

**DOMESTIC  
Nintendo  
Merchandise License Agreement**

THIS MERCHANDISE LICENSE AGREEMENT ("Agreement") is entered into between NINTENDO OF AMERICA INC., a corporation of Washington, having an address for notice purposes of 4600 150th Avenue NE, Redmond, WA 98052, Attn: General Counsel ("NOA" or "Nintendo" or "Licensor"), and Party City Holdings Inc., located at 80 Grasslands Road, Elmsford, NY 10523, UNITED STATES ("Licensee"). By clicking the "Accept" button, you as an authorized representative of Licensee indicated Licensee's agreement to be bound by these terms and conditions:

- 1 **GRANT OF LICENSE:** During the Term and any Renewal Term, in the Territory, and subject to the terms and conditions of this Agreement, Licensor grants to Licensee a non-exclusive license to use the trademarks, copyrighted materials, characters, designs, and other properties described in Schedule A (collectively, the "Property") solely in connection with the manufacture, distribution, promotion, advertisement, and sale of the article(s) described in Schedule B (the "Licensed Products"). The license granted herein does not constitute, and may not be used so as to imply, any endorsement or approval of, or any representation or warranty regarding, the Licensed Products by Licensor. The license granted herein is non-exclusive, and nothing herein shall be construed so as to prevent Licensor either from granting any other licenses for the Property or from using or exploiting the Property in any manner whatsoever. Licensee shall use the Property only as expressly permitted in this Agreement.

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SCHEDULE PAGE**

**Schedule A: The Property:** Non-Exclusive license for (i) the copyrights, names, designs, likenesses, trademarks, and logos of the characters within the following Nintendo franchises: Super Mario, The Legend of Zelda, Donkey Kong, Mario Kart, Pikmin, Animal Crossing, Metroid, Starfox, Nintendogs, and Splatoon; (ii) the trademarks and accompanying logo designs for the following Nintendo video game systems: N/A; and (iii) such other Nintendo properties as are approved in writing by Nintendo.

**Schedule B: Licensed Products:** party supplies; tableware; non-latex balloons comprised of synthetic materials; latex balloons; party favors; party favors sold in bulk; decorations; piñatas; personalized invitations; and personalized banners.

**Schedule C: Territory:** United States including its territories and possessions, Canada, Mexico, Albania, Austria, Belgium, Bosnia, Bulgaria, Croatia, Curacao, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Greenland, Herzegovina, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Montenegro, Netherlands, Northern Ireland, Norway, Poland, Portugal, Republic of Ireland, Romania, Russia, Scotland, Serbia, Slovak Republic, Slovenia, Spain, Swaziland, Sweden, Switzerland, Turks and Caicos, United Kingdom, Yugoslavia, Afghanistan, Bahrain, Cyprus, Egypt, Iran, Iraq, Israel, Jordan, Kuwait, Lebanon, Libya, Oman, Qatar, Saudi Arabia, Sudan, Syria, Turkey, United Arab Emirates, Australia, New Zealand, Argentina, Aruba, Belize, Bolivia, Brazil, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Guyana, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Suriname, Trinidad & Tobago, Uruguay, and Venezuela.

**Schedule L: Sell-Off Period: 90 Days**

1. Schedule B to the Agreement is deleted in its entirety and replaced with the following:

**Schedule B – Licensed Products:** party supplies; tableware; non-latex balloons comprised of synthetic materials; latex balloons; party favors; party favors sold in bulk; decorations; piñatas; personalized invitations; personalized banners; wrapping paper; and gift bags.

Notwithstanding Paragraph 21 of the Agreement, Licensee may sublicense to American Greetings Corporation its right to distribute, sell, and market during the Term and in the Territory the Licensed Products. Licensee acknowledges and agrees that, notwithstanding any sublicense to American Greetings Corporation, Licensee shall be solely responsible for any and all obligations of Licensee pertaining to the Licensed Products, including without limitation any obligations arising in connection with the sublicensed rights. Licensee is not permitted to sublicense any other rights without Nintendo's prior written approval.

2. Schedule D to the Agreement is deleted in its entirety and replaced with the following:

**Schedule D – Term:** January 1, 2015 until December 31, 2020

3. All other terms and conditions of the Agreement shall remain in full force and effect. This First Amendment may be signed in counterparts, which together shall constitute one original First Amendment. Signatures provided by facsimile or .pdf scan shall be the equivalent of originals.

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the Amendment Effective Date.

**LICENSOR:**

NINTENDO OF AMERICA INC.

By: 

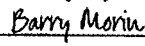
Name: Tom Prata

Title: SVP, Strategic Initiatives

Date: 1/23/17

**LICENSEE:**

PARTY CITY HOLDINGS INC.

DocuSigned by:  
By: 

Name: Barry Morin

Its: SVP Licensing & Mktg.

Date: 1/20/2017