



**AMENDMENT TO LICENSE AGREEMENT (or AGREEMENT)**

This Amendment is made and entered into as of February 9<sup>th</sup>, 2018, by and between:

**Smiley APAC Limited**, a company registered in the Hong Kong, with its principal place of business at Unit 1109, 11/F., Kowloon Centre, 33 Ashley Road, Tsimshatsui, Kowloon, Hong Kong (herein referred to as "LICENSOR"),

And

**Prime 3D Limited**, a company registered in Hong Kong, having its principal place of business at Harbour Crystal Centre 100 Granville Road, Suite 1001, TST East, Kowloon (herein referred to as "LICENSEE"),

Each defined separately as "Party" and together as "Parties".

WHEREAS, Rubik's Brand Limited, with its principal office at 7 Lambton Place, London, W11 2SH, United Kingdom, ("Rubik's") owns certain intellectual proprietary rights, including designs, patterns, copyright, trademarks, names, reputation, goodwill and the like in, relating to or pertaining to the three-dimensional combination puzzle entitled "Rubik's Cube" and any other intellectual property created under the Rubik brand (hereinafter referred to as "RUBIK'S PROPERTY")

WHEREAS, Rubik's has granted to LICENSOR certain rights to use RUBIK'S PROPERTY, including the right to license the rights, under an agreement dated June 7th, 2016 ("the Head License");

WHEREAS, LICENSOR and LICENSEE signed on June 20<sup>th</sup>, 2017 a License Agreement (hereinafter the "Agreement");

WHEREAS both Parties wish now to amend the Agreement, and in particular "LICENSED PRODUCTS";

*Lenticular Stationery Items; A4, A5, A6 Notebooks, A4 Folders, Single Pocket Folders, Stationery Sets, Leather Bound Journals with Lenticular Imagery*

NOW THEREFORE, in consideration of the premises and mutual covenants, conditions and agreements herein contained, the Parties agree to amend "LICENSED PRODUCTS" as follows:

*Lenticular Stationery Items; A4, A5, A6 Notebooks, A4 Folders, Single Pocket Folders, Stationery Sets, Leather Bound Journals with Lenticular Imagery AND puzzle*

In all other respects the Agreement shall remain in full force and effect and unchanged between the Parties.

IN WITNESS WHEREOF, the Parties here to have executed this Amendment of License Agreement effective as of February 9th, 2018.

LICENSOR

LICENSEE

Smiley APAC Limited

Prime 3D Limited

Name: *NICOLAS LOURD AM*

Name: *R. SCHWARTZ*

Position: *DIRECTOR*

Position: *MANAGING DIRECTOR*

Date: *March 1<sup>st</sup>, 2018*

Date: *FEB 13, 2018*