

SCHEDULE

1. **“LICENSED PROPERTY”**: The Licensed Property consists of artwork and other distinctive creative elements derived from the property entitled **“NUM NOMS™”**, along with any characters, artwork and other distinctive creative elements and names associated therewith, along with any other proprietary marks related thereto.
2. **“LICENSED ARTICLES”**: Licensed Articles shall include the following:

Licensed Articles: Num Noms	Minimum number of designs
All listed to be sold individually or in multi-packs with any Licensed Article below.	
Party Goods to include but not limited to:	1
Balloons – Latex, Foil and/or Mylar	1
Plates	1

Cups	1
Napkins	1
Tablecovers	1
Invites & Envelopes	1
Loot Bags	1
Blowouts	1
Straws	1
Party Hats, Tiaras And Headbands	1
Award Ribbons	1
Pinatas	1
Party Decorations Goods To Include But Not Limited To:	1
Table Centerpieces	1
Birthday Banners	1
Confetti	1
Cake Stands	1
Cake Decorating Kits	1
Candles	1
Swirl Decorations	1
Scene Setter Wall Decorating Kits	1
Party Favours Goods To Include But Not Limited To:	1
Jigsaws	1
Stationery Sets	1
Bracelets	1
Stickers	1
Face Masks	1
Bookmarks	1
Yoyos	1
Party Games	1


3. **“LICENSED TERRITORY”**: The United Kingdom (England, Wales and Scotland, Northern Ireland) and Eire – Republic of Ireland, **Benelux** (Netherlands, Luxembourg, Belgium), Germany, Austria, Switzerland, **Iberia** (Andorra, Canary Island, Portugal & Spain), Italy (Vatican City San Marino), **Nordics** (Norway, Finland, Denmark, Sweden, Iceland, Greenland, Asland Island), Cyprus, Greece, Israel, Malta, Turkey, **Baltics** (Estonia, Latvia, Lithuania), **Central & Eastern Europe** (Albaina, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Hungary, Kosovo, Macedonia, Montenegro, Poland, Romania Serbia, Slovakia & Slovenia), **Commonwealth of independent** (Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Krygyzstan, Moldova, Russia. Tajikistan, Turkmenistan, Turkmenistan, Uzbekistan), **Middle East** (Bahrain, Egypt, Iran, Iraq, Jordan and Kuwait, Lebanon,) and **North Africa** (Algeria, Benin, Burkino Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Congo, Djibouti, Democratic Republic, Equatorial Guinea, Eritera, Ethiopia, Gabon, Gambia, Ghana, Guiaea- Bissau, Guinea, Liberia, Libya, Mali, Mauritania, Morocco, Niger, Rwanda, Sao Tome & Principe, Senegal, Sierra Leone, Somalia, Sudan, Togo, Tunisia and Western Sahara.) and **South Africa** (Angola, Botswana, Comoros, Kenya, Lesotho Madagascar, Malawi, Mauritius, Mozambique, Namibia, Nigeria, Seychelles, South Africa, Swaziland, Tanzania, Uganda, Zambia Zimbabwe). If Licensee markets, promotes, sells or offers for sale, directly or indirectly, any of the Licensed Articles outside of the Licensed Territory, Licensor may, in its sole and absolute discretion, immediately terminate this Agreement.
5. **“TERM” AND “SELL-OFF PERIOD”**: The Term begins July 1, 2016 and ends December 31, 2018 (“Term”), unless sooner terminated as provided in the Standard Terms and Conditions attached hereto. Following the expiration of the Term, Licensee shall have a period of ninety (90) days to sell-off any unsold inventory of Licensed Articles.

ACCEPTED AND AGREED TO:

AMSCAN INTERNATIONAL LTD.
 (“Licensee”)

By: 
 Print Name: Barry Morris
 Title: SVP Licensing & Marketing
 Date: 1/19/17

MGA ENTERTAINMENT, INC.
 (“Licensor”)

By: 
 Print Name: V. P. Secretary
 Title: V. P. Secretary
 Date: 1/19/17