividends or other distributions shall be subject to the same restrictions on transferability as the Shares with respect to which they were paid.
12. **Legend.** Executive consents to the placing of an appropriate legend notation on the electronic book entry representing the Shares restricting resale or other transfer of the Shares except in accordance with all applicable securities laws and rules thereunder.
13. **Notices.** Any notice, instruction, authorization, request, demand or other communications required hereunder shall be in writing, and shall be delivered either by personal delivery, by telegram, telex, telecopy or similar facsimile means, by certified or registered mail, return receipt requested, or by courier or delivery service, addressed to the Company at the Company's principal business office address to the attention of the Company's General Counsel and to Executive at Executive's residential address as it appears on the books and records of the Company, or at such other address and number as a party shall have previously designated by written notice given to the other party in the manner hereinabove set forth. Notices shall be deemed given when received, if sent by facsimile means (confirmation of such receipt by confirmed facsimile transmission being deemed receipt of communications sent by facsimile means); and when delivered (or upon the date of attempted delivery where delivery is refused), if hand-delivered, sent by express courier or delivery service, or sent by certified or registered mail, return receipt requested.
14. **Amendment and Waiver.** Except as otherwise provided herein or in the Plan or as necessary to implement the provisions of the Plan, this Agreement may be amended, modified or superseded only by written instrument executed by the Company and Executive. Only a written instrument executed and delivered by the party waiving compliance hereof shall waive any of the terms or conditions of this Agreement. Any waiver granted by the Company shall be effective only if executed and delivered by a duly authorized officer of the Company

other than Executive. The failure of any party at any time or times to require performance of any provisions hereof shall in no manner effect the right to enforce the same. No waiver by any party of any term or condition, or the breach of any term or condition contained in this Agreement, in one or more instances, shall be construed as a continuing waiver of any such condition or breach, a waiver of any other condition, or the breach of any other term or condition.

15. **Dispute Resolution.** In the event of any difference of opinion concerning the meaning or effect of the Plan or this Agreement, such difference shall be resolved by the Committee.
16. **Governing Law and Severability.** The validity, construction and performance of this Agreement shall be governed by the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The invalidity of any provision of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect.
17. **Successors and Assigns.** Subject to the limitations which this Agreement imposes upon the transferability of the Shares granted hereby, this Agreement shall bind, be enforceable by and inure to the benefit of the Company and its successors and assigns, and to Executive, Executive's permitted assigns, executors, administrators, agents, legal and personal representatives.
18. **Discretionary Nature of Plan.** The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the Shares in this Agreement does not create any contractual right or other right to receive any Shares or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Executive's employment with the Company.
19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original for all purposes but all of which taken together shall constitute but one and the same instrument.
20. **Acceptance.** The Executive agrees that by accepting this Agreement, Executive confirms that Executive has read and understands the terms and provisions thereof, and accepts the Shares subject to all of the terms and conditions of the Plan and this Agreement. The Executive acknowledges that there may be adverse tax consequences upon the grant or vesting of the Shares or disposition of the underlying shares and that the Executive has been advised to consult a tax advisor prior to such grant, vesting or disposition.

Irrevocable Stock Power

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, ***For Value Received***, has bargained, sold, assigned and transferred and by these presents does bargain, sell, assign and transfer unto Rosetta Stone Inc., a Delaware corporation (the "*Company*"), the Shares transferred pursuant to the Restricted Stock Award Agreement dated effective _____, 20____, between the Company and the undersigned; ***and*** subject to and in accordance with such Restricted Stock Award Agreement the undersigned does hereby constitute and appoint the Secretary of the Company the undersigned's true and lawful attorney, IRREVOCABLY, to sell, assign, transfer, hypothecate, pledge and make over all or any part of such Shares and for that purpose to make and execute all necessary acts of assignment and transfer thereof, and to substitute one or more persons with like full power, hereby ratifying and confirming all that said attorney or his substitutes shall lawfully do by virtue hereof.

In Witness Whereof, the undersigned has executed this Irrevocable Stock Power effective the _____ day of _____, 20____.

Name: _____

**ROSETTA STONE INC.
CHANGE IN CONTROL SEVERANCE PLAN**

Effective November 1, 2015

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Article 1
FOREWORD

Section 1.01 Purpose of the Plan

The Company considers it essential to the best interests of its shareholders to foster the continued employment of key management personnel in the face of a possible change in control of the Company. As such, in accordance with the terms of this Plan, effective November 1, 2015, the Company will provide Severance Benefits to an eligible employee in the event of the Qualifying Termination of the eligible employee's employment in connection with a Change in Control. No benefits will be provided pursuant to this Plan for any purpose whatsoever except upon the occurrence of a Change in Control.

Capitalized terms used throughout the Plan have the meanings set forth in Article Two, except as otherwise defined in the Plan or where the context clearly requires otherwise.

ARTICLE 2
DEFINITIONS

Where the following words and phrases appear in this Plan with initial capital letters, they shall have the meaning set forth below, unless a different meaning is plainly required by the context.

Section 2.01 "Accounting Firm" means a nationally recognized accounting firm that (i) is not serving as accountant or auditor for the person who acquires ownership or effective control or ownership of a substantial portion of the Company's assets (within the meaning of Section 280G of the Code) or any Affiliate of such person, and (ii) is agreed upon by the Company and the Participant.

Section 2.02 "Affiliate" means, with respect to any particular Person, any other Person controlling, controlled by or under common control with such Particular Person. A Subsidiary of the Company shall be an Affiliate of the Company.

Section 2.03 "Base Salary" means, with respect to a Participant, the Participant's annual base salary in effect on the date of the Participant's Separation from Service; provided, however, that if the Participant's Separation from Service is for Good Reason due to a reduction in the Participant's annual base salary pursuant to Section 2.18(i), the Participant's Base Salary will be the Participant's annual base salary in effect immediately before such reduction.

Section 2.04 "Board" means the Board of Directors of the Company.

Section 2.05 "Cause" means, with respect to a Participant, the Participant's Separation from Service for any of the following:

(i) the Participant commits a felony or a crime involving moral turpitude or commits any other act or omission involving fraud, embezzlement or any other act of dishonesty in the course of Participant's employment by the Employer which conduct damages the Employer or any of its Affiliates;

(ii) the Participant substantially and repeatedly fails to perform duties of the office held by Participant as reasonably directed by the Board and/or the Chief Executive Officer;

(iii) the Participant commits gross negligence or willful misconduct with respect to the Employer or any of its Affiliates;

(iv) the Participant commits a material breach of the Participant's employment agreement, if any, with the Employer or any of its Affiliates that is not cured within ten (10) days after receipt of written notice thereof from the Board and/or Chief Executive Officer;

(v) the Participant fails, within ten (10) days after receipt by the Participant of written notice thereof from the Board and/or Chief Executive Officer, to correct, cease or otherwise alter any failure to comply with instructions or other action or omission which the Board and/or Chief Executive Officer reasonably believes does or may materially or adversely affect the Employer's or any of its Affiliate's business or operations;

(vi) the Participant commits misconduct which is of such a serious or substantial nature that a reasonable likelihood exists that such misconduct will materially injure the reputation of the Employer or any of its Affiliates;

(vii) the Participant harasses or discriminates against the Employer's or any of its Affiliate's employees, customers or vendors in violation of the Company's policies with respect to such matters;

(viii) the Participant misappropriates funds or assets of the Employer or any of its Affiliates for personal use or willfully violates the Employer's policies or standards of business conduct as determined in good faith by the Board and/or Chief Executive Officer;

(ix) the Participant fails, due to some action or inaction on the part of the Participant, to have immigration status that permits the Participant to maintain full-time employment with the Employer in the United States in compliance with all applicable immigration law, or

(x) The Participant discloses trade secrets of the Employer or any of its Affiliates.

Section 2.06 "Change in Control" means the occurrence of one of the following events:

(i) the liquidation, dissolution or winding-up of the Company,

(ii) the sale, license or lease of all or substantially all of the assets of the Company, or

(iii) a share exchange, reorganization, recapitalization, or merger or consolidation of the Company with or into any other corporation or corporations (or other form of business entity) or of any other corporation or corporations (or other form of business entity) with or into the Company, but excluding any merger effected exclusively for the purpose of changing the domicile of the Company;

provided, however, that a Change in Control shall not include any of the aforementioned transactions listed in clauses (i), (ii) and (iii) involving the Company or a Subsidiary Corporation (as such term is defined below) in which the holders of shares of the Company voting stock outstanding immediately prior to such transaction or any Affiliate of such holders continue to hold at least a majority, by voting power, of the capital stock or, by a majority, based on fair market value as determined in good faith by the Board, of the assets, in each case in substantially the same proportion, of (x) the surviving or resulting corporation (or other form of business entity), (y) if the surviving or resulting corporation (or other form of business entity) is a wholly owned subsidiary of another corporation (or other form of business entity) immediately following such transaction, the parent corporation (or other form of business entity) of such surviving or resulting corporation (or other form of business entity) or (z) a successor entity holding a majority of the assets of the Company. In addition, a Change in Control shall not include a bona fide, firm commitment underwritten public offering of the Stock pursuant to a registration statement declared effective under the Securities Act of 1933, as amended. For purposes of the definition of "Change in Control," the term "Subsidiary Corporation" means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if, at the time of the action or transaction, each of the corporations other than the last corporation in an unbroken chain owns stock possessing 50 percent or more of the total combined voting power of all classes of stock in one of the other corporations in the chain.

Section 2.07 "Chief Executive Officer" means the Chief Executive Officer of the Company.

Section 2.08 “Code” means the Internal Revenue Code of 1986, as amended and the proposed, temporary and final regulations promulgated thereunder. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provisions of any legislation that amends, supplements or replaces such section or subsection.

Section 2.09 “Committee” means the Compensation Committee of the Board.

Section 2.10 “Company” means Rosetta Stone Inc., a Delaware corporation, or its successor or assignee (or both, or more than one of each or both).

Section 2.11 “Director” means a member of the Board.

Section 2.12 “Disability” shall mean, with respect to a Participant,

(i) the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or

(ii) the Participant is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Company.

A determination of Disability may be made by a physician selected or approved by the Committee and, in this respect, the Participant shall submit to an examination by such physician upon request by the Committee. Any such termination for disability shall be only as expressly permitted by the Americans with Disabilities Act and any other applicable laws.

Section 2.13 “Effective Date” means November 1, 2015.

Section 2.14 “Employer” means the Company and the Subsidiaries.

Section 2.15 “Exchange Act” means the Securities Exchange Act of 1934, as amended, and the regulations promulgated thereunder. Reference to any section or subsection of the Exchange Act includes reference to any comparable or succeeding provisions of any legislation that amends, supplements or replaces such section or subsection.

Section 2.16 “Excise Tax” shall mean, collectively, (i) the tax imposed by Code Section 4999 by reason of being “contingent on a change in ownership or control” of the Company, within the meaning of Code Section 280G, and (ii) any similar tax imposed by state or local law, and (iii) any interest or penalties with respect to any tax described in clause (i) or (ii).

Section 2.17 “Good Reason” means, with respect to a Participant, the Participant’s resignation from employment with the Employer after the occurrence of any of the following events without the Participant’s consent:

(i) a material diminution in the Participant’s Base Salary, duties, authority or responsibilities from the Base Salary, duties, authority or responsibilities as in effect on the Effective Date,

(ii) the failure by the Employer or any of its Affiliates to perform any material obligation undertaken by the Employer or such Affiliate under the Participant’s employment agreement, if any, with the Employer or such Affiliate after the Participant has provided the Employer or such Affiliate with written notice of such failure and such failure has not thereafter been cured within ten (10) days of the delivery of such written notice, or

(iii) a relocation of the Participant's primary place of employment to a geographic area more than fifty (50) miles from the Company's office in Arlington, Virginia;

provided, that the foregoing events shall not be deemed to constitute Good Reason unless the Participant has notified the Employer in writing of the occurrence of such event(s) within sixty (60) days of such occurrence and the Employer has failed to have cure such event(s) within thirty (30) business days of its receipt of such written notice and termination occurs within one hundred (100) days of the event.

Section 2.18 "Notice of Termination" means a written notice of termination of employment for Cause or Disability given by the Employer to a Participant or a written notice of termination of employment for Good Reason given by a Participant to the Company, in either case in the manner specified in Section 6.08, which states the specific termination provision in the Plan relied upon for the termination, sets forth in reasonable detail the facts and circumstances claimed to provide the basis for termination under the provision so indicated, and specifies the Participant's date of termination.

Section 2.19 "Participant" means each individual who has become a Participant under Section 3.01 and who has not ceased to be a Participant under Section 3.04.

Section 2.20 "Payment" means any payment or benefit in the nature of compensation (within the meaning of Code Section 280G(b)(2)) received or to be received by a Participant or for the benefit of a Participant, whether payable under the terms of this Plan or any other plan, arrangement or agreement with the Employer or any of its Affiliates.

Section 2.21 "Person" means any "person" or "group" as those terms are used in Sections 13(d) and 14(d) of the Exchange Act.

Section 2.22 "Plan" means this Rosetta Stone Inc. Change in Control Severance Plan, as it may be amended from time to time, or any successor plan, program or arrangement thereto.

Section 2.23 "Qualifying Termination" means, with respect to a Participant, the Participant's Separation from Service initiated by the Employer other than for Cause or initiated by the Participant for Good Reason, in either case during the time period commencing on the effective date of a Change in Control and continuing until the earlier of (i) the two-year anniversary of such date, or (ii) the date of the Participant's Separation from Service by reason of Disability or the Participant's death. In addition, if (x) the Employer initiates the Participant's Separation from Service without Cause during the six-month period ending on the effective date of a Change in Control at the request of a third party engaging in a transaction or series of transactions that would result in a Change in Control and in contemplation of a Change in Control, or (y) the Participant initiates the Participant's Separation from Service for Good Reason during the six-month period ending on the effective date of a Change in Control, then the Participant's Separation from Service shall be deemed to have occurred immediately following the Change in Control such that it shall be deemed a Qualifying Termination.

Section 2.24 "Release" means an agreement under which a Participant provides a release of claims against the Employer and agrees to confidentiality, non-competition (with a duration of twelve (12) months), and non-solicitation (with a duration of twelve (12) months) restrictive covenants in a form provided to the Participant by the Employer in connection with the payment of benefits under this Plan.

Section 2.25 "Release Consideration and Revocation Period" means the combined total of the Release Consideration Period and the Release Revocation Period.

Section 2.26 "Release Consideration Period" means the period of time specified by the Release, not to exceed forty-five (45) days, during which the affected Participant is permitted to consider whether or not to sign the Release.

Section 2.27 "Release Revocation Period" means the period of time specified by the Release, not to exceed seven (7) days, during which the Participant is permitted to revoke the executed Release.

Section 2.28 "Separation from Service" means "separation from service" from the affiliated companies as described under Code Section 409A(a)(2)(A)(i) and any governing Internal Revenue Service guidance and Treasury regulations. A Participant who is both an employee of the affiliated companies and a Director will not have a Separation from Service until he or she has a Separation from Service with respect to both his or her employment and his or her Board membership. For this purpose, the term "affiliated companies" means the Employer and any affiliate with which any entity comprising the Employer is treated as a single employer under Code Section 414(b) or 414(c).

Section 2.29 "Severance Benefits" means the severance pay and the other benefits payable to a Participant pursuant to Article Four of the Plan.

Section 2.30 "Stock" means the Class B Common Stock, \$.00005 par value, of the Company.

Section 2.31 "Subsidiary" means any company of which the Company owns securities having a majority of the ordinary voting power in electing the board of directors directly or through one or more subsidiaries.

ARTICLE 3 **ELIGIBILITY AND PARTICIPATION**

Section 3.01 Eligibility on the Effective Date

As of the Effective Date, the Committee has approved via resolution certain executives for participation in the Plan and has provided notice to each such executive of his or her selection for Plan participation in the manner provided by Section 6.08. Each such executive will become a Participant once he or she signs a copy of his or her notification letter and returns such signed notification letter to the Committee. Each Participant will be notified by the Committee as to the commencement date of his or her status as a Participant.

Section 3.02 Future Eligibility

The Committee may approve via resolution additional executives as Participants subsequent to the Effective Date and will provide notice to each such

executive of his or her selection for Plan participation in the manner provided by Section 6.08. Each such executive will become a Participant once he or she signs a copy of his or her notification letter and returns such signed notification letter to the Committee.

Section 3.03 Exclusive Benefits. Any Severance Benefits payable to a Participant under this Plan will be paid solely in lieu of, and not in addition to, any severance benefits payable under any offer letter, employment agreement, severance arrangement or other program or agreement on account of the Participant's termination of employment with the Employer.

Section 3.04 End of Participation

An individual shall cease to be a Participant on the date on which the individual ceases to be an employee of the Employer other than by way of a Qualifying Termination. A Participant may discontinue his or her status as a Participant at any time by a prospectively or immediately effective written document that is delivered to the Committee in the manner specified in Section 6.08. Except as provided in the next sentence, the Committee may, by resolution, discontinue an individual's status as a Participant; provided, however, that no such discontinuance shall become effective (i) during the one-year period following the date on which advance written notice of such discontinuance is provided to the affected Participant in the manner specified in Section 6.08, or (ii) during the period beginning on the effective date of a Change in Control and ending 24 months after the effective date of such Change in Control. In the event that an individual incurs a Qualifying Termination while still a Participant, such individual shall remain a Participant until all compensation and benefits required to be provided to the Participant under the terms of the Plan on account of such Qualified Termination have been so provided.

ARTICLE 4
SEVERANCE BENEFITS

Section 4.01 Qualifying Termination

(a) Eligibility. A Participant will be eligible for the Severance Benefits described in this Section 4.01 upon a Qualifying Termination, subject to the Release requirement specified below. Within seven (7) days following the date of the Separation from Service, the Company shall provide the Participant with a Release. As a condition of receiving the Severance Benefits described in subsections (b), (c), (d), (e), (f) and (g), the Participant must execute and deliver the Release to the Company within the Release Consideration Period, the Release Revocation Period must expire without revocation of the Release by the Participant, and the Participant must comply with the restrictive covenants set out in the Release. In the event the Participant breaches one or more of such restrictive covenants, the Participant will forfeit any such Severance Benefits that have not been paid or provided to the Participant and must repay to the Company the amount (or equivalent cash value) of any such Severance Benefit that has been paid to the Participant.

(b) Pro-Rata Bonus for Year of Termination. If, on account of the Participant's termination of employment with the Employer, the Participant forfeits the Participant's right to earn a payment under an annual cash incentive plan maintained by the Employer for the performance period containing the date of such termination of employment, the Company shall pay to the Participant a lump sum cash payment equal to the amount of the annual cash incentive payment to which the Participant would have been entitled under such plan for such performance period but for the Participant's termination of employment, determined on the basis of actual achievement of the performance goals applicable under such plan for such performance period (the "Actual Bonus"), multiplied by a fraction (i) the numerator of which equals the number of days in such performance period during which the Participant was employed by the Employer (rounded up to the next highest number of days in the case of a partial day of employment), and (ii) the denominator of which is the total number of days in such performance period. This amount shall be paid to the Participant in a lump sum on the later of (x) the date on which the Actual Bonus would have been paid to the Participant under such plan but for the Participant's termination of employment during such performance period, or (y) within sixty (60) days following the date of the Participant's Separation from Service (except as provided in Section 4.02(f) and subject to the requirements of Section 4.02(e)).

(c) Prior Year Bonus. If, on account of the Participant's termination of employment with the Employer, the Participant forfeits the Participant's right to earn a payment under an annual cash incentive plan maintained by the Employer for the performance period ending immediately prior to the date of such termination of employment, the Company shall pay to the Participant a lump sum cash payment equal to the amount of the annual cash incentive payment to which the Participant would have been entitled under such plan for such performance period but for the Participant's termination of employment, determined on the basis of actual achievement of the performance goals applicable under such plan for such performance period (the "Prior Year Bonus"). This amount shall be paid to the Participant in a lump sum on the later of (x) the date on which the Prior Year Bonus would have been paid to the Participant under such plan but for the Participant's termination of employment during such performance period, or (y) within sixty (60) days following the date of the Participant's Separation from Service (except as provided in Section 4.02(f) and subject to the requirements of Section 4.02(e)).

(d) CIC Severance Amount. The Company shall pay to the Participant an amount equal to one (1) times the Base Salary. This amount shall be paid to the Participant in a lump sum within sixty (60) days following the date of the Participant's Separation from Service (except as provided in Section 4.02(f) and subject to the requirements of Section 4.02(e)).

(e) COBRA Payments. Upon the Participant's Separation from Service, the Participant and the Participant's spouse and eligible dependents, as applicable, may elect health care coverage for up to eighteen (18) months from the date of the Participant's Separation from Service pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"). Subject to Section 4.02(f) and the requirements of Section 4.02(e), the Employer will pay for up to eighteen (18) months, on an after-tax basis, the portion of Participant's COBRA premiums for such coverage that exceeds the amount that the Participant would have incurred in premiums for such coverage under the Employer's health plan if then employed by the Employer;

provided, however, the Employer's obligation shall only apply to the extent COBRA coverage is elected and in effect during such period. Following the eighteen (18) months of coverage, the Participant will be responsible for the full amount of all future premium payments should he or she wish to continue COBRA coverage. However, if the Participant or the Participant's spouse becomes eligible for group health coverage sponsored by another employer (regardless of whether such coverage is actually elected) or for any other reason the Participant's COBRA coverage terminates, the Employer shall not be obligated to pay any portion of the premiums provided hereunder for periods after the Participant or the Participant's spouse becomes eligible for such other coverage or the Participant's COBRA coverage terminates. The Participant shall have the obligation to notify the Employer if he or she or the Participant's spouse becomes eligible for group health coverage sponsored by another employer.

(f) Equity and Long-Term Incentives. With respect to any outstanding stock options held by the Participant, any portion of the shares of Stock that are subject to such stock options that have not previously vested shall vest and such stock options shall be exercisable in full. Any such stock options held by the Participant shall remain exercisable until, and shall otherwise terminate and become null and void at the close of business at the Company's principal business office on the later of (i) the day that is sixty (60) days after the date of the Participant's Separation from Service, or (ii) the day that is thirty (30) after any blackout period(s) under the Company's Insider Trading Compliance Policy (as in effect from time to time) to the extent the Participant is then subject to any such blackout period(s), but in no event after the close of business at the Company's principal business office on the day before the date of the tenth anniversary of the applicable grant date for each such stock option. With respect to any other outstanding equity or long-term compensation grants or awards held by the Participant, such grants or awards shall vest and all remaining forfeiture restrictions applicable to such grants or awards shall lapse.

(g) Outplacement. Subject to the requirement of Section 4.02(e), within sixty (60) days following the date of the Participant's Separation from Service, the Employer shall provide professional outplacement and counseling services through an outplacement firm chosen by the Employer for twelve (12) months from the date of the Participant's Separation from Service to assist the Participant in his or her search for other employment.

Section 4.02 Section 409A

(a) To the extent necessary to ensure compliance with Code Section 409A, the provisions of this Section 4.02 shall govern in all cases over any contrary or conflicting provision in the Plan.

(b) It is the intent of the Company that this Plan comply with the requirements of Code Section 409A and all guidance issued thereunder by the U.S. Internal Revenue Service with respect to any nonqualified deferred compensation subject to Code Section 409A. The Plan shall be interpreted and administered to maximize the exemptions from Code Section 409A and, to the extent the Plan provides for deferred compensation subject to Code Section 409A, to comply with Code Section 409A and to avoid the imposition of tax, interest and/or penalties upon any Participant under Code Section 409A.

(c) The Company does not, however, assume any economic burdens associated with Code Section 409A. Although the Company intends to administer the Plan to prevent taxation under Code Section 409A, it does not represent or warrant that the Plan complies with any provision of federal, state, local, or non-United States law. The Company, the Subsidiaries, and their respective directors, officers, employees and advisers will not be liable to any Participant (or any other individual claiming a benefit through the Participant) for any tax, interest, or penalties the Participant may owe as a result of participation in the Plan. Neither the Company nor any of its Affiliates have any obligation to indemnify or otherwise protect any Participant from any obligation to pay taxes under Code Section 409A.

(d) The right to a series of payments under the Plan will be treated as a right to a series of separate payments. Each such payment that is made within 2-1/2 months following the end of the year that contains the date of the Participant's Separation from Service is intended to be exempt from Code Section 409A as a short-term deferral within the meaning of the final regulations under Code Section 409A. Each such payment that is made later than 2-1/2 months following the end of the year that contains the date of the Participant's Separation from Service is intended to be exempt under the two-times exception of Treasury Reg. § 1.409A-1(b)(9)(iii), up to the limitation on the availability of that exception specified in the regulation. Then, each payment that is made after the two-times exception ceases to be available shall be subject to delay, as necessary, in accordance with Section 4.02(f) below.

(e) To the extent necessary to comply with Code Section 409A, in no event may a Participant, directly or indirectly, designate the taxable year of payment. In particular, to the extent necessary to comply with Code Section 409A, if any payment to a Participant under this Plan is conditioned upon the Participant's executing and not revoking a Release and if the designated payment period for such payment begins in one taxable year and ends in the next taxable year, the payment will be made in the later taxable year.

(f) To the extent necessary to comply with Code Section 409A, references in this Plan to "termination of employment" or "terminates employment" (and similar references) shall have the same meaning as Separation from Service, and no payment subject to Code Section 409A that is payable upon a termination of employment shall be paid unless and until (and not later than applicable in compliance with Code Section 409A) the Participant incurs a Separation from Service. In addition, if the Participant is a "specified employee" within the meaning of Code Section 409A(a)(2)(B)(i) at the time of his or her Separation from Service, any nonqualified deferred compensation subject to Code Section 409A that would otherwise have been payable on account of, and within the first six months following, the Participant's Separation from Service, and not by reason of another event under Code Section 409A(a)(2)(A), will become payable on the first business day after six months following the date of the Participant's Separation from Service or, if earlier, the date of the Participant's death.

(g) To the extent that any reimbursement by the Employer to a Participant of eligible expenses under this Plan constitutes a "deferral of compensation" within the meaning of Code Section 409A (a "Reimbursement") (i) the Participant must request the Reimbursement (with substantiation of

the expense incurred) no later than 30 days following the date on which the Participant incurs the corresponding eligible expense; (ii) subject to any shorter time period provided in any expense reimbursement policy of the Employer or specifically provided otherwise in this Plan, the Employer shall make the Reimbursement to the Participant on or before the last day of the calendar year following the calendar year in which the Participant incurred the eligible expense; (iii) the Participant's right to Reimbursement shall not be subject to liquidation or exchange for another benefit; (iv) the amount eligible for Reimbursement in one calendar year shall not affect the amount eligible for Reimbursement in any other calendar year; and (v) except as specifically provided otherwise in this Plan, the period during which the Participant may incur expenses that are eligible for Reimbursement is limited to five calendar years following the calendar year in which the Participant's Separation from Service occurs.

Section 4.03 Enforcement Costs

All expenses of a Participant incurred in enforcing the Participant's rights and/or to recover the Participant's benefits under this Article Four, including but not limited to, reasonable attorneys' fees, court costs, arbitration costs, and other reasonable expenses shall be paid by the Company if the Participant prevails on any substantive issue in such proceeding. The Company shall pay or reimburse the Participant for such fees, costs and expenses, promptly upon presentation of appropriate documentation, subject to Section 4.02(g).

Section 4.04 Section 280G

(b) A Participant shall bear all expense of, and be solely responsible for, any Excise Tax; provided, however, that any payment or benefit received or to be received by the Participant (whether payable under the terms of this Plan or any other plan, arrangement or agreement with the Employer or any of its Affiliates (collectively, the "Payments") that would constitute a "parachute payment" within the meaning of Code Section 280G shall be reduced to the extent necessary so that no portion thereof shall be subject to the Excise Tax but only if, by reason of such reduction, the net after-tax benefit received by the Participant shall exceed the net after-tax benefit that would be received by the Participant if no such reduction was made.

(c) The "net after-tax benefit" shall mean (i) the Payments which the Participant receives or is then entitled to receive from the Employer that would constitute "parachute payments" within the meaning of Code Section 280G, less (ii) the amount of all federal, state and local income and employment taxes payable by the Participant with respect to the foregoing calculated at the highest marginal income tax rate for each year in which the foregoing shall be paid to the Participant (based on the rate in effect for such year as set forth in the Code as in effect at the time of the first payment of the foregoing), less (iii) the amount of Excise Tax imposed with respect to the payments and benefits described in (b)(i) above.

(d) All determinations under this Section 4.04 will be made by an Accounting Firm. The Accounting Firm shall be required, in part, to evaluate the extent to which payments are exempt from Section 280G as reasonable compensation for services rendered before or after the Change in Control. All fees and expenses of the Accounting Firm shall be paid solely by the Company. The Company will direct the Accounting Firm to submit any determination it makes under this Section 4.04 and detailed supporting calculations to both the Participant and the Company as soon as reasonably practicable following the Change in Control.

(e) If the Accounting Firm determines that one or more reductions are required under this Section 4.04, such Payments shall be reduced in the order that would provide the Participant with the largest amount of after-tax proceeds (with such order, to the extent permitted by Code Sections 280G and 409A designated by the Participant, or otherwise determined by the Accounting Firm) to the extent necessary so that no portion thereof shall be subject to the Excise Tax, and the Company shall pay such reduced amount to the Participant. The Participant shall at any time have the unilateral right to forfeit any equity award in whole or in part.

(f) As a result of the uncertainty in the application of Code Section 280G at the time that the Accounting Firm makes its determinations under this Section 4.04, it is possible that amounts will have been paid or distributed to the Participant that should not have been paid or distributed (collectively, the "Overpayments"), or that additional amounts should be paid or distributed to the Participant (collectively, the "Underpayments"). If the Accounting Firm determines, based on either the assertion of a deficiency by the Internal Revenue Service against the Employer or the Participant, which assertion the Accounting Firm believes has a high probability of success or is otherwise based on controlling precedent or substantial authority, that an Overpayment has been made, the Participant must repay the Overpayment to the Company, without interest; provided, however, that no loan will be deemed to have been made and no amount will be payable by the Participant to the Company unless, and then only to the extent that, the deemed loan and payment would either reduce the amount on which the Participant is subject to tax under Code Section 4999 or generate a refund of tax imposed under Code Section 4999. If the Accounting Firm determines, based upon controlling precedent or substantial authority, that an Underpayment has occurred, the Accounting Firm will notify the Participant and the Company of that determination, and the Company will promptly pay the amount of that Underpayment to the Participant without interest.

(g) The parties will provide the Accounting Firm access to and copies of any books, records, and documents in their possession as reasonably requested by the Accounting Firm, and otherwise cooperate with the Accounting Firm in connection with the preparation and issuance of the determinations and calculations contemplated by this Section 4.04. For purposes of making the calculations required by this Section 4.04, the Accounting Firm may rely on reasonable, good faith interpretations concerning the application of Code Sections 280G and 4999.

ARTICLE 5 **AMENDMENT AND TERMINATION**

Subject to the next sentence, the Committee shall have the right at any time and from time to time, by instrument in writing, to amend, modify, alter, or terminate the Plan in whole or in part. Notwithstanding the foregoing or anything in this Plan to the contrary, the Committee may not amend, modify, alter or

terminate this Plan so as to adversely affect payments or benefits then payable, or which could become payable, to a Participant under the Plan, except to the minimum extent required to comply with any applicable law, (i) during the one-year period following the date on which advance written notice of such amendment, modification, alteration or termination is provided to the affected Participant in the manner specified in Section 6.08, or (ii) during the period beginning on the effective date of a Change in Control and ending 24 months after the effective date of such Change in Control.

ARTICLE 6 **MISCELLANEOUS**

Section 6.01 Participant Rights

Except to the extent required or provided for by mandatorily imposed law as in effect and applicable hereto from time to time, neither the establishment of the Plan, nor any modification thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any Participant or other person any legal or equitable right against the Employer, or any officer or employee thereof, or the Board or the Committee, except as herein provided; nor shall any Participant have any legal right, title or interest in the assets of the Employer, except in the event and to the extent that benefits may actually be payable to him hereunder. This Plan shall not constitute a contract of employment nor afford any individual any right to be retained or continued in the employ of the Employer or in any way limit the right of the Employer to discharge any of its employees, with or without cause. Participants have no right to receive any payments or benefits that the Employer is prohibited by applicable law from making.

Section 6.02 Committee Authority

(h) The Committee will administer the Plan and have the full authority and discretion necessary to accomplish that purpose, including, without limitation, the authority and discretion to:

- (i) resolve all questions relating to the eligibility of Participants;
- (ii) determine the amount of benefits, if any, payable to Participants under the Plan and determine the time and manner in which such benefits are to be paid;
- (iii) engage any administrative, legal, tax, actuarial, accounting, clerical, or other services it deems appropriate in administering the Plan;
- (iv) construe and interpret the Plan, supply omissions from, correct deficiencies in and resolve inconsistencies or ambiguities in the language of the Plan, resolve inconsistencies or ambiguities between the provisions of this document, and adopt rules for the administration of the Plan which are not inconsistent with the terms of the Plan document;
- (v) compile and maintain all records it determines to be necessary, appropriate or convenient in connection with the administration of the Plan; and
- (vi) resolve all questions of fact relating to any matter for which it has administrative responsibility.

(i) The Committee shall perform all of the duties and may exercise all of the powers and discretion that the Committee deems necessary or appropriate for the proper administration of the Plan, including, but not limited to, delegation of any of its duties to one or more authorized officers. All references to the authority of the Committee in this Plan shall be read to include the authority of any party to which the Committee delegates such authority.

(j) Any failure by the Committee to apply any provisions of this Plan to any particular situation shall not represent a waiver of the Committee's authority to apply such provisions thereafter. Every interpretation, choice, determination or other exercise of any power or discretion given either expressly or by implication to the Committee shall be final, conclusive and binding upon all parties having or claiming to have an interest under the Plan or otherwise directly or indirectly affected by such action, without restriction, however, on the right of the Committee to reconsider and re-determine such action.

(k) Any decision rendered by the Committee and any review of such decision shall be limited to determining whether the decision was so arbitrary and capricious as to be an abuse of discretion. The Committee may adopt such rules and procedures for the administration of the Plan as are consistent with the terms hereof.

Section 6.03 Reliance on Tables and Reports

In administering the Plan, the Committee is entitled to the extent permitted by law to rely conclusively upon all tables, valuations, certificates, opinions and reports which are furnished by accountants, legal counsel or other experts employed or engaged by the Committee. The Committee will be fully protected in respect of any action taken or suffered by the Committee in good faith reliance upon all such tables, valuations, certificates, reports, opinions or other advice. The Committee is also entitled to rely upon any data or information furnished by the Employer or by a Participant as to any information pertinent to any calculation or determination to be made under the provisions of the Plan, and, as a condition to payment of any benefit under the Plan the Committee may request a Participant to furnish such information as it deems necessary or desirable in administering the Plan.

Section 6.04 Expenses

All Plan administration expenses shall be paid by the Company.

Section 6.05 Successors

(a) This Plan shall bind any successor of or to the Company, its assets or its businesses (whether direct or indirect, by purchase, merger, consolidation or otherwise), in the same manner and to the same extent that the Company would be obligated under this Plan if no succession had taken place. In the case of any transaction in which a successor would not be bound by the foregoing provision or by operation of law be bound by this Plan, the Company shall require such successor expressly and unconditionally to assume and agree to perform the Company's obligations under this Plan, in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

(b) The Plan shall inure to the benefit of and be binding upon and enforceable by the Company and the Participants and their personal and legal representatives, executors, administrators, successors, assigns, heirs, distributees, devisees and legatees. If a Participant should die while any amount would still be payable to the Participant hereunder had the Participant continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of Plan to the Participant's estate.

Section 6.06 Gender and Number

In determining the meaning of the Plan, words imparting the masculine gender shall include the feminine and the singular shall include the plural, unless the context requires otherwise. Unless otherwise stated, references to Sections are references to Sections of this Plan.

Section 6.07 References to Other Plans and Programs

Each reference in the Plan to any plan, policy or program, the Plan or document of the Employer or any of its Affiliates shall include any amendments or successor provisions thereto without the necessity of amending the Plan for such changes.

Section 6.08 Notices

Notices and all other communications contemplated by this Plan shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid or when sent by express U.S. mail or overnight delivery through a national delivery service (or an international delivery service in the case of an address outside the U.S.) with signature required. Notice to the Company, the Board or the Committee shall be directed to the attention of the Secretary of the Company at the address of the Company's headquarters, and notice to a Participant shall be directed to the Participant as the most recent personal residence on file with the Company.

Section 6.09 No Duty to Mitigate

The Participant shall not be required to mitigate the amount of any payment provided pursuant to this Plan, nor shall the amount of any such payment be reduced by any compensation that the Participant receives from any other source, except as provided in this Plan.

Section 6.10 Withholding of Taxes

The Employer may withhold from any amount payable or benefit provided under this Plan such Federal, state, local, foreign and other taxes as are required to be withheld pursuant to any applicable law or regulation.

Section 6.11 Choice of Law; Jurisdiction

All questions or disputes concerning this Plan shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia. Participants hereby: (i) submit to the non-exclusive jurisdiction of any state or federal court sitting in the Commonwealth of Virginia in any action or proceeding arising out of or relating to this Plan; and (ii) agree that all claims in respect of such action or proceeding may be heard or determined in any such court. The Employer and the Participants hereby waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought. The Employer and the Participants hereby agree that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law.

Section 6.12 Waiver of Jury Trial

The Employer and the Participants agree that any action, demand, claim or counterclaim relating to the terms and provisions of this Plan, or to its breach, may be commenced in the Commonwealth of Virginia in a court of competent jurisdiction. The Employer and the Participants further agree that any action, demand, claim or counterclaim shall be resolved by a judge alone, and the Employer and the Participants hereby waive and forever renounce that right to a trial before a civil jury.

Section 6.13 Validity/Severability

If any provision of this Plan or the application of any provision to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Plan and the application of such provision to any other person or circumstances will not be affected, and the provision so held to be invalid or unenforceable will be reformed to the extent (and only to the extent) necessary to make it enforceable or valid. To the extent any provisions held to be invalid or unenforceable cannot be reformed, such provisions are to be stricken here from and the remainder of this Plan will be binding on the Parties and their successors and assigns as if such invalid or illegal provisions were never included in this Plan from the first instance.

Section 6.14 Miscellaneous

No waiver by a Participant or the Employer at any time of any breach by the other party of, or compliance with, any condition or provision of this Plan to be

performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the time or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party that are not expressly set forth in this Plan.

Section 6.15 Source of Payments

All payments provided under this Plan, other than payments made pursuant to any Employer employee benefit plan which provides otherwise, shall be paid in cash from the general funds of the Company, and no special or separate fund shall be required to be established, and no other segregation of assets required to be made, to assure payment. To the extent that any person acquires a right to receive payments from the Company under this Plan, such right shall be no greater than the right of an unsecured creditor of the Company.

Section 6.16 Survival of Provisions

Notwithstanding any other provision of this Plan, the rights and obligations of the Company and the Participants under Article Four and Sections 6.05 through 6.16 will survive any termination or expiration of this Plan or the termination of the Participant's employment for any reason whatsoever.

FOURTH AMENDMENT TO LOAN AND SECURITY AGREEMENT

This Fourth Amendment to Loan and Security Agreement (this "*Amendment*") dated as of December 29, 2015 (the "*Fourth Amendment Effective Date*"), is by between **SILICON VALLEY BANK**, a California corporation with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("*Bank*"), and **ROSETTA STONE LTD.**, a Virginia corporation ("*Borrower*").

WITNESSETH:

WHEREAS, Borrower and Bank are party to that certain Loan and Security Agreement dated as of October 28, 2014 as amended by a First Amendment to Loan and Security Agreement dated March 31, 2015, a Second Amendment to Loan and Security Agreement dated May 1, 2015 and a Third Amendment to Loan and Security Agreement dated June 26, 2015 (as amended, modified, supplemented or restated and in effect from time to time, the "*Loan Agreement*"); and

WHEREAS, Borrower has requested that Bank agree to modify and amend certain terms and conditions of the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Capitalized Terms.** All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the Loan Agreement.
 2. **Amendment of Exhibits D and E to the Loan Agreement.** Exhibit D and Exhibit E to the Loan Agreement are hereby deleted in their entireties and replaced by Exhibit D and Exhibit E attached to this Amendment.
 3. **Conditions Precedent to Effectiveness.** This Amendment shall not be effective until each of the following conditions precedent have been fulfilled to the satisfaction of Bank:
 - (a) This Amendment shall have been duly executed and delivered by the respective parties hereto. Bank shall have received a fully executed copy hereof.
 - (b) All necessary consents and approvals to this Amendment shall have been obtained by Borrower.
 - (c) After giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing.
 - (d) Bank shall have received the fees costs and expenses required to be paid pursuant to Section 5 of this Amendment (including the reasonable and documented fees and disbursements of legal counsel required to be paid thereunder).
 4. **Representations and Warranties.** Borrower hereby represents and warrants to Bank as follows:
 - (a) This Amendment is, and each other Loan Document to which it is or will be a party, when executed and delivered by Borrower, will be the legally valid and binding obligation of Borrower, enforceable against Borrower in accordance with its respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally and equitable principals (whether enforcement is sought by proceedings in equity or at law).
 - (b) Its representations and warranties set forth in this Amendment, the Loan Agreement, as amended by this Amendment and after giving effect hereto, and the other Loan Documents to which it is a party are (i) to the extent qualified by materiality, true and correct in all respects and (ii) to the extent not qualified by materiality, true and correct in all material respects, in each case, on and as of the date hereof, as though made on such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date).
 - (c) The execution and delivery by Borrower of this Amendment, the performance by Borrower of its obligations hereunder and the performance of Borrower under the Loan Agreement, as amended by this Amendment, (i) have been duly authorized by all necessary organizational action on the part of Borrower and (ii) will not (A) violate any provisions of the certificate of incorporation or formation or organization or by-laws or limited liability company
-

agreement or limited partnership agreement of Borrower or (B) constitute a violation by Borrower of any applicable material Requirement of Law.

Borrower acknowledges that Bank has acted in good faith and have conducted in a commercially reasonable manner their relationships with Borrower in connection with this Amendment and in connection with the other Loan Documents. Borrower understands and acknowledges that Bank is entering into this Amendment in reliance upon, and in partial consideration for, the above representations, warranties, and acknowledgements, and agrees that such reliance is reasonable and appropriate.

5. Payment of Costs and Expenses Borrower shall pay to Bank an amendment fee equal to Twenty Thousand Dollars (\$20,000), which fee shall be fully-earned and non-refundable as of the Fourth Amendment Effective Date. In addition, Borrower shall pay to Bank all reasonable costs and out-of-pocket expenses of every kind in connection with the preparation, negotiation, execution and delivery of this Amendment and any documents and instruments relating hereto or thereto (which costs include, without limitation, the reasonable and documented fees and expenses of any attorneys retained by Bank).
6. Choice of Law. **THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK** . Each party hereto submits to the exclusive jurisdiction of the State and Federal courts in the Southern District of the State of New York; provided, however, that nothing in the Loan Agreement as amended by this Amendment shall be deemed to operate to preclude Bank from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of such Agent. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AMENDMENT, THE OTHER LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AMENDMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.**
7. Counterpart Execution. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or by e-mail transmission of an Adobe file format document (also known as a PDF file) shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or by e-mail transmission of an Adobe file format document (also known as a PDF file) also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.
8. Effect on Loan Documents.
 - (a) The amendments set forth herein shall be limited precisely as written and shall not be deemed (a) to be a forbearance, waiver, or modification of any other term or condition of the Loan Agreement or of any Loan Documents or to prejudice any right or remedy which Bank may now have or may have in the future under or in connection with the Loan Documents; (b) to be a consent to any future consent or modification, forbearance, or waiver to the Loan Agreement or any other Loan Document, or to any waiver of any of the provisions thereof; or (c) to limit or impair Bank's right to demand strict performance of all terms and covenants as of any date. Borrower hereby ratifies and reaffirms its obligations under the Loan Agreement and the other Loan Documents to which it is a party and agrees that none of the amendments or modifications to the Loan Agreement set forth in this Amendment shall impair Borrower's obligations under the Loan Documents or Bank's rights under the Loan Documents. Borrower hereby further ratifies and reaffirms the validity and enforceability of all of the Liens heretofore granted, pursuant to and in connection with the Guarantee and Collateral Agreement or any other Loan Document to Bank on behalf and for the benefit of the Secured Parties, as collateral security for the obligations under the Loan Documents, in accordance with their respective terms, and acknowledges that all of such Liens, and all collateral heretofore pledged as security for such obligations, continues to be and remain collateral for such obligations from and after the date hereof. Borrower acknowledges and agrees that the Loan Agreement and each other Loan Document is still in full force and effect and acknowledges as of the date hereof that Borrower has no

defenses to enforcement of the Loan Documents. Borrower waives any and all defenses to enforcement of the Loan Agreement as amended hereby and each other Loan Documents that might otherwise be available as a result of this Amendment of the Loan Agreement. To the extent any terms or provisions of this Amendment conflict with those of the Loan Agreement or other Loan Documents, the terms and provisions of this Amendment shall control.

(b) To the extent that any terms and conditions in any of the Loan Documents shall contradict or be in conflict with any terms or conditions of the Loan Agreement, after giving effect to this Amendment, such terms and conditions are hereby deemed modified or amended accordingly to reflect the terms and conditions of the Loan Agreement as modified or amended hereby.

(c) This Amendment is a Loan Document.

9. **Entire Agreement.** This Amendment constitutes the entire agreement between Borrower and Bank pertaining to the subject matter contained herein and supersedes all prior agreements, understandings, offers and negotiations, oral or written, with respect hereto and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Amendment. All of the terms and provisions of this Amendment are hereby incorporated by reference into the Loan Agreement, as applicable, as if such terms and provisions were set forth in full therein, as applicable. All references in the Loan Agreement to “this Agreement”, “hereto”, “hereof”, “hereunder” or words of like import shall mean the Loan Agreement as amended hereby.
10. **Release.** Borrower may have certain Claims against the Released Parties, as those terms are defined below, regarding or relating to the Loan Agreement or the other Loan Documents. Bank and Borrower desire to resolve each and every one of such Claims in conjunction with the execution of this Amendment and thus Borrower makes the releases contained in this Section 10. In consideration of Bank entering into this Amendment, Borrower hereby fully and unconditionally releases and forever discharges Bank and its directors, officers, employees, subsidiaries, branches, affiliates, attorneys, agents, representatives, successors and assigns and all persons, firms, corporations and organizations acting on any of their behalf (collectively, the “**Released Parties**”), of and from any and all claims, allegations, causes of action, costs or demands and liabilities, of whatever kind or nature, from the beginning of the world to the date on which this Amendment is executed, whether known or unknown, liquidated or unliquidated, fixed or contingent, asserted or unasserted, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, anticipated or unanticipated, which Borrower has, had, claims to have had or hereafter claims to have against the Released Parties by reason of any act or omission on the part of the Released Parties, or any of them, occurring prior to the date on which this Amendment is executed, including all such loss or damage of any kind heretofore sustained or that may arise as a consequence of the dealings among the parties up to and including the date on which this Amendment is executed, including the administration or enforcement of the Loans, the Obligations, the Loan Agreement or any of the Loan Documents (collectively, all of the foregoing, the “**Claims**”). Borrower represents and warrants that it has no knowledge of any claim by it against the Released Parties or of any facts or acts of omission of the Released Parties which on the date hereof would be the basis of a claim by Borrower against the Released Parties which is not released hereby. Borrower represents and warrants that the foregoing constitutes a full and complete release of all Claims.
11. **Severability.** The provisions of this Amendment are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision in this Amendment in any jurisdiction.

[SIGNATURE PAGES FOLLOW]

In Witness Whereof, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

BORROWER:

ROSETTA STONE LTD.

By: /s/ Thomas M. Pierno
Name: Thomas M. Pierno
Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: /s/ Jack Gaziano
Name: Jack Gaziano
Title: Managing Director

Acknowledged and Agreed:

GUARANTORS:

ROSETTA STONE INC.

By: /s/ Thomas M. Pierno
Name: Thomas M. Pierno
Title: Chief Financial Officer

ROSETTA STONE HOLDINGS INC.

By: /s/ Thomas M. Pierno
Name: Thomas M. Pierno
Title: Chief Financial Officer

ROSETTA STONE INTERNATIONAL INC.

By: /s/ Thomas M. Pierno
Name: Thomas M. Pierno
Title: Chief Financial Officer

LIVEMOCHA LLC

By: /s/ Bruce Ghrist
Name: Bruce Ghrist
Title: Manager

LEXIA LEARNING SYSTEMS LLC

By: /s/ Bruce Ghrist
Name: Bruce Ghrist
Title: Manager

EXHIBIT D

COMPLIANCE CERTIFICATE

TO: SILICON VALLEY BANK Date:
FROM:

The undersigned authorized officer of Rosetta Stone Ltd. ("Borrower") certifies that under the terms and conditions of the Loan and Security Agreement between Borrower and Bank (the "Agreement"):

(1) Each Credit party is in complete compliance for the period ending _____ with all required covenants except as noted below; (2) there are no Events of Default; (3) all representations and warranties in the Agreement are true and correct in all material respects on this date except as noted below; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date; (4) each Credit Party and each of its Subsidiaries, has timely filed all required tax returns and reports, and each Credit Party and each of its Subsidiaries has timely paid all foreign, federal, state and local taxes, assessments, deposits and contributions owed by such Credit Party or Subsidiary except as otherwise permitted pursuant to the terms of Section 5.8 of the Agreement; and (5) no Liens have been levied or claims made against any Credit Party or any of its Subsidiaries relating to unpaid employee payroll or benefits of which Borrower has not previously provided written notification to Bank.

Attached are the required documents supporting the certification. The undersigned certifies that these are prepared in accordance with GAAP consistently applied from one period to the next except as explained in an accompanying letter or footnotes. The undersigned acknowledges that no borrowings may be requested at any time or date of determination that Borrower is not in compliance with any of the terms of the Agreement, and that compliance is determined not just at the date this certificate is delivered. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Agreement.

Please indicate compliance status by circling Yes/No under "Complies" column.

<u>Reporting Covenants</u>	<u>Required</u>	<u>Complies</u>
Quarterly financial statements with Compliance Certificate	Quarterly within 45 days for the first three quarters of each fiscal year	Yes No
Annual financial statement (CPA Audited) with Compliance Certificate	FYE within 90 days	Yes No
10-Q, 10-K and 8-K	Within 5 days after filing with SEC	Yes No
The following Intellectual Property was registered (or a registration application submitted) after the Effective Date (if no registrations, state "None")		

Financial Covenants			Complies
Achieve on a Quarterly Basis:			
Minimum Quick Ratio	_____ :1.0	_____ :1.0	Yes No
Minimum EBITDA	_____ :1.0	_____ :1.0	Yes No

The following financial covenant analyses and information set forth in Schedule 1 attached hereto are true and accurate as of the date of this Certificate.

Other Matters

Have there been any amendments of or other changes to the capitalization table of the Credit Parties and to the Operating Documents of any Credit Party or any of its Subsidiaries since the date of the most recently delivered Compliance Certificate? If yes, provide copies of any such amendments or changes with this Compliance Certificate to the extent not previously delivered to Bank.

The following are the exceptions with respect to the certification above: (If no exceptions exist, state "No exceptions to note.")

BANK USE ONLY

Received by: _____
authorized signer

Date: _____

Verified: _____
authorized signer

Date: _____

Compliance Status: Yes No

ROSETTA STONE LTD.

By:
Name:
Title:

Schedule 1 to Compliance Certificate

Financial Covenants of Borrower

In the event of a conflict between this Schedule and the Loan Agreement, the terms of the Loan Agreement shall govern.

Dated: _____

I. Quick Ratio (Section 6.8(a))

Required:

Fiscal Quarters Ending	Quick Ratio
December 31, 2014	1.00 to 1.00
March 31, 2015 and thereafter	1.25 to 1.00

Actual:

A.	Aggregate value of the unrestricted cash and Cash Equivalents of Ultimate Parent and its consolidated Subsidiaries	\$
B.	Aggregate value of the net billed accounts receivable of Ultimate Park and its consolidated Subsidiaries	\$
C.	Aggregate value of the investments with maturities of fewer than 12 months of Ultimate Parent and its consolidated Subsidiaries	\$
D.	Quick Assets (the sum of lines A through C)	\$
E.	Aggregate value of Obligations to Bank	\$
F.	Aggregate value of liabilities that should, under GAAP, be classified as liabilities on Holdings' consolidated balance sheet, including all Indebtedness, and not otherwise reflected in line E above that matures within one (1) year	\$
G.	Deferred Revenue	\$
H.	Current Liabilities (the sum of lines E and F, minus line G)	\$
I.	Quick Ratio (line D divided by line H)	

Is line H equal to or greater than ____:1:00?

No, not in compliance Yes, in compliance

II. ADJUSTED EBITDA (Section 6.8(b))

Required:

Fiscal Quarters Ending	Adjusted EBITDA
March 31, 2015	\$4,000,000
June 30, 2015	\$1,000,000
September 30, 2015	\$7,000,000
December 31, 2015	\$1
March 31, 2016	\$5,000,000
June 30, 2016	\$3,000,000
September 30, 2016	\$7,000,000
December 31, 2016 and thereafter	\$10,000,000

Actual (for the trailing four quarters):

1. Fiscal quarter most recently ended:

A.	Net Income	\$
B.	To the extent included in the determination of Net Income	
	1. Interest Expense	\$
	2. Income tax benefit and expense	\$
	3. Depreciation expense	\$
	4. Amortization expense	\$
	5. Stock-based compensation expense	\$
	6. Other non-operating expense (less other income) (as such amount is shown on the "Other income and (expense)" line item below the operating income line in the Ultimate Parent's relevant income statement, determined in accordance with GAAP)	\$
	7. Goodwill impairment	\$
	8. Change in Deferred Revenue	\$
	9. Impairments other than Goodwill	\$
	10. Change in deferred commissions	\$
	11. Items related to the litigation with Google Inc.	\$
	12. Restructuring and related wind down costs, consulting and other related costs associated with development and implementation of Borrower's revised business strategy, severance costs and transaction and other costs associated with mergers and acquisitions	\$
	13. Adjustments related to recording the non-cash tax valuation allowance for deferred tax assets.	\$
	14. Interest income	\$
	15. FX	\$
	16. Total Line B: The sum of lines 1 through 9 minus lines 10 through 14 and plus or minus line 15	\$
C.	ADJUSTED EBITDA (line A plus line B)	\$

2. 1st fiscal quarter preceding the fiscal quarter most recently ended:

A.	Net Income	\$
B.	To the extent included in the determination of Net Income	
	1. Interest Expense	\$
	2. Income tax benefit and expense	\$
	3. Depreciation expense	\$
	4. Amortization expense	\$
	5. Stock-based compensation expense	\$
	6. Other non-operating expense (less other income) (as such amount is shown on the "Other income and (expense)" line item below the operating income line in the Ultimate Parent's relevant income statement, determined in accordance with GAAP)	\$
	7. Goodwill impairment	\$
	8. Change in Deferred Revenue	\$
	9. Impairments other than Goodwill	\$
	10. Change in deferred commissions	\$
	11. Items related to the litigation with Google Inc.	\$
	12. Restructuring and related wind down costs, consulting and other related costs associated with development and implementation of Borrower's revised business strategy, severance costs and transaction and other costs associated with mergers and acquisitions	\$
	13. Adjustments related to recording the non-cash tax valuation allowance for deferred tax assets.	\$
	14. Interest income	\$
	15. FX	\$
	16. Total Line B: The sum of lines 1 through 9 minus lines 10 through 14 and plus or minus line 15	\$
C.	ADJUSTED EBITDA (line A plus line B)	\$

3. 2nd fiscal quarter prior preceding the fiscal quarter most recently ended:

A.	Net Income	\$
B.	To the extent included in the determination of Net Income	
	1. Interest Expense	\$
	2. Income tax benefit and expense	\$
	3. Depreciation expense	\$
	4. Amortization expense	\$
	5. Stock-based compensation expense	\$
	6. Other non-operating expense (less other income) (as such amount is shown on the "Other income and (expense)" line item below the operating income line in the Ultimate Parent's relevant income statement, determined in accordance with GAAP)	\$
	7. Goodwill impairment	\$
	8. Change in Deferred Revenue	\$
	9. Impairments other than Goodwill	\$
	10. Change in deferred commissions	\$
	11. Items related to the litigation with Google Inc.	\$
	12. Restructuring and related wind down costs, consulting and other related costs associated with development and implementation of Borrower's revised business strategy, severance costs and transaction and other costs associated with mergers and acquisitions	\$
	13. Adjustments related to recording the non-cash tax valuation allowance for deferred tax assets.	\$
	14. Interest income	\$
	15. FX	\$
	16. Total Line B: The sum of lines 1 through 9 minus lines 10 through 14 and plus or minus line 15	\$
C.	ADJUSTED EBITDA (line A plus line B)	\$

4. 3rd fiscal quarter prior preceding the fiscal quarter most recently ended:

A.	Net Income	\$
B.	To the extent included in the determination of Net Income	
	1. Interest Expense	\$
	2. Income tax benefit and expense	\$
	3. Depreciation expense	\$
	4. Amortization expense	\$
	5. Stock-based compensation expense	\$
	6. Other non-operating expense (less other income) (as such amount is shown on the "Other income and (expense)" line item below the operating income line in the Ultimate Parent's relevant income statement, determined in accordance with GAAP)	\$
	7. Goodwill impairment	\$
	8. Change in Deferred Revenue	\$
	9. Impairments other than Goodwill	\$
	10. Change in deferred commissions	\$
	11. Items related to the litigation with Google Inc.	\$
	12. Restructuring and related wind down costs, consulting and other related costs associated with development and implementation of Borrower's revised business strategy, severance costs and transaction and other costs associated with mergers and acquisitions	\$
	13. Adjustments related to recording the non-cash tax valuation allowance for deferred tax assets.	\$
	14. Interest income	\$
	15. FX	\$
	16. Total Line B: The sum of lines 1 through 9 minus lines 10 through 14 and plus or minus line 15	\$
C.	ADJUSTED EBITDA (line A plus line B)	\$

5.Trailing 4-quarter EBITDA (Sum of lines (1C, 2C, 3C and 4C) \$

Is line 5 equal to or greater than \$ ____?

No, not in compliance

Yes, in compliance

EXHIBIT E

FINANCIAL COVENANTS

Achieve on a consolidated basis with respect to Ultimate Parent and its Subsidiaries:

(a) **Quick Ratio**. A ratio of Quick Assets to Current Liabilities, in each case, measured as at the last day of the fiscal quarters specified below, of at least the following:

Fiscal Quarters Ending	Quick Ratio
December 31, 2014	1.00 to 1.00
March 31, 2015 and thereafter	1.25 to 1.00

(b) **Adjusted EBITDA**. Adjusted EBITDA, measured as of the end of each fiscal quarter during the periods specified below for the trailing four quarters then ended, of at least the following:

Fiscal Quarters Ending	Adjusted EBITDA
March 31, 2015	\$4,000,000
June 30, 2015	\$1,000,000
September 30, 2015	\$7,000,000
December 31, 2015	\$1
March 31, 2016	\$5,000,000
June 30, 2016	\$3,000,000
September 30, 2016	\$7,000,000
December 31, 2016 and thereafter	\$10,000,000

ROSETTA STONE INC. SUBSIDIARIES

As of March 14, 2016

Entity	Jurisdiction of Incorporation
Rosetta Stone Holdings Inc.	Delaware
Rosetta Stone Ltd. (Formerly Fairfield & Sons Ltd. d/b/a Fairfield Language Technologies)	Virginia
Rosetta Stone International Inc.	Delaware
Rosetta Stone Brazil Holding LLC	Delaware
Rosetta Stone (UK) Limited	England and Wales
Rosetta Stone Japan Inc.	Japan
Rosetta Stone GmbH	Germany
Rosetta Stone Canada Inc.	Canada
Rosetta Stone Hong Kong Limited	Hong Kong
Rosetta Stone International inc. Shanghai Representative Office	Shanghai
Rosetta (Shanghai) Software Trading Co., Ltd.	Shanghai
Rosetta Stone Ensino de Linguas Ltda.	Brazil
Rosetta Stone France SAS	France
Livemocha LLC (formerly Livemocha Inc.)	Delaware
Lexia Learning Systems LLC (formerly Lexia Learning Systems Inc.)	Delaware
Rosetta Stone S.A. (formerly Tell Me More S.A.)	France
Auralog Studios SARL	France
Auralog SL	Spain
Rosetta Stone Mexico SA de CV (formerly Auralog SA de CV)	Mexico
Auralog Software Development (Beijing) Company Ltd.	China

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-204904, 333-201025, 333-190528, 333-183148, 333-180483, and 333-158828 on Form S-8 and Registration Statement No. 333-188444 on Form S-3 of our reports dated March 14, 2016, relating to the consolidated financial statements of Rosetta Stone Inc. and subsidiaries, and the effectiveness of Rosetta Stone Inc. and subsidiaries' internal control over financial reporting, appearing in this Annual Report on Form 10-K of Rosetta Stone Inc. and subsidiaries for the year ended December 31, 2015.

/s/ Deloitte & Touche LLP
McLean, Virginia
March 14, 2016

**ROSETTA STONE INC.
POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints A. John Hass, Thomas M. Pierno and Sonia G. Cudd, or any of them, each with power to act without the other, a true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for each person whose signature appears below and in his or her name, place and stead, in any and all capacities, to sign the Annual Report on Form 10-K of Rosetta Stone Inc. (the "*Company*") and any or all subsequent amendments and supplements to the Annual Report on Form 10-K, and to file the same, or cause to be filed the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby qualifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Each person whose signature appears below may at any time revoke this power of attorney as to himself or herself only by an instrument in writing specifying that this power of attorney is revoked as to him or her as of the date of execution of such instrument or at a subsequent specified date. This power of attorney shall be revoked automatically with respect to any person whose signature appears below effective on the date he or she ceases to be a member of the Board of Directors or an officer of the Company. Any revocation hereof shall not void or otherwise affect any acts performed by any attorney-in-fact and agent named herein pursuant to this power of attorney prior to the effective date of such revocation.

March 14, 2016

Signature	Title
<hr/> /s/ A. JOHN HASS III A. John Hass III	Chief Executive Officer and Director (Principal Executive Officer)
<hr/> /s/ THOMAS M. PIERNO Thomas M. Pierno	Chief Financial Officer (Principal Financial Officer)
<hr/> /s/ Patrick W. Gross Patrick W. Gross	Chairman of the Board, Director
<hr/> /s/ JAMES P. BANKOFF James P. Bankoff	Director
<hr/> /s/ LAURENCE FRANKLIN Laurence Franklin	Director
<hr/> /s/ DAVID P. NIERENBERG David P. Nierenberg	Director
<hr/> /s/ CAROLINE J. TSAY Caroline J. Tsay	Director
<hr/> /s/ LAURA L. WITT Laura L. Witt	Director
<hr/> /s/ STEVEN P. YANKOVICH Steven P. Yankovich	Director

**CERTIFICATION OF
PRINCIPAL FINANCIAL OFFICER
OF ROSETTA STONE INC.
PURSUANT TO SECURITIES EXCHANGE ACT RULES 13a-14 AND 15d-14, AS ADOPTED
PURSUANT TO SECTION 302 OF THE
SARBANES-OXLEY ACT OF 2002**

I, Thomas M. Pierno, certify that:

1. I have reviewed this Annual Report on Form 10-K of Rosetta Stone Inc. (the "Registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and
5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's Board of Directors (or persons performing the equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

By: /s/ THOMAS M. PIERNO
Thomas M. Pierno
(Principal Financial Officer)

Date: March 14, 2016

**CERTIFICATION OF
PRINCIPAL EXECUTIVE OFFICER
OF ROSETTA STONE INC.
PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED
PURSUANT TO SECTION 906 OF THE
SARBANES-OXLEY ACT OF 2002**

In connection with the accompanying Annual Report on Form 10-K for the year ended December 31, 2015, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, A. John Hass, Interim Chief Executive Officer of Rosetta Stone Inc. (the "Company"), hereby certify, to my knowledge, that:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ A. JOHN HASS

A. John Hass

(Principal Executive Officer)

Date: March 14, 2016

**CERTIFICATION OF
PRINCIPAL FINANCIAL OFFICER
OF ROSETTA STONE INC.
PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED
PURSUANT TO SECTION 906 OF THE
SARBANES-OXLEY ACT OF 2002**

In connection with the accompanying Annual Report on Form 10-K for the year ended December 31, 2015, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Thomas M. Pierno, Chief Financial Officer of Rosetta Stone Inc. (the "Company"), hereby certify, to my knowledge, that:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ THOMAS M. PIERNO

Thomas M. Pierno
(Principal Financial Officer)

Date: March 14, 2016

