



SCHEDULE B

dated 4 December 2018

to the Master Merchandising Licence Agreement dated 1 January 2018
between Universal Studios Limited and Amscan International Limited

(Trolls & DMF – Contract No. 201303126)

All capitalised defined terms used but not defined in this Schedule shall have the same meanings provided to such terms in the Agreement. If and to the extent that there is any conflict or inconsistency between this Schedule and the Agreement, this Schedule shall prevail. All use of Licensed Property is subject to Approval as set forth in the Agreement.

(a) PARTIES:

LICENSEE:

Amscan International Limited
Brudenell Drive Brinklow
Milton Keynes
MK10 0DA
United Kingdom
Attn: Ms Melanie Beer

UNIVERSAL:

Universal Studios Limited
1 Central St. Giles
St. Giles High Street
London, WC2H 8NU
United Kingdom
Company No. 09074960
Attn: Director of Business & Legal Affairs, Brand
Development
Business Contact: Alpana Virani

UNIVERSAL'S AGENT:

Not applicable.

(b) UNIVERSAL PROPERTY:

Property Name	Description & Copyright Notice
Trolls	<p>The 2016 animated theatrical motion picture entitled <i>Trolls</i>.</p> <p>Licensee acknowledges that no rights are granted with respect to any other theatrical motion picture (and/or direct-to-video/DVD) sequel(s) or prequel(s) to the Universal Property, any music video(s) or animated short(s)/skit(s), trailer(s) or teaser(s) (whether created for promotional purposes or otherwise) related thereto or utilizing any of the characters contained therein, nor to any television series/program(s), live show(s) or virtual online world(s) based thereon or derived therefrom.</p> <p>DreamWorks Trolls © (current year) DreamWorks Animation LLC. All Rights Reserved.</p>



Trolls TV Series	<p>The 2018 animated television series based on the DreamWorks Trolls animated property (the "Trolls TV Series").</p> <p>Licensee acknowledges that no rights are granted with respect to any other television series/program(s), any theatrical motion picture (and/or direct-to-video/DVD) or sequel(s) or prequel(s) thereto, music video(s) or animated short(s)/skit(s), trailer(s) or teaser(s) (whether created for promotional purposes or otherwise) related thereto or utilizing any of the characters contained therein, nor to any live show(s) or virtual online world(s) based thereon or derived therefrom, except as otherwise provided in this Schedule.</p>
	<p>DreamWorks Trolls © (current year) DreamWorks Animation LLC. All Rights Reserved.</p>

(c) LICENSED PROPERTY:

Subject to Clause 1 of the Agreement, the Licensed Property includes: titles and logos, plots, themes, Characters, characterizations and elements from the Universal Property.

(d) LICENCE TERM:

For Despicable Me Franchise and Minions 2: commencing 1 January 2019 and expiring on 31 December 2020, unless terminated earlier as provided under the terms of the Agreement or by operation of law.

For Trolls, Trolls World Tour and Trolls TV Series: commencing 1 October 2019 and expiring on 31 December 2020, unless terminated earlier as provided under the terms of the Agreement or by operation of law.

(e) LICENSED ARTICLES:

The Licensed Articles are limited to the following, subject to all Approvals pursuant to the Agreement:

- 1) Foil/mylar and latex balloons of varying shapes and sizes.

(f) LICENCE TERRITORY:

Region 1: Andorra, Austria, Belgium, Denmark, Estonia, Faroe Islands, Finland, France, French Guiana, French Polynesia, French Southern Territories, Germany, Greenland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland, and Vatican City.

Region 2: Albania, Algeria, Angola, Bahrain, Belarus, Benin, Bosnia and Herzegovina, Botswana, Bulgaria, Burkina Faso, Burundi, Cameroon, Central African Republic, Chad, Comoros, Congo, Croatia, Cyprus, Czech Republic, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Georgia, Ghana, Greece, Guinea, Guinea-Bissau, Hungary, Iraq, Israel, Jordan, Kenya, Kuwait, Lebanon, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Malta, Mauritania, Mauritius, Moldova, Montenegro, Morocco, Mozambique, Namibia, Niger, Nigeria, Oman, Palestine, Poland, Qatar, Macedonia, Romania, Russia, Rwanda, Sao Tome and Principe, Saudi Arabia, Senegal, Serbia, Slovakia, Slovenia, Somalia, South Africa, Swaziland, Tanzania, The Democratic Republic of Congo, Togo, Tunisia, Turkey, Uganda, Ukraine, United Arab Emirates, Yemen, Zambia, and Zimbabwe.

Region 3: Gibraltar, Guernsey, Ireland, Isle of Man, Jersey, and the United Kingdom of Great Britain and Northern Ireland.

**(n) MARKETING COMMITMENT:**

In addition to all Advance(s), Guarantee(s) and Royalty(ies), as applicable, Licensee shall spend a minimum of █████ percent █████ of its forecasted annual Net Invoiced Billings (calculated and tracked quarterly) for ongoing retail, trade and media advertising and promotional campaigns in support of the sale and distribution of Licensed Articles. All such advertising and promotional elements are subject to Universal's Approval and the terms and conditions of Clause 7(d) of the Agreement.

(o) ROYALTY STATEMENT FREQUENCY:

Licensee will make payments quarterly. Each payment shall be made by Licensee to Universal within fifteen (15) days following the end of each calendar quarter (i.e., 31 March, 30 June, 30 September and 31 December) of the Licence Term.

(p) EXCLUSIVITY:

The rights granted hereunder are non-exclusive to Licensee.

(q) INDUSTRY MARKETING DATES (e.g., introduction to trade):

Universal Property	No earlier than:	No later than:
Despicable Me Franchise	Date of the full execution of this Schedule	31 December 2019
Trolls & Trolls TV Series	Date of the full execution of this Schedule	31 December 2019
Trolls World Tour & Minions 2	Eight (8) weeks prior to the theatrical release of the film in the applicable country or region	Not Applicable

(r) SHIPPING DATES:

Universal Property	No earlier than:	No later than:
Despicable Me Franchise	Date of the full execution of this Schedule	31 July 2020
Trolls & Trolls TV Series	Date of the full execution of this Schedule	31 July 2020
Trolls World Tour & Minions 2	Eight (8) weeks prior to the theatrical release of the film in the applicable country or region	Not Applicable

(s) ON-SHELF DATES:

Universal Property	No earlier than:	No later than:
Despicable Me Franchise	Date of the full execution of this Schedule.	31 August 2020.
Trolls & Trolls TV Series	Date of the full execution of this Schedule.	31 August 2020.
Trolls World Tour & Minions 2	Eight (8) weeks prior to the theatrical release of the film in the applicable country or region	Not Applicable

(t) SELL-OFF PERIOD:

Subject to Licensee fulfilling its obligation contained in Clause 26, the Sell-Off period will be ninety (90) days commencing immediately upon the expiration of the Licence Term.



contrary to or prohibited by any such embargo, sanction or export control regulation or similar law, policy, rule or regulation, Universal's failure to perform such obligations shall not constitute a breach of this Agreement by Universal and Universal shall not be liable to Licensee or any third party for any damages arising as a result of Universal's failure to perform such obligations.

- c) Licensee shall not transmit or access the Licensed Article(s) (including any Collateral Materials) using any assets, facilities, properties or interests located in a region, country or territory that is the subject of Sanctions or the assets or facilities of any party located, organized or resident in or operating within such region, country or territory.

II. DATA PROTECTION.

Licensee represents and warrants that it will comply with all of the requirements of all Applicable Laws relating to the processing of personal data, privacy and security that may exist in any relevant jurisdiction (the "Data Protection Legislation") and will not, in the course of performing its obligations under this Agreement, collect or process Personal Data on behalf of Universal. "Personal Data" shall mean any information that relates to an individual person and that, alone or in combination with other data, can be used to identify, contact, or precisely locate an individual person, or other information that constitutes personal data under the Data Protection Legislation.

AGREED TO AND ACCEPTED BY:

AMSCAN INTERNATIONAL LIMITED

Signed by
Authorised Signatory: 
DocuSigned by:
B54F536CD4F24E8...

Name: Barry Morin

Title: Sr. VP

UNIVERSAL STUDIOS LIMITED

Signed by
Authorised Signatory: 
DocuSigned by:
5619F86B6477411...

Name: Craig Dunlap

Title: Authorised Signatory