

LOOKING GOOD LICENSING, LLC

LICENSING AGREEMENT

1. PARTIES.

THIS AGREEMENT IS MADE THIS DAY BETWEEN:

Looking Good Licensing, LLC
Paul Wheeler
PO Box 318
Manchester, Vermont 05254

Hereinafter referred to as "Licensor" and
Prime 3D Ltd.
Robert Schwartz
Peninsula Centre
67 Mody Rd., Units 509-510, 5th Floor
TST East, Kowloon, Hong Kong

Hereinafter referred to as "Licensee"

2. GRANT OF LICENSE.

Licensor hereby grants to Licensee the exclusive right to use the Artwork in the design, manufacture and sale of Licensed Products, in the Territory and during the Term, all of which are set forth in Schedule A of this Agreement.

3. TERM.

The Term of the Agreement shall commence upon execution of this Agreement and shall expire on the date set forth in Schedule A unless sooner terminated as provided in Paragraph 12 "Termination".

4. COMPENSATION.

A. Royalty Payments. Licensee shall pay to Licensor a non-refundable Royalty as set forth in Schedule A. The Royalty shall be payable on the Net Sales Price of all Licensed Products distributed by Licensee, whether or not billed. Payment of said Royalty to Licensor shall be made within thirty (30) days after each calendar quarter for which the royalty payments are computed and made payable to Looking Good Licensing Inc. at 15 N. Sawyer Hill Road, Washington CT 06777, on behalf of Licensor. All payments made shall be in United States currency at the then applicable exchange rate. If any royalty payment is late, interest shall accrue at the rate of [REDACTED] per month from the date that the payments were originally due.

B. Net Sales Price. The "Net Sales Price" shall mean Licensee's gross selling price of Licensed Products less deductions for discounts, allowances, shipping and handling. Deductions shall not exceed [REDACTED] of the gross selling price. Deductions for returns shall not exceed [REDACTED] of net sales.

C. Advance Royalties. Upon the signing of this Agreement Licensee shall pay Licensor the non-refundable advance as set forth in Schedule A. Royalties earned hereunder shall be offset against the Advance. Advance shall be made payable to Looking Good Licensing Inc. If Licensee sells any Licensed Products to any company affiliated with Licensee, the Licensee must compute royalties based on the same net selling price as would be charged to unrelated third parties.

D. Guarantee. The Licensee agrees to pay Licensor the difference, if any, between royalties paid and the Guarantee within 30 days following the end of a given year or term as set forth in Schedule A. The Guarantee is the minimum amount of royalties that must be paid as set forth in Schedule A.

E. Accuracy of Royalties. The receipt or acceptance by Licensor of any royalty statement or payment shall not prevent Licensor from subsequently challenging the validity or accuracy of such statement or payment.

E. Royalties upon Termination. Upon premature termination of this Agreement, all Royalty obligations, including any unpaid portions of the Guaranteed Minimum Royalty, shall be accelerated and shall become due and payable.

F. Royalties upon Expiration. Licensee's obligations for the payment of Royalties and the Guaranteed Minimum Royalty shall survive expiration of the Term of this Agreement and will continue for so long as Licensee continues to manufacture, sell or otherwise market the Licensed Products.

5. TERRITORY

Licensee is herein granted the right to sell and market the Licensed Products within the Territory as set forth in Schedule A. Licensee shall not actively sell the Licensed Products outside the Territory nor shall it actively solicit customers who are based outside the Territory.

6. WARRANTIES AND OBLIGATIONS

A. By Licensor. As Artist's licensing agent, Licensor hereby warrants and represents to Licensee that it has the legal right to license the Artworks as set forth in Schedule A to Licensee for their reproduction on Licensed Product as set forth in Schedule A. Licensor and Artist further jointly and severally warrant and represent to Licensee that all Artworks licensed to Licensee hereunder were created by Artist, are exclusively owned by Artist who holds all rights, title and interest in and to such Artworks, including without limitation all intellectual property rights associated therewith. Licensor and Artist shall be liable for, indemnify and hold harmless Licensee from any losses, damages, claims and expenses arising out of a breach of any obligation, warranty or representation of this Agreement by Licensor.

B. Best Efforts. Licensee shall be solely responsible for the manufacture, production, sale and distribution of the Licensed Products in sufficient quantities and will bear all related costs associated therewith. Licensee warrants that it will use its best efforts to, and in an ethical manner, promote, market, sell and distribute the Licensed Products.

C. Subcontractors. Licensee is entitled to subcontract the manufacture of their Licensed Product in order to fulfill its obligations hereunder on condition that said subcontractor does not sell or dispose of the Licensed Product, or use the Artwork outside the Licensee's requirements or do any act which would violate this Agreement, and agrees to maintain all quality control requirements contained herein and other provisions of this Agreement as they may apply.

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D. Dates. Licensee agrees to manufacture, market, ship, and advertise Licensed Product by the dates as set forth in Schedule A. Licensee agrees to spend [REDACTED] of annual gross sales of Licensed Products on promotion and advertising of Licensed Products at a level comparable to the promotion of Licensee's other products.

E. Samples. Licensee shall provide Licenser with five (5) samples of each Licensed Product including packaging, advertising and promotional pieces. These will be used as a tool to enable Licenser to promote the Property to prospective licensees and cross- merchandising promotions.

7. APPROVAL PROCEDURES AND QUALITY CONTROL.

A. Quality. The Licensed Products shall be of a high quality which is at least equal to comparable products manufactured and marketed by Licensee.

B. Sketches. In cases where Licensee requires new commissioned Artwork, Licensee will provide a written brief detailing its requirements. Licenser will provide sketched artwork to Licensee for approval. Licensee will provide written approval before Licenser executes finished art.

C. Creative Approval. Licensee shall submit for approval by Licenser the Licensed Product at all stages of the development and application thereof including preliminary concepts and graphic design. Depending on the type of product the format for proofing should be requested by Licensee.

D. Artwork. Licenser shall provide Licensee with all transparencies, digital files, graphic designs, layouts, drawings, advice and/or other relevant information.

E. Product Approval. Prior to the commencement of manufacture and sale of any version of the Licensed Products, Licensee shall submit for approval as to quality, one (1) set of samples of any version of Licensed Products, and two (2) complete sets of all promotional and advertising material associated therewith. One set shall be sent to Looking Good Licensing LLC. All manufacture is subject to the Licenser's prior written approval. If Licenser should disapprove any sample, it shall provide specific reasons for such disapproval. Once such samples have been approved by Licenser, Licensee shall not depart there from without Licenser's prior express written consent. Licenser shall have the right to request additional production samples of Licensed Products at least once during each calendar year and/or at the beginning of each production run. If the quality of the Licensed Product falls below the quality as previously approved by Licenser, Licensee shall use its best efforts to restore such quality. In the event that the Licensee has not taken appropriate steps to restore such quality within thirty (30) days after notification by Licenser, Licenser shall have the right to terminate this Agreement.

F. Facilities. Licensee agrees to permit Licenser or its representative to inspect the facilities where the Licensed Products are being manufactured and packaged.

G. Procedures. Licensee shall ensure that a copy of the quality approval procedures as stated herein is provided to Licensee's Art Director/ Product Development Personnel and any other individuals who participate in the approvals procedure.

8. INTELLECTUAL PROPERTY PROTECTION.

A. Ownership. It is understood and agreed that Licenser shall retain all right, title and interest in the original Artwork, including Trademark use, as well as in any modifications or improvements made to the Artwork by Licensee. Licenser shall own all copyrights and may, but have no obligation to, register any copyrights.

B. Protection. In the event that Licensee requests that Licensor obtain intellectual property protection for a particular item or in a particular country where Licensor had not heretofore obtained such protection, Licensor agrees to take reasonable steps to obtain such protection provided, however, that Licensee shall be obligated to reimburse Licensor for the cost of filing, prosecuting and maintaining same. The parties agree to execute any documents reasonably requested by the other party to effect any of the above provisions.

C. Licensee's artwork. All designs which are created by Licensee in connection with Licensed Product shall be made available for use by Licensor and all its other Licensees on their respective merchandise including foreign licensees of the same or similar merchandise. Licensee must provide Licensor with art of all designs created, in an agreed graphic format.

9. COPYRIGHT AND TRADEMARK NOTICES.

Licensee shall mark on the Licensed Products, on all relevant packaging and advertising material, such graphics, trade name, trademark, copyright and license acknowledgment as Licensor may reasonably specify, in clear, legible form as set forth in Schedule A.

10. ACCOUNTING AND AUDITING.

A. Sold. For purposes of this Agreement, a Licensed Product shall be considered "sold" upon the date when such Licensed Product is billed, invoiced, shipped, or paid for, whichever event occurs first.

B. Statements. With each Royalty payment Licensee shall provide Licensor with a written royalty statement in a form acceptable to Licensor. Such Royalty statement shall be certified as accurate by a duly authorized officer of Licensee, reciting on a country-by-country basis, the stock number, item, units sold, description, quantity shipped, gross invoice amount billed to customers less discounts, allowances, returns and reportable sales for each Licensed Product. Such statements shall be furnished to Licensor whether or not any Licensed Products were sold during the royalty period.

C. Inspection. Licensor shall have the right upon at least Five (5) days notice to have free and full access to inspect Licensee's books, records and documentation referring to this Agreement. Licensor shall be permitted to make copies of any relevant documentation.

D. Discrepancies. In the event that such inspection reveals a discrepancy in the amount of Royalties owed to Licensor from what was actually paid, Licensee shall pay such discrepancy plus interest, calculated at the rate of [REDACTED] per month. In the event that such discrepancy is in excess of [REDACTED] Licensee shall also reimburse Licensor for the cost of such inspection to include lawyer's and accountant's fees incurred in connection therewith.

E. Books. All books and records relative to Licensee's obligations hereunder shall be maintained and kept accessible and available to Licensor for inspection for at least three (3) years after termination of this Agreement.

11. RENEWAL.

This agreement may be renewed at the expiration of the Term as long as both parties mutually agree under separate negotiation. Licensee is obligated to advise 30 days prior to expiration if they wish to renew.

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12. TERMINATION.

A. Reversion. Upon termination or expiration of this agreement all rights of Licensee under this agreement will revert back to the Licensor and Licensee shall cease and desist from any further manufacture, use, and sale of the Licensed Product.

B. By Licensor. The following termination rights are in addition to the termination rights provided elsewhere in the Agreement. Licensor shall have the right to immediately terminate this Agreement by giving written notice to Licensee in the event that Licensee does any of the following:

i. Breaches this Agreement and does not remedy such breach within thirty (30) days written notice by Licensor.

ii. Ceases or threatens to cease to carry on the business, files a petition for bankruptcy or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if Licensee discontinues its business or a receiver is appointed for Licensee and such receiver is not discharged within thirty (30) days.

iii. Fails to meet the time for commencement as specified in Schedule A or, after the commencement of manufacture and sale of a particular licensed product in a particular country, ceases to sell commercial quantities of such products for three (3) consecutive royalty periods.

C. By Licensee. Licensee shall have the right to terminate this agreement at any time on sixty (60) days written notice to Licensor. In such event, all moneys paid to Licensor shall be deemed non-refundable and Licensee's obligation to pay any guaranteed monies including the Guaranteed Minimum Royalty shall be accelerated and any yet unpaid guaranteed moneys shall become immediately due and payable.

13. POST-TERMINATION RIGHTS.

A. Inventory. Not less than thirty (30) days prior to the expiration of this Agreement or immediately upon termination thereof, Licensee shall provide Licensor with a complete schedule of all inventory of Licensed Products then on hand.

B. Selloff Period. Upon expiration of the Term of this Agreement, Licensee shall be entitled, for an additional period of six (6) months and on a non-exclusive basis, to continue to sell such Product as previously approved by Licensor. Such sales shall be made subject to all of the provisions of this

Agreement. The accounting and payment of Royalties shall be due and payable within thirty (30) days after the close of said six (6) month period.

C. Purchase of Inventory. After the six(6) month selloff period the balance of inventory shall be offered to Licensor at the lowest sale price. If Licensor declines to purchase inventory then it shall be destroyed and a written notification of destruction shall be provided to Licensor.

D. Return of Materials. Upon termination of this Agreement for any reason whatsoever Licensee agrees to immediately return to Licensor all materials relating to the Artwork including but not limited to all artwork, color separations, prototypes and the like at no cost whatsoever to the Licensor.

E. Cease and Desist. In the event this Agreement is terminated for any reason prior to the expiration of the Term, Licensee shall have no right after such termination to manufacture, sell or dispose of the Licensed Product without Licensor's prior written consent.

14. MARKETS.

Licensee shall not sell the Licensed Products in a manner which Licensor on reasonable grounds believes diminishes in prestige the value of the trademark or Artwork including, but not limited to, sales to market traders or discount stores as may be set forth in Schedule A. Licensee shall not promote or sell Licensed Product via the Internet or television network retailers such as QVC without prior written consent of Licensor.

15. INDEMNITY.

A. By Licensor. Licensor agrees to defend and indemnify Licensee, its officers, directors, agents and employees, against all costs, expenses and losses, including reasonable attorney's fees, incurred through claims by third parties against Licensee, with respect to the authority of Licensee to use the Artwork or graphics in accordance with the terms of this Agreement, provided Licensee informs Licensor in writing within two weeks of such a claim or action.

B. By Licensee. Licensee agrees to defend and indemnify Licensor, its officers, directors, agents and employees, against all costs, expenses and losses, including reasonable attorney's fees, incurred through claims by third parties against Licensor, based on the manufacture or sale of the Licensed Product including but not limited to actions founded on product liability, provided Licensor informs Licensee in writing within two weeks of such a claim or action.

16. INFRINGEMENTS.

A. Joint Actions. In the event that the rights licensed in this Agreement are infringed by any third persons, Licensor and Licensee may jointly elect to institute and prosecute legal actions. In such an action, costs as well as compensation shall be split according to predetermined arrangements between Licensor and Licensee.

B. Separate Actions. Either Licensee or Licensor shall have the right in its discretion to institute and prosecute legal actions or lawsuits against third persons for infringement of the rights licensed in this Agreement. Any costs incurred will be met by the party bringing the action, and all sums recovered in any suits or actions shall remain the property of the party bringing the action, provided however, Licensee agrees that all copyright and intellectual property ownership shall remain solely with the Licensor. In either case the party not bringing suit shall cooperate in every way necessary for the prosecution of such legal actions. Any expenses incurred as a result of such cooperation shall be reimbursed by the party bringing the action.

C. No Consequential Damages. Licensor is in no way liable to Licensee for special, indirect or consequential damages, or to enforce or defend copyright infringement.

17. MEETINGS.

Licensee shall attend any meeting as reasonably requested by Licensor provided that 4 weeks notice is given.

18. NOTICES.

Any notice required to be given relevant to this Agreement shall be in writing and delivered to the appropriate parties at the addresses stated above by recorded delivery service.

19. INSURANCE.

Licensee shall, throughout the Term of this Agreement, obtain and maintain at its own cost and expense from a qualified insurance company, standard product liability insurance, naming Licensor as an additional named insured. Such policy shall provide protection against any claims arising out of any defects or failure to perform of the Licensed Products or material used in connection therewith or any use thereof. The amount of coverage shall be [REDACTED] On the signing of this Agreement Licensee acknowledges its responsibility to have current insurance coverage.

20. FORCE MAJEURE.

It is understood that in the event of any act of God, act of government, wars, riots, fires, labor disputes or other reasons of a like nature, beyond the control of the party whose performance is delayed or hindered, such party shall be excused from performance of its obligation hereunder so long as such event shall continue.

21. SUCCESSORS.

This agreement is binding on the heirs, successors or assigns of the parties during the Term of this Agreement.

22. SEVERABILITY.

If any term, clause or provision hereof is held invalid or unenforceable by a court of law, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement.

23. NO JOINT VENTURE.

Nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership.

24. ASSIGNABILITY.

The license granted hereunder is exclusive to Licensee and shall not be assigned by any act of Licensee unless under the strict consent of the Licensor.

25. AMENDMENTS.

Licensor and Licensee may amend any portion of this Agreement by mutual consent, in writing, duly executed by both parties.

26. AUTHORITY.

The parties executing this Agreement hereby stipulate and agree that they have authority to bind Licensor and Licensee to the terms of this Agreement.

27. DISPUTES AND JURISDICTION.

In the event of any dispute, parties agree to a face-to-face meeting to attempt to resolve prior to arbitration. All disputes regarding this Agreement shall be submitted to binding arbitration before a mutually agreed arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrators judgment shall be final. If the judgment is to include litigation then jurisdiction of the court shall be the State of Connecticut. This agreement shall be construed in accordance with the laws of the State of Vermont.

28. ATTORNEY'S FEES.

In the event either party hereto shall institute any action to enforce any rights hereunder, the substantially prevailing party in such action shall be entitled, in addition to any other relief awarded by the court, to such attorneys' fees and litigation expenses as the court may award.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day:

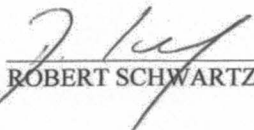
LICENSOR:

LICENSEE:



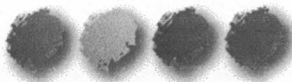
PAUL E WHEELER, JR
OWNER

14-12-16
DATE



ROBERT SCHWARTZ

DEC. 14, 2016.
DATE



"In the Business of Making You Look Good"

PO Box 318
Manchester, Vermont 05254
(802)362.4882

Deal Memo – Schedule A

Contract Number: LGL 2109

Date: December 12, 2016

Licensee:

Prime 3D Ltd
Robert Schwartz
Peninsula Centre
67 Mody Rd., Units 509-510, 5th Floor
TST East, Kowloon, Hong Kong

Artist: Seth Casteel

Property/Image Reference Number: Underwater Dogs Brand + Pounce.

Product Description: Lenticular application for the following:

Stationary: including Jotter, Notebooks, Stationary Kits,
Pencil cases and folders. Posters-all sizes,
Postcards, magnets, bookmarks, activity books, greeting cards,
Placemats, cups, puzzles. Meal Sets: plate, bowl and cup .

Samples: 04

Advance fee: (this would allow for unlimited initial selections.) **By direct deposit-** see attached invoice for banking details.

Royalty (based on Net Sales) across all categories

Annual Guarantee: which includes the first year's advance

Renewal Guarantee: over 3 years and the license automatically renews for an additional 2 years.

(In the event the actual accrued royalties fall short, licensee has the right to make up the difference to ensure the auto-extension.)

LGL 2109 Prime 3D Ltd., Seth Casteel

Approval: Design approval required, not to be unreasonably withheld. Approvals will be delivered within five working days.

Buy back option: We reserve the right to buy product back at ☐ off wholesale. Not for resale.

Status of License: Exclusive by Brand

Start Date: December 15, 2016

End Date: December 31, 2019

Territory: Worldwide

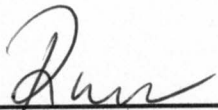
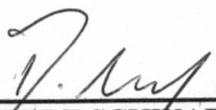
Distribution: All

Credit/Copyright: UNDERWATER DOGS BY SETH CASTEEL /LOOKING GOOD LICENSING, LLC

Payment Schedule: Payment is due upon the execution of this Deal Memo by Direct Deposit as outlined on the invoice

Royalty Schedule: If applicable, royalties are paid 30 days after the end of the calendar quarter.

Please acknowledge your approval of the terms and conditions of this deal by signing below:

| | | | |
|---|----------|--|---------------|
|  | 14-12-16 |  | DEC. 14, 2016 |
| PAUL E WHEELR, JR | DATE | ROBERT SCHWARTZ | DATE |

This Deal Memo is binding until a fully executed License Agreement incorporating the terms hereof is Signed by all Parties.