

**AMENDMENT NO. 4 TO  
NATIONAL GEOGRAPHIC LICENSE AGREEMENT NO. 435**

This Amendment No. 4 is entered into this 18<sup>th</sup> day of December, 2017 by and between National Geographic Partners, LLC ("NGP" or "Licensor") and Primemotion, Inc. ("Licensee").

WHEREAS, Licensor and Licensee entered into an agreement dated as of May 14, 2014, as previously amended by Amendment No. 1 dated February 27, 2015, Amendment No. 2 dated July 3, 2015, and Amendment No. 3 dated January 13, 2016, collectively identified as Agreement No. 435 (the "Agreement"); and

WHEREAS, the parties now desire to amend and supplement the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings contained in this Amendment, the parties agree as follows:

1. **Definitions.** Terms used but not defined in this Amendment shall have the meaning set forth as in the Agreement.
2. **Licensor Contact Person.** The Licensor Contact Person on page 1 shall be: Laura Takaragawa, Vice President of Consumer Products Licensing, National Geographic Partners, LLC, Tel. No. (202) 791-2488, email: Laura.Takaragawa@natgeo.com.
3. **Licensed Products.** The definition of the Licensed Products in paragraph 2 of Part I of the Agreement shall be modified to remove "greeting cards" from both Region 1 and Region 2. Accordingly, paragraph 2 is hereby deleted in its entirety and replaced with the following:
  - "2. **The Licensed Products** The Licensed Products shall be:
    - **For Region 1 of the Territory** (as defined in paragraph 3 below):
      - Lenticular puzzles, lenticular playing cards, wooden puzzles, foam puzzles and puzzles in collector tins.
      - Lenticular Super 3-Dimensional/Magic Motion Stationery and Back to School Products, limited to super 3-Dimensional notebooks (large), magic motion notepads (small), super 3-Dimensional binders, super 3-Dimensional rulers, magic motion pencil cases, pencils/markers and super 3-Dimensional lunch boxes.
      - Pens to be sold in stationery sets consisting of the other Licensed Products (not sold separately).
      - Lenticular Super 3-Dimensional Gift Market Products, limited to super 3-Dimensional postcards, trading cards, super 3-Dimensional stickers, super 3-Dimensional key chains, super 3-Dimensional posters, super 3-Dimensional name tags and super 3-Dimensional placemats with educational content.
      - Creative Kits, limited to mosaic pictures and super 3-Dimensional fun tiles.

Lenticular cups, bowls, plates and utensils; and lenticular magnets.

- **For Region 2 of the Territory** (as defined in paragraph 3 below):

Lenticular puzzles, lenticular playing cards, wooden puzzles, foam puzzles, puzzles in collector tins, and 2-Dimensional cardboard puzzles.

Lenticular Super 3-Dimensional/Magic Motion Stationery and Back to School Products, limited to super 3-Dimensional notebooks (large), magic motion notepads (small), super 3-Dimensional binders, super 3-Dimensional rulers, magic motion pencil cases, pencils/markers and super 3-Dimensional lunch boxes.

Pens to be sold in stationery sets consisting of the other Licensed Products (not sold separately).

Lenticular Super 3-Dimensional Gift Market Products, limited to super 3-Dimensional postcards, trading cards, super 3-Dimensional stickers, super 3-Dimensional key chains, super 3-Dimensional posters, super 3-Dimensional name tags and super 3-Dimensional placemats with educational content.

Creative Kits, limited to mosaic pictures and super 3-Dimensional fun tiles.

Lenticular cups, bowls, plates and utensils; and lenticular magnets.”

4. Term. The Term of the Agreement is hereby renewed for the period commencing on January 1, 2018 and expiring December 31, 2018 (License Year 4), unless the Agreement shall be earlier terminated pursuant to the provisions hereof.
5. Minimum Guaranteed Payments. In paragraph 8 of Part I of the Agreement, the Minimum Guaranteed Payments amount is amended from “ [REDACTED] ”. Additionally, the Minimum Guaranteed Payments on Schedule B shall be amended to include the following for License Year 4 (2018):

License Year	North America	International	Total Amount Due	Payment Schedule
4 (2018)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

6. Distribution Channels. Licensee acknowledges and agrees that sale or distribution of the Licensed Products to any channels of trade not expressly included in the listing of the Distribution Channels in paragraph 5 of Part I is not authorized herein, and that in particular Dollar stores/Closeout is specifically excluded unless approved in writing by Licensor.
7. Royalty. Commencing on January 1, 2018, the Royalty is hereby increased from [REDACTED]
8. Number of Production Samples. In clause 8(b)(i)(e) of Part II, the number of identical production samples is reduced from fifteen (15) to two (2); provided, however, upon request from Licensor, Licensee will submit up to ten (10) additional production samples per style, free of charge.
9. Governing Law. This Amendment shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of New York, regardless of the place or places of its physical execution and performance, and without regard to the conflict of law rules thereof.

Except as amended by this Amendment, all other terms of the Agreement remain in full force and effect.

AGREED AND ACCEPTED:

AGREED AND ACCEPTED:

NATIONAL GEOGRAPHIC PARTNERS, LLC

PRIMEMOTION, INC.

By: Juan Gutierrez  
Title: SVP Consumer Products

By: R. Schwartz  
Title: PRESIDENT