

MERCHANDISE AGREEMENT

A. This agreement is effective as of the 1st day of January 2016 (the "Effective Date") by and between Nickelodeon UK Limited a company incorporated in England (Company Registration No: 2797365), with offices at 17-19 Hawley Crescent, Camden, London, NW1 8TT, England, ("Nick UK");

Whereas Nick UK is duly authorizing certain services relating to this agreement to be conducted via either VMN 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; or Viacom Media Networks, a division of Viacom International Inc., Delaware corporation with offices at 1515 Broadway, New York, New York 10036 ("VMN") (all entities referred to in section A of this preamble are collectively referred to hereafter as "Viacom"); and,

B. Amscan International Limited a corporation organized under the laws of England and Wales with offices at Brudenell Drive, Brinklow, Milton Keynes, MK10 0DA ("Licensee"), (the "Agreement").

PRINCIPAL TERMS

LICENSED PROPERTY:

The "NICKELODEON BUBBLE GUPPIES" name, trademark and logo used solely in connection with the VMN television series entitled "Nickelodeon Bubble Guppies" (the "NICKELODEON BUBBLE GUPPIES SERIES") and in connection with the Nickelodeon Bubble Guppies Series, all names, trademarks and likenesses of characters contained within, as owned and/or controlled by VMN.

The Licensed Language version of "DORA THE EXPLORER" and such name, trademark and logo used solely in connection with the VMN 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 VMN and only as furnished to Licensee and approved by VMN on the terms set forth herein.

The Licensed Language version of "DORA AND FRIENDS" and the name, trademark and logo used solely in connection with the VMN 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 VMN and only as furnished to Licensee and approved by VMN on the terms set forth herein.

The Licensed Language version of "SpongeBob SquarePants" name, trademark and logo used solely in connection with the VMN 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 VMN and only as furnished to Licensee and approved by VMN on the terms set forth herein.

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".

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 VMN 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.

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 VMN 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.

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 VMN on the terms set forth herein.

The "HALF-SHELL HEROES" name, trademark and logo and likenesses of characters, story elements, titles and key art as contained in in the style guide assets and other creative materials as are owned and/or controlled by Nick UK and/or its subsidiaries or affiliates, and as furnished and approved by Nick UK 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 Nick UK 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 Nick UK on the terms set forth herein.

The Licensed Language version of the "SHIMMER AND SHINE" name, trademark and logo used solely in connection with the 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 Nick UK to Licensee on the terms set forth herein.

The Licensed Language version of style-guide assets and other creative materials as owned and/or controlled by VMN (including its subsidiaries) and as furnished and approved by VMN and supplied to Licensee in connection with the VMN animated television series entitled "NICKELODEON BLAZE AND THE MONSTER MACHINES"

LICENSED PRODUCTS:

The following character-identified items, limited to:

1. 7" disposable plates;
2. 9" disposable plates;
3. Balloons;
4. Balloon weights/ accessories;
5. Blowouts;
6. Candles;
7. Confetti;
8. Disposable cups;
9. Disposable plates;
10. Disposable utensils;
11. Drink bottles;
12. Hot/ cold cups;
13. Invitations/ thank yous;
14. Metal boxes;
15. Napkins;
16. Party decorations;
17. Party accessories;
18. Party banners (bunting and paper chains);
19. Party favors;
20. Party games;
21. Party hats;
22. Party horns;
23. Personalized banners;
24. Streamers;
25. Swirl decorations;
26. Table covers;
27. Table decoration kits;
28. Treat bags;

LICENSED TERRITORY:

Algeria	Angola
Benin	Armenia
Burkina Fasa	Botswana
Cameroon	Burundi
Cape Verde	Canary Islands
Chad	Central African Republic
Cote d'Ivoire	Comoros
Djibouti	Democratic Republic of the Congo
Equatoria Guinea	Egypt
Ethiopia	Eritrea
Gambia	Gabon
Guinea	Ghana
Kenya	Guinea-Bissau
Liberia	Lesotho
Madagascar	Libya
Mali	Malawi
Morocco	Mauritania
Namibia	Mozambique
Nigeria	Niger
Rwanda	Republic of the Congo
Senegal	Sao Tome and Principe
Sierra Leone	Seychelles
South Africa	Somalia
Tanzania	Swaziland
Tunisia	Togo
Western Sahara	Uganda
Zimbabwe	Zambia
Iraq	Bahrain
Kuwait	Jordan
Oman	Lebanon
Saudi Arabia	Qatar
Yemen	United Arab Emirates
Andorra	Albania
Belarus	Austria
Bosnia Herzegovina	Belgium
Channel Islands (Jersey and Guernsey)	Bulgaria
Cyprus	Croatia
Denmark	Czech Republic
Estonia	Eire/Ireland
France	Finland
Germany	Georgia
Hungary	Greece
Italy	Iceland
Latvia / Letonia	Kosovo
Lithuania	Liechtenstein
Macedonia	Luxembourg
Moldova	Malta
Norway	Netherlands
Portugal	Poland
Russia	Romania
Serbia and Montenegro	San Marino
Slovenia	Slovak Republic
Sweden	Spain
Turkey	Switzerland
	Ukraine

United Kingdom
 Faroe Islands
 Gibraltar
 Mauritius
 Kazakhstan
 Krygzstan
 Mongolia
 Tajikstan

Israel
 Monaco
 Vatican City
 Libya
 Morocco
 Armenia
 Turkemistan
 Uzbekistan

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

AMSCAN INTERNATIONAL LIMITED
("Licensee")

NICKELODEON UK LIMITED

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

By: Tina McCann
Tina McCann (May 6, 2015)

Name: Barry Morin

Name: Tina McCann

Title: Sr. Vice President

Title: Managing Director

Date: May 5, 2015

Date: May 6, 2015