

## MERCHANDISE AGREEMENT

A. This agreement is effective as of the 1<sup>st</sup> day of January, 2018 (the "Effective Date") by and between Viacom Media Networks, a division of Viacom International Inc., Delaware corporation with offices at 1515 Broadway, New York, New York 10036 ("Viacom"); and,

B. Amscan International Limited a company incorporated under the laws of England and Wales (Company Registration No: 01126979) with offices at Brudenell Drive, Brinklow, Milton Keynes, Buckinghamshire, MK10 0DA, United Kingdom and with registered tax number 443 864 824 ("Licensee"),

each a "Party" and together the "Parties" to this agreement (the "Agreement").

## BACKGROUND

WHEREAS Viacom owns and operates certain programming services including those known as Nickelodeon in the United States and around the world and owns and/or controls certain trademarks and other intellectual property related thereto.

WHEREAS Viacom now wishes to appoint Licensee as its non-exclusive licensee in relation to the Licensed Products in the Licensed Territory (defined below).

## NICKELODEON PRINCIPAL TERMS

### LICENSED PROPERTY:

1. The Licensed Language version of style-guide assets and other creative materials as owned and/or controlled by Viacom (including its subsidiaries) and as furnished and approved by Viacom and supplied to Licensee in connection with the Viacom animated television series entitled "Nickelodeon Blaze and the Monster Machines".
2. The Licensed Language version of "DORA AND FRIENDS" and the name, trademark and logo used solely in connection with the Viacom animated television series entitled "DORA AND FRIENDS" as broadcast in each local Territory, all names, trademarks and likenesses of characters contained therein and in the localized style-guide and materials as owned and/or controlled by Viacom and only as furnished to Licensee and approved by Viacom on the terms set forth herein.
3. The Licensed Language version of "DORA THE EXPLORER" and such name, trademark and logo used solely in connection with the Viacom animated television series entitled "DORA THE EXPLORER" as broadcast in each local Territory, all names, trademarks and likenesses of characters contained therein and in the localized style-guide and materials as owned and/or controlled by Viacom and only as furnished to Licensee and approved by Viacom on the terms set forth herein.
4. The "Half-Shell Heroes" name, trademark and logo and likenesses of characters, story elements, titles and key art as contained in the style guide assets and other creative materials as are owned and/or controlled by Viacom and/or its subsidiaries or affiliates, and as furnished and approved

by Viacom and supplied to Licensee on the terms set forth herein. The Half-Shell-Heroes name, trademark and logo shall be used in conjunction with the Teenage Mutant Ninja Turtles name, trademark and logo including the Nickelodeon name, trademark and logo as is directed, supplied and approved by Viacom on the terms set forth herein. In all cases, elements of the Licensed Property are included solely as and to the extent such elements are furnished to Licensee and approved by Viacom on the terms set forth herein.

5. The "Nella the Princess Knight" intellectual property used solely in connection with the Nickelodeon television series entitled "Nella the Princess Knight" (the "Nella the Princess Knight Series") and in connection with the Nella the Princess Knight Series, certain names and/or likenesses of talent (only if and to the extent talent has granted rights for such use to Viacom) and other elements contained within. In all cases, elements of the Licensed Property are included solely as and to the extent such elements are cleared, furnished to Licensee and approved by Viacom on the terms set forth herein.
6. The Licensed Language version of the "SHIMMER AND SHINE" name, trademark and logo used solely in connection with the Viacom animated television series entitled "Shimmer and Shine" (the "Shimmer and Shine Series") and in connection with the Shimmer and Shine Series as broadcast in the Licensed Territory, all names, trademarks and likenesses of characters contained therein and in the localized style-guide and materials as owned and/or controlled by Viacom (including its subsidiaries) and only as furnished and approved by Viacom to Licensee on the terms set forth herein.
7. The Nickelodeon Slime name, trademark and logo as approved and furnished by Viacom in the style guide and/or as otherwise provided to Licensee from time to time on the terms set forth in this Agreement.
8. The Licensed Language version of "SpongeBob SquarePants" name, trademark and logo used solely in connection with the Viacom animated television series entitled "SpongeBob SquarePants" (the "SpongeBob SquarePants Series") and in connection with the SpongeBob SquarePants Series as broadcast in each local Territory, all names, trademarks and likenesses of characters contained therein and in the localized style-guide and materials as owned and/or controlled by Viacom and only as furnished to Licensee and approved by Viacom on the terms set forth herein.

For the avoidance of doubt, the Licensed Property of SpongeBob SquarePants does not include any elements as taken from any live action or other series or movie, existing or created, connected to the Licensed Property other than

those expressly licensed above and expressly excluding the design property known as "SpongeBob by SpongeBob".

9. The "Sunny Day" intellectual property used solely in connection with the Nickelodeon television series entitled "Sunny Day" (the "Sunny Day Series") and in connection with the Sunny Day Series, certain names and/or likenesses of talent (only if and to the extent talent has granted rights for such use to Viacom) and other elements contained within. In all cases, elements of the Licensed Property are included solely as and to the extent such elements are cleared, furnished to Licensee and approved by Viacom on the terms set forth herein.
10. The "Teenage Mutant Ninja Turtles" name, trademark and logo solely as used in connection with the original animated television series entitled "Teenage Mutant Ninja Turtles" first airing in 1987 (the "Teenage Mutant Ninja Turtles Retro Series") and in connection with the Teenage Mutant Ninja Turtles Retro Series, the names, trademarks and likenesses of characters contained therein and only as furnished to Licensee as part of the "retro" artwork offering and approved by Viacom on the terms set forth herein.

The Licensed Property shall not include any names, trademarks, logos, likenesses or any other intellectual property in the manner in which they are used outside of the Teenage Mutant Ninja Turtle Retro Series, including without limitation as used in connection with the new animated Nickelodeon television series, comic books or any motion picture or live theatrical presentation unless specified here within.

11. The "Teenage Mutant Ninja Turtles" name, trademark and logo solely as used in connection with the new animated television series on Nickelodeon entitled "Teenage Mutant Ninja Turtles" (the "Teenage Mutant Ninja Turtles Series") and in connection with the Teenage Mutant Ninja Turtles Series, the names, trademarks and likenesses of characters contained therein and only as furnished to Licensee and approved by Viacom on the terms set forth herein.

The Licensed Property shall not include any names, trademarks, logos, likenesses or any other intellectual property in the manner in which they are used outside of the Teenage Mutant Ninja Turtles Series, including without limitation as used in connection with any previous television series or comic book or any motion picture or live theatrical presentation unless specified here within.

12. The "Teenage Mutant Ninja Turtles" name, trademark and logo solely as used in connection with "Teenage Mutant Ninja Turtles" comic books (the "Teenage Mutant Ninja Turtles Comics"), and in connection with the Teenage Mutant Ninja

Turtles Comics, the names, trademarks and likenesses of characters contained therein and only as furnished to Licensee as part of the "comic book" artwork offering and approved by Viacom on the terms set forth herein.

The Licensed Property shall not include any names, trademarks, logos, likenesses or any other intellectual property in the manner in which they are used outside of the Teenage Mutant Ninja Turtles Comics, including without limitation as used in connection with the new animated Nickelodeon television series, any previous television series, motion picture or live theatrical presentation or any comic books based upon the foregoing examples unless specified here within.

13. The name, trademark and logo used solely in connection with the Nickelodeon animated television series entitled "Top Wing" (the "Top Wing Series") and in connection with the Top Wing Series, certain names and/or likenesses of characters and other elements contained within. The Licensed Property may also include the Nickelodeon, Nick Jr. and/or other related trademarks used as a secondary feature. In all cases, elements of the Licensed Property are included solely as and to the extent such elements are cleared, furnished to Licensee and approved by Viacom on the terms set forth herein.

(each a "Nickelodeon Property" and collectively the "Nickelodeon Properties")

14. The "Paw Patrol" name, trademark and logo used in connection with the animated Nickelodeon television series entitled "Paw Patrol" (the "Paw Patrol Series") and in connection with such Paw Patrol Series, certain names, trademarks and likenesses of characters contained therein as detailed in Schedule 1 of this Agreement.
15. The intellectual property used solely in connection with the animated Nickelodeon television series entitled "Rusty Rivets" (the "Rusty Rivets Series") and in connection with the Rusty Rivets Series, certain names and/or likenesses of characters contained therein as detailed in Schedule 1 of this Agreement.

LICENSED PRODUCTS:

The following character-identified, limited to:

1. Award ribbons;
2. Balloon weights / accessories;
3. Foil balloons;
4. Mylar balloons;
5. Latex balloons;
6. Banners;
7. Blowouts;
8. Cake decorating kits;
9. Cake stands;
10. Candles;
11. Confetti;
12. Cups;
13. Disposable cups;
14. Disposable plates;
15. Disposable utensils;
16. Horns;
17. Invitations and envelopes;
18. Loot bags;
19. Metal boxes;
20. Napkins;
21. Party decorations;
22. Party games;
23. Party favors, limited to: puzzles, stationary sets, stickers, bracelets, face masks, party games, yoyos and bookmarks;
24. Party hats / headbands / tiaras;
25. Piñatas;
26. Scene setters;
27. Sports / drinks bottles;
28. Straws;
29. Streamers;
30. Swirl decorations;
31. Table centerpieces;
32. Table covers; and,
33. Wall decorating kits; only.

LICENSED TERRITORY:

1. Albania;
2. Algeria;
3. Andorra;
4. Angola;
5. Armenia;
6. Austria;
7. Azerbaijan;
8. Bahrain;
9. Belarus;
10. Belgium;
11. Benin;
12. Bosnia Herzegovina;
13. Botswana;
14. Bulgaria;
15. Burkina Fasa;
16. Burundi;
17. Cameroon;
18. Canary Islands;
19. Cape Verde;
20. Central African Republic;
21. Chad;
22. Channel Islands (Jersey and Guernsey);
23. Comoros;
24. Croatia;
25. Cyprus;
26. Czech Republic;
27. Democratic Republic of Congo;
28. Denmark;
29. Djibouti;
30. Egypt;
31. Equatoria Guinea;
32. Eritrea;
33. Estonia;
34. Ethiopia;

35. Faroe Islands;
36. Finland;
37. France;
38. French Polynesia;
39. French Southern and Antarctic Lands;
40. Gabon;
41. Gambia;
42. Georgia;
43. Germany;
44. Ghana;
45. Gibraltar;
46. Greece;
47. Greenland;
48. Guadeloupe;
49. Guiana;
50. Guinea;
51. Guinea-Bissau;
52. Hungary;
53. Iceland;
54. Iraq;
55. Israel;
56. Isle of Man;
57. Italy;
58. Ivory Coast;
59. Jordan;
60. Kazakhstan;
61. Kenya;
62. Kosovo;
63. Kuwait;
64. Kyrgyzstan;
65. Latvia;
66. Lebanon;
67. Lesotho;
68. Liberia;
69. Libya;
70. Liechtenstein;
71. Lithuanian;
72. Luxembourg;
73. Macedonia;
74. Madagascar;
75. Malawi;
76. Mali;
77. Malta;
78. Martinique;
79. Mauritania;
80. Mauritius;
81. Mayotte;
82. Moldova;
83. Monaco;
84. Mongolia;
85. Morocco;
86. Mozambique;
87. Namibia;
88. Netherlands;
89. New Caledonia;

90. Niger;
91. Nigeria;
92. Northern Cyprus;
93. Norway;
94. Oman;
95. Palestine;
96. Poland;
97. Portugal;
98. Qatar;
99. Republic of Congo;
100. Republic of Ireland;
101. Reunion;
102. Romania;
103. Russia;
104. Rwanda;
105. Saint Pierre and Miquelon;
106. San Marino;
107. Sao Tome and Principe;
108. Saudi Arabia;
109. Senegal;
110. Serbia and Montenegro;
111. Seychelles;
112. Sierra Leone;
113. Slovak Republic;
114. Slovenia;
115. Somalia;
116. South Africa;
117. Spain;
118. Swaziland;
119. Sweden;
120. Switzerland;
121. Tajikistan;
122. Tanzania;
123. Togo;
124. Tunisia;
125. Turkey;
126. Turkmenistan;
127. Uganda;
128. Ukraine;
129. United Arab Emirates;
130. United Kingdom;
131. Uzbekistan;
132. Vatican City;
133. Wallis and Futuna;
134. Western Sahara;
135. Yemen;
136. Zambia; and,
137. Zimbabwe; only.

LICENSE TERM:

From the Effective Date through December 31<sup>st</sup>, 2020 inclusive, unless sooner terminated in accordance with this Agreement.

This Agreement includes and incorporates the provisions of the **Standard Terms and Conditions** and the Exhibits, forms, schedules and riders, if any, annexed hereto and made a part hereof. Immediately on execution of these **Principal Terms**, the Parties agree to the incorporation by reference of the related **Standard Terms and Conditions**. All capitalized terms in the **Standard Terms and Conditions** shall have the respective definitions as set forth in the **Principal Terms** herein.

In the event that there is an inconsistency between any of the **Principal Terms** of this Agreement and the **Standard Terms and Conditions** or Exhibits, forms, schedules and riders the **Principal Terms** of this Agreement shall govern and control. For the avoidance of doubt the "**Nickelodeon Principal Terms**" and the "**Spin Master Principal Terms**" shall be collectively referred to herein as "**Principal Terms**".

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**AMSCAN INTERNATIONAL LIMITED**

("Licensee")

By:   
Barry Morin (Oct 22, 2018)

Name: Barry Morin

Title: Sr. Vice President, PCHI

Date: Oct 22, 2018

**VIACOM MEDIA NETWORKS** a division of  
**Viacom International Inc.,**  
("Viacom")

By: 

Name: Hilary Bell

Title: Sr. Director, Business P

Date: Oct 22, 2018