

14.12.2016

AMENDMENT NO. 1
TO MASTER LICENSE AGREEMENT

THIS 1st AMENDMENT shall modify the MASTER LICENSE AGREEMENT effective from January 1, 2016 ("**Agreement**"), between **LEGO OUTBOUND LICENSING**, a division under LEGO System A/S (hereinafter referred to as "LEGO"), and **Amscan, Inc.** (hereinafter referred to as "**LICENSEE**"). Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

WHEREAS, the PARTIES have now agreed that the following changes should be made to the Agreement;

NOW THEREFORE, in consideration of the premises set forth above and for good and valuable consideration receipt and sufficiency of which is acknowledged, the PARTIES hereby agree to amend the Agreement as follows:

1. The TERRITORIES LINE set forth in Exhibit 1 is hereby amended and replaced in its entirety by the following::

TERRITORY:

North America: the United States, its territories, commonwealths and possessions (including, without limitation, American Samoa, Guam, the Northern Mariana Islands (Saipan), Puerto Rico and the U.S. Virgin Islands (St. Croix, St. John, St. Thomas), and U.S. military bases, wherever located; as well as Canada.

Latin and Central America: Brazil and Mexico

EMEA: Austria, Belgium, Bosnia, Bulgaria, Canary Islands, Channel Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Greece, Greenland, Herzegovina, Hungary, Iceland, Ireland, Isle of Man, Israel, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Macedonia, Netherlands, Norway, Poland, Portugal, Principality of Monaco, Romania, Russia, Slovenia, Slovakia, South Africa, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom, Vatican City

Asia/Pacific: Australia, Indonesia, Japan, South Korea, Macau, Malaysia, New Zealand, Taiwan, Thailand

Enforcement date of this Amendment: December 14, 2016

The Agreement, in all other respects is hereby ratified and shall continue in full force and effect.

By signing in the places indicated below, the parties hereto accept and agree to all of the terms and conditions hereof.

Billund, M.A., 201~~7~~

LEGO OUTBOUND LICENSING,
a division under LEGO System A/S



Andrea Ryder
Senior Director, Licensing

Elmsford, NY. 1/5, 2016
Place Date

Amscan, Inc.



Barry Morin
Senior VP of Licensing

EXHIBIT 1

Terms

LICENSED PRODUCTS: Luncheon Napkin, Beverage Napkin, 9" Paper Plate, 7" Paper Plate, 9oz. Disposable Paper Cup, Table Cover, Invitation, Thank You Card, Favor Cup, Paper Letter Banner

Number of SKUs : 10

Business & Marketing Plans: Due by the 1st of September of the preceding year for the subsequent calendar year:
Business Year 2017: due September 1, 2016
Business Year 2018: due September 1, 2017

Prototype Date: N/A

Launch Date(s): The LEGO Batman Movie– January 1, 2017
The LEGO Ninjago Movie – 6 weeks prior to Movie Release Date

Marketing Expenditures: LICENSEE's Marketing Expenditures shall be the minimum of _____ percent of actual Net Sales on a per-country basis.

2017	0
2018	0

Operational Support: [e.g. a dedicated toll-free customer-service number]

Projected Annual Net Sales:

2017 and 2018

ROYALTIES:

Advance Royalties:

USD shall be payable upon execution of this Master License Agreement, to be credited against earned royalties in 201__.

Guaranteed	Minimum	Royalties:
The Guaranteed Minimum Royalties paid to LEGO are as follows:		

2017 and 2018 -

Guaranteed Minimum Royalties are due not later than December 1, 2017. Any sales reported in 2016 to be included in the GMR due December 1 2017.

Standard Royalties: LICENSEE shall pay to LEGO System A/S the following royalty rates on LICENSEE's NET SALES of the Licensed Products:

Royalty FOB: LICENSEE shall pay to LEGO System A/S the following royalty rates:

Other Rates: Sales via DISTRIBUTORS, sales via commissioners, sales agents, etc., shall have the following royalty rates: _____

SIGN FEE: There shall be a payment to LEGO of _____ USD upon execution of this License Agreement.

TERM: January 1, 2016 through December 31, 2018.

TERRITORY :

North America: the United States, its territories, commonwealths and possessions (including, without limitation, American Samoa, Guam, the Northern Mariana Islands (Saipan), Puerto Rico and the U.S. Virgin Islands (St. Croix,