

CONSUMER PRODUCTS LICENSE AGREEMENT

This Consumer Products License Agreement ("Agreement") is made this 1st day of January, 2018 (the "Effective Date") between:

A. VMN Netherlands B.V., an entity within the Viacom group registered in The Netherlands (registered number 33255367) with a registered office at NDSM-plein 6, 1033, WB Amsterdam, The Netherlands ("VMN"); and

B. Procos S.A a limited liability company organized under the laws of Greece with offices at 56th Kim Paleas Ethnikis Odou, Athinon-Halkidas, Inofita, Viotia, 320 11, Greece and with registered tax number 013390917000 ("Licensee"),

each entity shall be known as a "Party" and collectively the "Parties".

NICKELODEON PRINCIPAL TERMS

Under this Agreement VMN is acting either as the direct owner or controller of the Licensed Property (where licensed by any relevant third party rights owner) or as licensee of Viacom Media Networks, a division of Viacom International Inc., Delaware corporation with offices at 1515 Broadway, New York, New York 10036.

VMN hereby grants to Licensee a limited, non-transferable, non-exclusive license (without the right to sub-license, delegate or otherwise transfer) to use the Licensed Property solely for the purpose of the manufacture, distribution, sale and advertisement of the Licensed Products in the Licensed Language through the Licensed Channels in the Licensed Territory during the License Term, subject to the terms set forth in this Agreement (the "License").

For the purpose of this Agreement certain words and phrases shall have the following meanings:

A. "LICENSED PROPERTY":

1. The Licensed Language version of the "SHIMMER AND SHINE" name, trademark and logo used solely in connection with the VMN 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 VMN (including its subsidiaries) and only as furnished and approved by VMN to Licensee on the terms set forth herein.

2. The Paw Patrol name, trademark and logo used in connection with the animated Nickelodeon television series entitled Paw Patrol (the "**Paw Patrol Series**"), as detailed under **Schedule 1** of this Agreement.

Notwithstanding anything herein to the contrary, the rights granted to Licensee under this Agreement shall include, but as a strictly subordinate and secondary feature, the NICKELODEON name, trademark and logo only; however, for the avoidance of doubt does not include any names, trademarks, logos or likenesses of characters and /or talent in a manner in which they are used in connection with a motion picture, theatrical or live stage presentation, prequel or sequel series for all products (regardless of whether such products are included within the categories of Licensed Products) based, derived or otherwise featuring the Licensed Property.

B. "LICENSED PRODUCTS":

1. **Balloons;**
2. **Balloon weights / accessories;**
3. **Banners;**
4. **Bicycle streamers;**
5. **Candles;**
6. **Centrepieces;**
7. **Confetti;**
8. **Cupcake cases;**
9. **Cupcake stands;**
10. **Disposable bowls;**
11. **Disposable cups;**
12. **Disposable plates;**
13. **Disposable utensils;**
14. **Drinking straws;**
15. **Flag banners;**

16. 'Happy Birthday' banners;
17. Invitations / thank yous;
18. Metal boxes;
19. Cups with lid and straw;
20. Napkins;
21. Non-foil balloons;
22. Paper decorations;
23. Party bags;
24. Party favours;
25. Party hats;
26. Party horns;
27. Piñatas;
28. Storage boxes;
29. Table covers;
30. Tiaras; and,
31. Treat bags; only.

Licensee acknowledges that irrespective of material of manufacture none of the Licensed Products shall consist of three-dimensional representation of a full character/figure. Accordingly, no Licensed Products licensed hereunder shall be developed and submitted for creative approval or manufactured, marketed, distributed or sold by Licensee which has a full body representation of any character from the Licensed Property (i.e. featuring a head, shoulders, torso, arms, and legs) but may for example comprise a head only or a combination of shoulders, arms and torso only of a character.

C. "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. Cote d'Ivoire;
25. Croatia;
26. Cyprus;
27. Czech Republic;
28. Democratic Republic of the Congo;
29. Denmark;
30. Djibouti;
31. Egypt;
32. Equatoria Guinea;
33. Eritrea;
34. Estonia;
35. Ethiopia;
36. Faeroe Islands;
37. Finland;
38. France;
39. French Guiana;
40. French Polynesia;
41. French Southern;
42. Gabon;
43. Gambia;
44. Georgia;
45. Germany;
46. Ghana;
47. Greece;
48. Greenland;
49. Guadeloupe;
50. Guinea;
51. Guinea - Bissau;
52. Hungary;
53. Iceland;
54. Iraq;
55. Israel;
56. Italy;
57. Jordan;
58. Kazakhstan;
59. Kenya;
60. Kosovo;
61. Kuwait;
62. Kyrgyzstan;
63. Latvia / Letonia;
64. Lebanon;
65. Lesotho;
66. Liberia;
67. Libya;
68. Liechtenstein;
69. Lithuania;

70. Luxembourg;
71. Macedonia;
72. Madagascar;
73. Malawi;
74. Mali;
75. Malta;
76. Martinique;
77. Mauritania;
78. Mauritius;
79. Mayotte;
80. Moldova;
81. Monaco;
82. Mongolia;
83. Morocco;
84. Mozambique;
85. Namibia;
86. Netherlands;
87. New Caledonia;
88. Niger;
89. Nigeria;
90. Norway;
91. Oman;
92. Poland;
93. Portugal;
94. Qatar;
95. Republic of Ireland;
96. Republic of the Congo;
97. Reunion;
98. Romania;
99. Russia;
100. Rwanda;
101. San Marino;
102. Sao Tome and Principe;
103. Saudi Arabia;
104. Senegal;
105. Serbia and Montenegro;
106. Seychelles;
107. Sierra Leone;
108. Slovak Republic;
109. Slovenia;
110. Somalia;
111. South Africa;
112. Spain;
113. St. Pierre & Miquelon;
114. Swaziland;
115. Sweden;
116. Switzerland;
117. Tajikistan;
118. Tanzania;
119. Togo;
120. Tunisia;

121. Turkey;
122. Turkmenistan;
123. Uganda;
124. Ukraine;
125. United Arab Emirates;
126. United Kingdom;
127. Uzbekistan;
128. Western Sahara;
129. Yemen;
130. Zambia;
131. Zimbabwe;

F. **"LICENSE TERM":**

The period from the Effective Date until December 31st, 2019 inclusive , unless terminated earlier in accordance with this Agreement.

G. **"IN-STORE DATE":**

By no later than April 1st, 2018.

I

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

**PROCOS SA
(‘Licensee’)**

By: 
COSTAS PROCOS (Jan 27, 2018)

Name: COSTAS PROCOS

Title: DELEGATED DIRECTOR

Date: Jan 27, 2018

**VIMN NETHERLANDS B.V.
(‘VMN’)**

By: 
Linda Kirby (Jan 29, 2018)

Name: Linda Kirby

Title: Director

Date: Jan 29, 2018

CONSUMER PRODUCTS LICENSE AGREEMENT

SCHEDULE 1.

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For the purpose of this Agreement certain words

A. "LICENSED PROPERTY":

1. 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 Series, certain names, trademarks and likenesses of characters contained therein. In all cases, elements of the Licensed Property are included solely as and to the extent such elements are available for license and only as furnished to Licensee and approved by Viacom on the terms set forth herein.

Notwithstanding anything herein to the contrary, the rights granted to Licensee under this Agreement shall include, but as a strictly subordinate and secondary feature, the NICKELODEON name, trademark and logo only; however, for the avoidance of doubt does not include any names, trademarks, logos or likenesses of characters and /or talent in a manner in which they are used in connection with a motion picture, theatrical or live stage presentation, prequel or sequel series for all products (regardless of whether such products are included within the categories of Licensed Products) based, derived or otherwise featuring the Licensed Property.

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29. Denmark;
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31. Egypt;
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34. Estonia;
35. Ethiopia;
36. Faeroe Islands;
37. Finland;
38. France;
39. French Guiana;
40. French Polynesia;
41. French Southern;
42. Gabon;
43. Gambia;
44. Georgia;
45. Germany;
46. Ghana;
47. Greece;
48. Greenland;
49. Guadeloupe;
50. Guinea;
51. Guinea - Bissau;
52. Hungary;
53. Iceland;
54. Iraq;
55. Israel;
56. Italy;
57. Jordan;
58. Kazakhstan;
59. Kenya;
60. Kosovo;
61. Kuwait;
62. Kyrgyzstan;
63. Latvia / Letonia;
64. Lebanon;
65. Lesotho;
66. Liberia;
67. Libya;
68. Liechtenstein;
69. Lithuania;
70. Luxembourg;
71. Macedonia;
72. Madagascar;
73. Malawi;
74. Mali;
75. Malta;
76. Martinique;
77. Mauritania;

- 78. Mauritius;
- 79. Mayotte;
- 80. Moldova;
- 81. Monaco;
- 82. Mongolia;
- 83. Morocco;
- 84. Mozambique;
- 85. Namibia;
- 86. Netherlands;
- 87. New Caledonia;
- 88. Niger;
- 89. Nigeria;
- 90. Norway;
- 91. Oman;
- 92. Poland;
- 93. Portugal;
- 94. Qatar;
- 95. Republic of Ireland;
- 96. Republic of the Congo;
- 97. Reunion;
- 98. Romania;
- 99. Russia;
- 100. Rwanda;
- 101. San Marino;
- 102. Sao Tome and Principe;
- 103. Saudi Arabia;
- 104. Senegal;
- 105. Serbia and Montenegro;
- 106. Seychelles;
- 107. Sierra Leone;
- 108. Slovak Republic;
- 109. Slovenia;
- 110. Somalia;
- 111. South Africa;
- 112. Spain;
- 113. St. Pierre & Miquelon;
- 114. Swaziland;
- 115. Sweden;
- 116. Switzerland;
- 117. Tajikistan;
- 118. Tanzania;
- 119. Togo;
- 120. Tunisia;
- 121. Turkey;
- 122. Turkmenistan;
- 123. Uganda;
- 124. Ukraine;
- 125. United Arab Emirates;
- 126. United Kingdom;
- 127. Uzbekistan;
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- 129. Yemen;
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- 131. Zimbabwe;

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By: 
Linda Kirby (Jan 29, 2018)

Name: Linda Kirby

Title: Director

Date: Jan 29, 2018