MERCHANDISE AGREEMENT

This agreement is effective as of the 1st day of January, 2015 (the "**Effective Date**") by and between VIMN Netherlands B.V., an entity within the Viacom group registered in The Netherlands (registered number 33255367) with a registered office at Tt. Neveritaweg 6, 1033, WC Amsterdam, The Netherlands ("**VIMN BV**") and Amscan International Limited a corporation organized under the laws of England and

xii. Mega mix value pack;
xiii. Flying discs;
xiv. Party hats;
xv. Balloon weights;
xvi. Skateboard keychains;
xvii. Bulk pencils;
xviii. Clicking camera;
xix. Stackable erasers;
xx. Trumpet bulk;
xxi. Bubble necklaces;
xxii. Keychains;
xxiii. Grow towels;
xxiv. 10 pens color; and
xxv. Badges for party use only.

13. Party accessories, limited to:
    i. Cup cake cases;
    ii. Cup cake wraps;
    iii. Cup cake decoration kits; and
    iv. Paper cake stands.
14. Party hats;
15. Party horns;
16. Table decoration kits;
17. Scene setters;
18. Banners (bunting and paper chains);
19. Streamers;
20. Treat bags;
21. Swirl decorations;
22. Balloons;
23. Balloon weights/ accessories;
24. Candles;
25. Confetti;
26. Personalized banners; and
27. Party decorations.

Licensee shall be required to place a special tune in message on the packaging of Licensed Products (i.e., Join in everyday on Nick Jr. www.nickjr.co.uk), or such other tune in message as may be instructed by VIMN BV in writing during the product approval process.

The quality of all Licensed Products, as well as all proposed packaging information, and the manner in which the Licensed Property may appear on the Licensed Products and on any packaging, promotional materials, labels, advertising, publicity and display materials of any kind used in connection with the Licensed Products (including, if authorized, promotion on any online website) are subject to VIMN BV's prior written approval, to be granted or withheld in its sole and absolute discretion, and shall be in full conformity with all applicable laws rules, regulations, guidelines, codes, ordinances as well as all terms and conditions of this Agreement including without limitation Viacom's Licensee/Supplier Compliance Policy attached as **Exhibit C** and/or Codes of Conduct as defined in **Clause 9.1** of the annexed **Standard Terms and Conditions**. Any approvals by VIMN BV given hereunder shall not relieve the Licensee of any of its obligations, representations, indemnities or warranties

hereunder.

Pursuant to **Clause 2.1.2** of the annexed **Standard Terms and Conditions**, Licensee agrees to clear and pay (at Licensee's cost) all rights with respect to any music or name, voice and likeness of any performer associated with the Licensed Property as contained in the Licensed Products and shall be responsible for the payment of all applicable fees including, but not limited to, guild, union and residual obligations, music synchronization fees and other audio, art costs and license fees and shall execute any agreement necessary to secure all such rights directly with the relevant third party artist, performer or collection agency or other similar organization.

LICENSED TERRITORY:

1. Albania,
2. Algeria,
3. Andorra,
4. Angola,
5. Armenia,
6. Austria,
7. Bahrain,
8. Belarus,
9. Belgium,
10. Benin,
11. Bosnia Herzegovina,
12. Botswana,
13. Bulgaria,
14. Burkina Fasa,
15. Burundi,
16. Cameroon,
17. Canary Islands,
18. Cape Verde,
19. Channel Islands (Jersey and Guernsey)
20. Central African Republic,
21. Chad,
22. Comoros,
23. Cote d'Lvoire,
24. Croatia,
25. Cyprus,
26. Czech Republic,
27. Democratic Republic of the Congo,
28. Denmark,
29. Djibouti,
30. Egypt,
31. Eire/ Ireland,
32. Estonia,
33. Equatoria
34. Finland,
35. France,
36. Georgia,
37. Germany,
38. Greece,
39. Guinea,
40. Eritrea,
41. Ethiopia,
42. Faroe Islands,

43. Gambia,
44. Gabon,
45. Gibraltar,
46. Guinea.
47. Guinea – Bissau,
48. Hungary,
49. Iceland,
50. Italy,
51. Latvia,/ Letonia,
52. Libya,
53. Lienchtenstein,
54. Lithuania,
55. Luxembourg,
56. Lesotho,
57. Liberia,
58. Libya;
59. Iraq,
60. Israel;
61. Jordan,
62. Kosovo,
63. Kuwait,
64. Lebanon,
65. Macedonia,
66. Madagascar,
67. Malta,
68. Mauritius;
69. Moldova,
70. Monaco;
71. Morocco,
72. Mozambique,
73. Namibia,
74. Netherlands,
75. Niger,
76. Norway,
77. Oman,
78. Poland,
79. Portugal,
80. Qatar,
81. Rwanda,
82. Republic of Congo,
83. Romania,
84. Russia,
85. San Marino,
86. Saudi Arabia,
87. Sao Tome and Principe,
88. Senegal,
89. Seychelles,
90. Sierra Leone,
91. Slovak Republic,
92. Slovenia,
93. Somalia,
94. South Africa,
95. Spain,
96. Swaziland
97. Sweden,
98. Switzerland,

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.

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

AMSCAN INTERNATIONAL LIMITED
("Licensee")

By: Barry Morin
Barry Morin (May 5, 2015)

Name: Barry Morin

Title: Sr. Vice President

Date: May 5, 2015

VIMN NETHERLANDS B.V
("VIMN BV")

By: Linda Kirby
Linda Kirby (May 6, 2015)

Name: Linda Kirby

Title: Director

Date: May 6, 2015