

### INTER-COMPANY SERVICES AGREEMENT

This **Inter-Company Services Agreement** (together with all Exhibits attached hereto, this "**Agreement**") is entered into as of November 24, 2015 (the "**Effective Date**") by and between [REDACTED] **BRANDING, LLC**, a New York limited liability company with an address of [REDACTED] Quaker Hill Road, Pawling, NY 12564 ("**Envy**"), TH[REDACTED]AM [REDACTED]D GROUP, LLC, a Pennsylvania limited liability company with an address of [REDACTED] [REDACTED] Street, Pittsburgh, PA 15208 ("**TWGG**") (each a "**Party**" and collectively, the "**Parties**").

### RECITALS

Envy represents owners of intellectual property ("**IP**") in negotiating and consummating deals for the use of such IP in connection with or relating to the sale, rental, lease or license of products or services for public or private consumption or use, including, without limitation, for use in connection with merchandise products, branded services, promotional and tie-in premium opportunities, sponsorships, endorsements, exhibitions, and event and permanent attractions (collectively, "**Licensing Opportunities**").

TWGG, represents individuals, business entities and groups (collectively, "**Talent**") in providing services commonly referred to as artist or talent management services; including but not limited to negotiating terms and preparing and approving contracts for Talent; developing and coordinating publicity campaigns; consulting on major business and creative decisions; assembling, directing and coordinating requisite professional advisors; coordinating, selecting and supervising staff and budgets; monitoring and collaborating with all others who have responsibilities for the career of Talent; and receiving, counseling and coordinating requests for endorsements, appearance, and charitable giving (collectively, "**Talent Management Services**").

Each Party believes that its Principal Line of Business may benefit from certain consulting services of the other Party. For purposes of this Agreement, "**Principal Line of Business**" shall mean: (i) for Envy, pursuing Licensing Opportunities for IP Owners; and (ii) for TWGG providing Talent Management Services for Talent.

The Parties desire to set forth the terms and conditions of the provision of consulting services to each other through this Agreement.

1. **Term.** The "**Term**" of this Agreement means the period of time from the Effective Date until December 31, 2019 unless extended by the mutual agreement of the Parties or terminated prior to such date in accordance with the terms herein.

2. **Principal Lines of Business.** This Agreement shall not limit nor prohibit any Party, at its sole costs and expense, from pursuing its Principal Line of Business with Current Clients (as hereinafter defined) or with Prospective Clients (as hereinafter defined). Each Party shall be solely responsible for all costs and expenses it incurs in its performance of its Principal Line of Business.

3. **Referral of Business between the Parties for Current and Future Clients.**

(a) Except as otherwise provided for in this Agreement, with respect to its existing clients as of the Effective Date ("**Current Clients**") and any prospective clients it negotiates with during the Term ("**Prospective Clients**"), each Party shall consider in good faith, the potential benefit to such clients from entering into an agreement with the other Party for the provision of services relating to the other Party's Principal Line of Business and shall, if it deems appropriate in its sole discretion, make referrals to the other Party. Except as set forth in Section 3(b) below, no Party shall have any obligation to refer a