
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 3)*

JAKKS PACIFIC, INC.

(Name of Issuer)

Common Stock, par value \$0.001 per share
(Title of Class of Securities)

47012E106
(CUSIP Number)

California Capital Z, LLC
10182 Culver Boulevard
Culver City, California 90232
(310) 836-6400

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

September 12, 2012
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
	Dr. Patrick Soon-Shiong	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS* OO, PF (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 239,622 (See Item 5)
	8	SHARED VOTING POWER 4,351,764 shares (See Item 5)
	9	SOLE DISPOSITIVE POWER 239,622 (See Item 5)
	10	SHARED DISPOSITIVE POWER 4,351,764 shares (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,591,386 shares (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/> Not applicable	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 19.3% (See Item 5)	
14.	TYPE OF REPORTING PERSON* IN	

* See Instructions

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
	California Capital Z, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS* WC, AF (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION California	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER None (See Item 5)
	8	SHARED VOTING POWER 4,351,764 shares (See Item 5)
	9	SOLE DISPOSITIVE POWER None (See Item 5)
	10	SHARED DISPOSITIVE POWER 4,351,764 shares (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,351,764 shares (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 18.3% (See Item 5)	
14.	TYPE OF REPORTING PERSON* OO – limited liability company	

* See Instructions

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
	NantWorks LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS* WC (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER None (See Item 5)
	8	SHARED VOTING POWER 1,500,000 shares (See Item 5)
	9	SOLE DISPOSITIVE POWER None (See Item 5)
	10	SHARED DISPOSITIVE POWER 1,500,000 shares (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,500,000 shares (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.3% (See Item 5)	
14.	TYPE OF REPORTING PERSON* OO – limited liability company	

* See Instructions

This Amendment No. 3 amends the Schedule 13D filed with the Securities and Exchange Commission (the “SEC”), on October 15, 2012, by California Capital Z, LLC, a limited liability company (“California Capital”), and Dr. Patrick Soon-Shiong with respect to the common stock, par value \$0.001 per share (“Common Stock”), of JAKKS Pacific, Inc., a Delaware corporation (the “Company”), as amended by (i) Amendment No. 1 thereto, filed with the SEC on April 9, 2013, and (ii) Amendment No. 2 thereto filed with the SEC on April 10, 2013. The filing of any amendment to this Schedule 13D (including the filing of this Amendment No. 3) shall not be construed to be an admission that a material change has occurred in the facts set forth in this Schedule 13D or that such amendment is required under Rule 13d-2 of the Securities Exchange Act of 1934, as amended.

ITEM 2. IDENTITY AND BACKGROUND.

Item 2 of this Schedule 13D is hereby amended to include the following information:

NantWorks LLC, a Delaware limited liability company (“NantWorks”), is joining Dr. Soon-Shiong and California Capital as a joint filer of this Schedule 13D.

The principal business of NantWorks is the convergence of next generation machine vision, object and voice recognition technologies, ultra-low power semiconductors, supercomputing, and advanced networks for the purpose of bringing the digital revolution to healthcare, commerce and digital entertainment to an entirely new level.

The principal executive office of NantWorks is located at 9920 Jefferson Boulevard, Culver City, California 90232.

During the last five years, NantWorks has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors). During the last five years, NantWorks has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which NantWorks was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

Item 3 of this Schedule 13D is hereby amended to include the following information:

On September 12, 2012, NantWorks and the Company entered into a joint venture to exploit NantWorks’ patented recognition technologies in conjunction with toy and consumer products. In connection with such joint venture, the Company issued to NantWorks a warrant (the “Warrant”) exercisable for 1,500,000 shares of Common Stock at an exercise price of \$16.2823, subject to customary anti-dilution and other adjustments set forth in the Warrant. The Warrant is exercisable immediately and expires on September 12, 2017. The foregoing description of the Warrant is a summary only and is qualified in its entirety by the actual text of the Warrant. A copy of the Warrant is included as Exhibit 3 to this Schedule 13D and hereby incorporated by reference in its entirety in response to this Item 3.

ITEM 4. PURPOSE OF TRANSACTION.

Item 4 of this Schedule 13D is hereby amended to include the following information:

NantWorks acquired the Warrant for investment purposes.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

Items 5(a) and 5(b) of this Schedule 13D are hereby amended and restated as follows:

The following calculations of percentage ownership of the outstanding Common Stock are based on 22,306,338 shares of Common Stock outstanding as of May 9, 2013, as reported in the Form 10-Q filed by the Company with the SEC on May 10, 2013.

- (a)-(b) Due to its ownership of the Warrant, NantWorks may be deemed to beneficially own 1,500,000 shares of Common Stock, representing approximately 6.3% of the outstanding Common Stock (after giving effect to the exercise of the Warrant).

California Capital directly owns 2,851,764 shares of Common Stock, representing approximately 12.8% of the outstanding Common Stock. In addition, as the sole member of NantWorks, California Capital may be deemed to beneficially own all Common Stock beneficially owned by NantWorks. Accordingly, California Capital may be deemed to beneficially own, in the aggregate, 4,351,764 shares of Common Stock, representing approximately 18.3% of the outstanding Common Stock (after giving effect to the exercise of the Warrant).

Dr. Soon-Shiong directly owns 239,622 shares of Common Stock, representing approximately 1.1% of the outstanding Common Stock. In addition, as the sole member of California Capital, Dr. Soon-Shiong may be deemed to beneficially own all Common Stock beneficially owned by California Capital (including all Common Stock beneficially owned by NantWorks). Accordingly, Dr. Soon-Shiong may be deemed to beneficially own, in the aggregate, 4,591,386 shares of Common Stock, representing approximately 19.3% of the outstanding Common Stock (after giving effect to the exercise of the Warrant).

Dr. Soon-Shiong has the sole power to vote or direct the vote, and the sole power to dispose or direct the disposition of, the 239,622 shares of Common Stock that are directly owned by him. California Capital may be deemed to share the power to vote or direct the vote, and the power to dispose or direct the disposition of, the 2,851,764 shares of Common Stock that are directly owned by California Capital with Dr. Soon-Shiong. NantWorks may be deemed to share the power to vote or direct the vote, and the power to dispose or direct the disposition of, the 1,500,000 shares of Common Stock issuable upon exercise of the Warrant with California Capital and Dr. Soon-Shiong.

ITEM 6. CONTRACTS, ARRANGEMENTS UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Item 6 of this Schedule 13D is hereby amended to include the following information:

On September 12, 2012, the Company and NantWorks entered into a registration rights agreement (the "Registration Rights Agreement"), pursuant to which the Company was required to use reasonable efforts to register the offer and sale of the Common Stock issuable upon exercise of the Warrant and maintain the effectiveness of such registration through September 12, 2017, subject to the terms and conditions set forth in the Registration Rights Agreement. The foregoing description of the Registration Rights Agreement is a summary only and is qualified in its entirety by the actual text of the Registration Rights Agreement. A copy of the Registration Rights Agreement is included as Exhibit 4 to this Schedule 13D and hereby incorporated by reference in its entirety in response to this Item 6.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

Item 7 of this Schedule 13D is hereby amended to include the following information:

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
2	Joint Filing Agreement, dated as of July 5, 2013, among Dr. Soon-Shiong, California Capital and NantWorks (filed herewith).
3	Warrant for the Purchase of Common Stock, dated as of September 12, 2012, by the Company in favor of NantWorks (filed herewith).
4	Registration Rights Agreement, dated as of September 12, 2012, between the Company and NantWorks (filed herewith).

SIGNATURE

After reasonable inquiry and to the best of the knowledge and belief of the undersigned, the information set forth in this statement is true, complete and correct.

Dated: July 15, 2013

CALIFORNIA CAPITAL Z, LLC

By: /s/ Charles Kenworthy
Its: Manager

PATRICK SOON-SHIONG

/s/ Patrick Soon-Shiong

NANTWORKS LLC

By: /s/ Charles Kenworthy
Its: Authorized Signatory

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
1	Joint Filing Agreement, dated as of October 15, 2012, between California Capital Z, LLC and Dr. Patrick Soon-Shiong (incorporated by reference to Exhibit 1 to the Schedule 13D filed by the Reporting Persons with the SEC on October 15, 2012).
2	Joint Filing Agreement, dated as of July 5, 2013, among Dr. Patrick Soon-Shiong, California Capital Z, LLC and NantWorks LLC (filed herewith).
3	Warrant for the Purchase of Common Stock, dated as of September 12, 2012, by JAKKS Pacific, Inc. in favor of NantWorks LLC (filed herewith).
4	Registration Rights Agreement, dated as of September 12, 2012, between JAKKS Pacific, Inc. and NantWorks LLC (filed herewith).

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned agree to the joint filing on behalf of each of them of a Schedule 13D (including any and all amendments thereto) with respect to the common stock, par value \$0.001 per share, of JAKKS Pacific, Inc., and further agree that this Joint Filing Agreement shall be included as an exhibit to such joint filings.

The undersigned further agree that each party hereto is responsible for the timely filing of such Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning such party contained therein; provided that no party is responsible for the completeness or accuracy of the information concerning any other filing party, unless such party knows or has reason to believe that such information is inaccurate.

This Joint Filing Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one agreement.

In evidence thereof the undersigned, being duly authorized, hereby execute this Joint Filing Agreement as of July 15, 2013.

CALIFORNIA CAPITAL Z, LLC

By: /s/ Charles Kenworthy

Name: Charles Kenworthy

Title: Manager

PATRICK SOON-SHIONG

/s/ Patrick Soon-Shiong

NANTWORKS LLC

By: /s/ Charles Kenworthy

Name: Charles Kenworthy

Title: Authorized Signatory

THE WARRANT EVIDENCED HEREBY AND THE COMMON STOCK ISSUABLE UPON EXERCISE THEREOF ARE SUBJECT TO A REGISTRATION RIGHTS AGREEMENT DATED SEPTEMBER 12, 2012 BETWEEN JAKKS PACIFIC, INC. AND NANTWORKS LLC.

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THESE SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY IN ITS REASONABLE JUDGMENT THAT SUCH REGISTRATION IS NOT REQUIRED UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS.

JAKKS PACIFIC, INC.

Warrant for the Purchase of Common Stock,
par value \$0.001 per share

No. W-NWL1

1,500,000 Shares

THIS CERTIFIES that, for good and valuable consideration, NantWorks LLC, a Delaware limited liability company (together with its successors and assigns, the "Holder"), with an address at 11755 Wilshire Blvd, Suite 200, Los Angeles, CA 90025, is entitled to subscribe for and purchase from JAKKS Pacific, Inc. (the "Company"), upon the terms and conditions set forth herein, in whole or in part, at any time, or from time to time, after September 12, 2012 and before 5:00 p.m. Eastern time on September 12, 2017 (the "Exercise Period"), 1,500,000 shares of the Company's common stock, par value \$0.001 per share ("Common Stock"), at a price per share equal to the volume-weighted average price of the Company's Common Stock over the five (5) trading days prior to the date hereof (the "Initial Exercise Price"), as same may be adjusted as provided for herein (the "Warrant Shares").

1.

1.1 To the extent otherwise exercisable, this Warrant may be exercised during the Exercise Period as to the whole or any portion of the number of Warrant Shares, by (i) delivery of a written notice, in the form of the exercise notice attached hereto as Exhibit A (the "Exercise Notice"), of the Holder's election to exercise this Warrant, which notice shall specify the number of Warrant Shares to be purchased, (ii) payment to the Company of an amount equal to the then-current Exercise Price multiplied by the number of Warrant Shares to be exercised (plus, subject to Section 6, any applicable issue or transfer taxes) (the "Aggregate Exercise Price"). In the event that the exercise of this Warrant is for less than all of the Warrant Shares purchasable under this Warrant, the Company shall cause to be issued in the name of and delivered to the Holder hereof or as the Holder may direct, as soon as practicable, a new Warrant or Warrants of like tenor, for the balance of the Warrant Shares purchasable hereunder.

1.2 Payment of the Exercise Price may be (at the Holder's option) (a) in cash, (b) by means of bank check or wire transfer of immediately available funds, (c) by surrender of Shares of Common Stock of the Company, or (d) by delivery of an executed attestation of ownership of Shares (including withholding of Shares otherwise deliverable upon exercise of the Warrant) which have a fair market value on the date of surrender or attestation equal to the aggregate exercise price of the Warrant Shares as to which the Warrant shall be exercised.

1.3 In case there is a pending merger, consolidation, reorganization, recapitalization, tender offer, extraordinary dividend or other transaction, the exercise may be made contingent upon consummation of such transaction if the Exercise Notice so provides, and in that case if the transaction is not consummated the exercise shall be deemed not to have occurred.

2. As soon as reasonably practicable after the exercise of this Warrant, the Company shall issue and deliver to the Holder a certificate or certificates for the applicable number of Warrant Shares, registered in the name of the Holder. No fractional shares of Common Stock are to be issued upon exercise of this Warrant, but rather the number of shares of Common Stock issued upon exercise of this Warrant shall be rounded up or down to the nearest whole number.

3. (a) The Company shall maintain at its principal executive offices (or such other office or agency of the Company as it may designate by notice to the Holder hereof), a register for this Warrant, in which the Company shall record the name and address of the person in whose name this Warrant has been issued, as well as the name and address of each transferee upon receipt of a duly executed warrant power in the form of Exhibit B hereto. The Company may treat the person in whose name any Warrant is registered on the register as the owner and holder thereof for all purposes, notwithstanding any notice to the contrary.

(b) The Company shall at all times reserve and keep available out of its authorized and unissued Common Stock, solely for the purpose of providing for the exercise of the rights to purchase all Warrant Shares granted pursuant to this Warrant, such number of shares of Common Stock as shall be sufficient therefor. The Company covenants that all shares of Common Stock issuable upon exercise of this Warrant, upon receipt by the Company of the purchase price therefor, shall be validly issued, fully paid and nonassessable.

4. (a) In the event that the outstanding shares of Common Stock are changed into a different number of shares of Common Stock by reason of any recapitalization, reclassification, stock split-up, combination of shares or dividend payable in shares of the Company or otherwise, appropriate adjustment shall be made in the number and kind of securities as to which this Warrant shall be exercisable, to the end that the proportionate interest of the Holder immediately after the occurrence of such event shall equal the proportionate interest of the Holder immediately before the occurrence of such event. Such adjustment shall be made without change in the total Exercise Price applicable to this Warrant and with a corresponding adjustment in the per share Exercise Price evidenced by this Warrant.

(b) In case of any consolidation with or merger of the Company with or into another corporation or entity (other than a merger or consolidation in which the Company is the surviving or continuing corporation), or in case of any sale, conveyance or lease to another person or entity of the property of the Company as an entirety or substantially as an entirety, such successor or purchasing person or entity, as the case may be, shall (i) execute in favor of the Holder an agreement or instrument providing that the Holder shall have the right thereafter to receive upon exercise of this Warrant solely the kind and amount of shares of stock or other securities, property, cash or any combination thereof receivable upon such consolidation, merger, sale, lease or conveyance by a holder of the number of shares of Common Stock for which this Warrant might have been exercised immediately prior to such event, (ii) make effective provision in its certificate of incorporation or otherwise, if necessary, in order to effect such agreement and (iii) set aside or reserve, for the benefit of the Holder, the stock, securities, property and/or cash to which the Holder would be entitled upon exercise of this Warrant; provided, that, nothing contained in this paragraph 4(b) shall be interpreted so as to preclude the Holder from exercising this Warrant, in whole or in part, at any time prior to the consummation of any such consolidation, merger, sale, lease or conveyance.

(c) The above provisions of this paragraph 4 shall similarly apply to successive consolidations, mergers, sales, leases, issuances or conveyances.

5. In case at any time the Company shall propose:

- (i) to pay any dividend or make any distribution on shares of Common Stock in shares of common stock, or make any other distribution (other than regularly scheduled cash dividends) to all holders of common stock; or
- (ii) to issue any rights, warrants or other securities to all holders of the Company's common stock entitling them to purchase any additional shares of common stock or any other rights, warrants or other securities; or
- (iii) to effect any reclassification or recapitalization of the Company's common stock, or any consolidation or merger; or
- (iv) to effect any liquidation, dissolution or winding-up of the Company; or
- (v) to issue any shares of its Common Stock, or securities convertible or exercisable into its Common Stock, at a price per share lower than the then-current Exercise Price;

then, and in any one or more of such cases, the Company shall give written notice thereof, by registered mail, postage prepaid, to the Holder at the Holder's address as it shall appear in the Warrant Register, mailed at least thirty (30) business days prior to the date on which any such event is expected to occur.

6. The issuance of any Warrant Shares or other securities upon the exercise of this Warrant, and the delivery of certificates or other instruments representing such Warrant Shares or other securities, shall be made without charge to the Holder for any tax or other charge in respect of such issuance. The Company shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any certificate representing Warrant Shares in a name other than that of the Holder and the Company shall not be required to issue or deliver any such certificate unless and until the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax, to the extent required to be so paid, or, if reasonably required by the Company, shall have established to the satisfaction of the Company that such tax has been paid.

7. Unless registered, or freely saleable under Rule 144 or Rule 144A, as such rules have been promulgated under the Securities Act of 1933, as amended (the "Securities Act"), the Warrant Shares issued upon exercise of the Warrants shall be subject to a stop transfer order and the certificate or certificates evidencing such Warrant Shares shall bear the following legend or a similar legend to the following effect:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE SOLD OR OFFERED FOR SALE IN THE ABSENCE OF SUCH REGISTRATION OR EVIDENCE OF AN EXEMPTION THEREFROM (INCLUDING AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE ACT)."

8. The Holder of this Warrant, by the acceptance hereof, represents that it is acquiring this Warrant and the Warrant Shares for its own account for investment only and not with a view towards, or for resale in connection with, the public sale or distribution of this Warrant or the Warrant Shares, except pursuant to sales registered or exempt under the Securities Act; provided, however, that by making the representations herein, the Holder does not agree to hold this Warrant or any of the Warrant Shares for any minimum or other specific term and reserves the right to dispose of this Warrant and the Warrant Shares at any time in accordance with, or pursuant to an exemption under, the Securities Act. The Holder of this Warrant further represents, by acceptance hereof, that, as of this date, such Holder is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D promulgated by the Securities and Exchange Commission under the Securities Act (an "Accredited Investor"). Upon the exercise of this Warrant, the Holder shall, if requested by the Company, confirm in writing, in a form satisfactory to the Company, that the Warrant Shares so purchased are being acquired solely for the Holder's own account and not as a nominee for any other party, for investment and not with a view toward distribution or resale and that such Holder is an Accredited Investor. If such Holder

cannot make such representations because they would be factually incorrect, it shall be a condition precedent to such Holder's exercise of this Warrant that the Company receive such other representations as the Company considers reasonably necessary to assure the Company that the issuance of its securities upon exercise of this Warrant shall not violate any United States or state securities laws.

9. Upon receipt of evidence satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant (and upon surrender of this Warrant if mutilated), and upon reimbursement of the Company's reasonable incidental expenses (including without limitation any insurance), the Company shall execute and deliver to the Holder a new Warrant of like date, tenor and denomination.

10. The Holder shall not have, solely on account of such status, any rights of a stockholder of the Company, either at law or in equity, or to any notice of meetings of stockholders or of any other proceedings of the Company, except as provided in this Warrant.

11. This Warrant and the rights granted hereunder are freely assignable by the Holder subject to compliance with or an available exemption from the registration provisions of the Securities Act of 1933. The Holder will give prompt notice to the Company in the event of any transfer, including the identity and address of the transferee.

12. Each of the Company and the Holder shall do and perform all such further acts and things and execute and deliver all such other certificates, instruments and documents as the Company or the Holder may, at any time and from time to time, reasonably request in connection with the performance of any of the provisions of this Warrant.

13. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Warrant must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) one business day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive same. The addresses and facsimile numbers for such communications shall be:

If to the Company:

JAKKS Pacific, Inc.
22619 Pacific Coast Highway
Malibu, CA 90265
Telephone: (310) 456-7799
Facsimile: (310) 317-8527
Attention: Chief Executive Officer

If to the Holder, at the address set forth above (if such Holder is the initial Holder of this Warrant), or to such other address for such Holder or its assignees as shall appear, from time to time, on the records maintained by the Company.

Each party shall provide five (5) days' prior written notice to the other party of any change in address or facsimile number. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine containing the time, date, recipient facsimile number and an image of the first page of transmission or (C) provided by nationally recognized overnight delivery service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from a nationally recognized overnight delivery service in accordance with clause (i), (ii) or (iii) above, respectively.

14. Any term or provision of this Warrant which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the terms and provisions of this Warrant or affecting the validity or enforceability of any of the terms or provisions of this Warrant in any other jurisdiction.

15. This Warrant shall be construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed within such State, without regard to principles of conflicts of law. **THE COMPANY AND THE HOLDER HEREBY IRREVOCABLE AND UNCONDITIONALLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN LOS ANGELES COUNTY, CALIFORNIA , OVER ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS WARRANT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE COMPANY AND THE HOLDER EACH AGREE THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY U.S. REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, PROPERLY ADDRESSED TO IT AT ITS ADDRESS LISTED IN PARAGRAPH 13 ABOVE SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT. THE COMPANY AND THE HOLDER IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN ANY ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT AND ANY CLAIM THAT SUCH COURT REPRESENTS AN INCONVENIENT FORUM. THE COMPANY AND THE HOLDER AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT WHICH IS NO LONGER SUBJECT TO FURTHER REVIEW SHALL BE CONCLUSIVE AND BINDING UPON THE COMPANY AND THE HOLDER AND MAY BE ENFORCED AGAINST THE COMPANY OR THE HOLDER IN ANY OTHER COURTS TO WHOSE JURISDICTION THE COMPANY OR THE HOLDER, RESPECTIVELY, IS OR MAY BE SUBJECT BY SUIT UPON SUCH JUDGMENT.**

IN WITNESS WHEREOF, this Warrant was executed by the Company on the 12th day of September, 2012

JAKKS PACIFIC, INC.

By: _____
Name: Stephen G. Berman
Title: CEO

REGISTRATION RIGHTS AGREEMENT

September 12, 2012

The parties to this Registration Rights Agreement (this "Agreement") are **JAKKS PACIFIC, INC.**, a Delaware corporation (the "Company"), and **NANTWORKS LLC**, a Delaware limited liability company (the "Purchaser").

The parties to this Agreement, intending to be legally bound hereby, agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" has the meaning ascribed to that term in Rule 1-02 of Regulation S-X promulgated under the Securities Act.

"Common Stock" means common stock of the Company.

"Effective Date" means the date of this Agreement set forth above.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time.

"Holder" means any Person that holds Registrable Securities or would hold Registrable Securities upon exercise of the Warrant.

"Initiating Holder" means the Purchaser or any of its permitted assigns that holds (or would upon exercise of the Warrant hold) at least 750,000 (as adjusted for split, reverse splits or similar transactions) shares of Common Stock that are Registrable Securities.

"Person" means an individual, partnership, corporation, trust or unincorporated organization, or a government or agency or political subdivision thereof.

"Prospectus" means the prospectus included in any Registration Statement, as amended or supplemented by any prospectus supplement and by all other amendments, and supplements to such prospectus, including post-effective amendments and all information incorporated by reference in such prospectus.

"Registrable Securities" means any shares of Common Stock issued or issuable to the Initiating Holder after the Effective Date in either case by virtue of (a) the exercise of the Warrant held by such party, or (b) any securities split or combination, securities dividend or similar event in respect of any of the shares referred to in clause (a) of this definition; provided, however, that shares of Common Stock that are Registrable Securities shall cease to be Registrable Securities upon the sale thereof pursuant to an effective Registration Statement or pursuant to Rule 144 (or successor rule) under the Securities Act; and provided, further, that the Company shall have no obligation hereunder to register any Registrable Securities of an Initiating Holder if the Company shall deliver to that Initiating Holder an opinion of counsel satisfactory to such Initiating Holder and its counsel (whose approval shall not be unreasonably withheld) to the effect that the sale or disposition of all of the Registrable Securities does not require registration under the Securities Act for a sale or disposition in a single public sale, and offers to remove any and all legends restricting transfer from the certificates evidencing such Registrable Securities in connection with any such sale.

"Registration Expenses" means all registration and filing fees, fees with respect to filings required to be made with the National Association of Securities Dealers, Inc. (the "NASD"), the New York Stock Exchange (the "NYSE"), the American Stock Exchange (the "ASE") or any other exchange or market in which Registrable Securities are to be quoted or listed for trading, fees and expenses of compliance with securities or blue sky laws, printing expenses, messenger, telephone

and distribution expenses associated with the preparation and distribution of any Registration Statement, any Prospectus, and amendments or supplements thereto, and any other documents relating to the performance of and compliance with this Agreement, all fees and expenses associated with the listing of any Registrable Securities on any securities exchange or exchanges, and fees and disbursements of counsel for the Company and its independent certified public accountants and the fees and expenses of other persons retained by the Company, but specifically excluding any Selling Expenses.

“Registration Statement” means any registration statement of the Company filed under the Securities Act including the Prospectus forming a part thereof, amendments and supplements to such Registration Statement, including post-effective amendments, and all exhibits to and all information incorporated by reference in such Registration Statement.

“SEC” means the Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended from time to time.

“Selling Expenses” means, with respect to any holder of Registrable Securities, all underwriting discounts, selling commissions and stock transfer or documentary stamp taxes, if any, applicable to any Registrable Securities registered and sold by such holder, and all fees and disbursements of any counsel for such holder or any underwriter or sales agent retained by Purchaser.

“Selling Holders” has the meaning ascribed to that term in Section 3(a).

“Shelf Period” means the period of time commencing on the date that the Registration Statement referred to in Section 3(a) becomes effective and expiring on the date that the Warrant expires.

“Warrant” means that certain Stock Purchase Warrant dated September 12, 2012, issued by the Company to the Purchaser and initially exercisable for up to an aggregate of 1,500,000 shares of Common Stock, and any and all warrants subsequently issued by the Company in respect thereof.

2. Securities Subject to this Agreement. The only securities entitled to the benefits of this Agreement are the Registrable Securities.

3. Registration of Registrable Securities.

(a) The Company shall use its reasonable efforts to file with the SEC a “shelf” Registration Statement pursuant to Rule 415 in accordance with the provisions of the Securities Act for the offering and sale of the Registrable Securities within forty-five (45) days of the date hereof (the “Shelf Registration”). The Company agrees to use its reasonable efforts to keep the Shelf Registration continuously effective during the Shelf Period. If for some reason the Company is unable to effect such filing within the 45 day period specified period, the Company shall notify the Purchaser of that fact and the reason for the failure. If, as a result, such a Registration Statement is not in effect at any time while the Warrant is outstanding, and Initiating Holder(s) request in writing the filing of a Registration Statement, the Company shall file such a Registration Statement as promptly as reasonably practicable and in any case within 60 days following such demand, subject only to Section 3(c) below. A registration pursuant to this Section 3(a) shall be on such appropriate registration form of the SEC as shall (i) be selected by the Company, and (ii) permit the disposition of the Registrable Securities in accordance with the intended method or methods of disposition specified by the Initiating Holder.

(b) The Company shall use its reasonable efforts in having such Registration Statement become effective as shortly after its filing as reasonably possible and then cause it to remain effective and in compliance with the provisions of the Securities Act with respect to the

disposition of all Registrable Securities covered by such Registration Statement until such time as all of such Registrable Securities have been disposed of in accordance with the intended methods of disposition by the Selling Holders thereof set forth in such registration statement. The Company further agrees to supplement or make amendments to the Shelf Registration, if required by the rules, regulations or instructions applicable to the registration form utilized by the Company or by the Securities Act or rules and regulations thereunder for shelf registration or reasonably requested by any holder of Registrable Securities or any underwriter of the Registrable Securities.

(c) The Company may delay the filing of any Registration Statement pursuant to this Section 3.1 for a reasonable period of time not to exceed 180 days if in the good faith judgment of the Board of Directors of the Company, the Company would be required to include in such registration statement material information which at that time could not be publicly disclosed without materially interfering with any financing, acquisition, corporate reorganization or other material development or transaction then pending or in progress and without other material adverse consequences; provided, however, that the duration of any such delay shall not exceed 180 days from the date the Company's Board of Directors actually becomes aware of such material development or transaction; and, provided, further, that the Company shall make such filing no later than the earlier of (i) the date on which the conditions that permitted it to delay such filing no longer pertain and (ii) the end of such 180-day period; and provided further that the Company shall not register any securities for its own account or that of any other stockholder during such one hundred eighty (180) day period other than a registration relating to the sale of securities to employees of the Company or a subsidiary pursuant to a stock option, stock purchase, or similar plan or a registration on any form that does not include substantially the same information as would be required to be included in a Registration Statement covering the sale of the Registrable Securities.

(d) Selection of Underwriters. If any of the Registrable Securities are to be sold in an underwritten offering, the investment banker or investment bankers and manager or managers that will administer the offering will be selected by the holders of a majority of the Registrable Securities included in such offering; provided that their selection of such investment bankers and managers is subject to consent of the Company, not to be unreasonably withheld.

(e) The Company shall not be obligated to keep a Shelf Registration in effect at any time following the expiration of the Warrant or following the disposition of all the Registrable Securities. However, if Holder(s), prior to the expiration of the Warrant, exercise the Warrant and retain shares of Common Stock in a number greater than one percent of the Company's then outstanding Common Stock, then if at any time, the Company receives a request from Initiating Holders that the Company file a registration statement with respect to at least fifty percent of the Registrable Securities then outstanding, the Company shall as soon as practicable, and in any event within sixty (60) days after the date such request is given by the Initiating Holders, file a Registration Statement under the Securities Act covering all Registrable Securities that the Initiating Holders requested to be registered, subject to the limitations of Section 3(c). The Company need comply only one time with a request for registration under this Section 3(e)

4. Registration Procedures.

In connection with the Company's obligations under Section 3, the Company shall use all reasonable efforts to effect such registration to permit the sale of such Registrable Securities in accordance with the intended method or methods of distribution thereof, and pursuant thereto the Company shall as expeditiously as practicable:

- (a) prepare and file with the SEC, as soon as practicable, a Registration

Statement on an appropriate registration form, which Registration Statement shall comply as to form in all material respects with the requirements of the applicable form and include or incorporate by reference all financial statements required by the SEC to be filed therewith or incorporated by reference therein, and in either case use all reasonable efforts to cause such Registration Statement to become effective and remain effective in accordance with Section 3(b); provided, however, that before filing a Registration Statement or Prospectus or any amendment or supplement thereto, including information incorporated by reference after the initial filing of the Registration Statement, the Company shall furnish to one firm of counsel for the holders of the Registrable Securities covered by such Registration Statement copies of all such documents in substantially the form proposed to be filed (including, upon request, any and all exhibits thereto), which documents shall be subject to the reasonable and prompt review of such holders and underwriters;

(b) prepare and file with the SEC such amendments and post-effective amendments to such Registration Statement as may be necessary to keep the Registration Statement effective for the applicable period, or such shorter period which shall terminate when all Registrable Securities covered by such Registration Statement have been sold; cause the Prospectus to be supplemented by any required Prospectus supplement, and to be filed pursuant to Rule 424 under the Securities Act; and otherwise take all such actions as may be necessary to cause the Registration Statement to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during the applicable period in accordance with the intended method or methods of distribution by the Selling Holders set forth in such Registration Statement or supplement to the Prospectus;

(c) notify the Selling Holders promptly, and (if requested by any such person) confirm such advice in writing promptly, (i) when the Prospectus or any Prospectus supplement or post-effective amendment to the Registration Statement has been filed, and, with respect to such Registration Statement or any post-effective amendment thereto, when the same becomes effective, (ii) of any comments of the SEC or any state securities authority with regard to the Registration Statement and of any request by the SEC or any state securities authority for amendments or supplements to the Registration Statement or the Prospectus or for additional information, (iii) of the issuance by the SEC or any state securities authority of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose, (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, (v) in the case of any shelf Registration Statement, if between the effective date of a Registration Statement and the closing of any sale of Registrable Securities covered thereby, the representations and warranties of the Company contained in any securities sale agreement or other similar agreement, relating to the offering were as of the date made not true and correct in all material respects and (vi) of the happening of any event or the discovery of any facts that makes any statement made in the Registration Statement, the Prospectus or any document incorporated therein by reference untrue in any material respect or which requires the making of any changes in the Registration Statement, the Prospectus or any document incorporated therein by reference in order to make the statements therein not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading;

(d) make every reasonable effort to obtain the withdrawal of any order suspending the effectiveness of the Registration Statement at the earliest possible time;

(e) unless available for review on the SEC's or the Company's internet website, furnish to each Selling Holder, without charge, at least one copy of the Registration Statement, any amendment (including any post-effective amendment) thereto, including financial statements and schedules, all Documents incorporated therein by reference and all exhibits (including those incorporated by reference);

- (f) unless available for review on the SEC's or the Company's internet website, deliver to each Selling Holder, without charge, as many copies of the Prospectus (including each preliminary prospectus) and any amendment or supplement thereto as such persons may reasonably request;
- (g) prior to any public offering of Registrable Securities, use the Company's reasonable efforts to (i) register or qualify or cooperate with the Selling Holders and their counsel in connection with the registration or qualification of such Registrable Securities for offer and sale under the state securities or blue sky laws of one (1) jurisdiction as the Selling Holder reasonably requests in writing and (ii) do any and all other acts or things necessary or advisable to enable the disposition in such jurisdiction of the Registrable Securities covered by the Registration Statement; provided that the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or to take any action which would subject it to general service of process or taxation in any such jurisdiction where it is not then so subject;
- (h) cooperate with the Selling Holders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold without any restrictive legends; and enable such Registrable Securities to be in such denominations and registered in such names as the Selling Holders may request within two (2) business days of the effective date of the Registration Statement;
- (i) upon the occurrence of any event contemplated by clause (vi) of paragraph (c) above, prepare a supplement or post-effective amendment to the Registration Statement or the related Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to purchasers of the Registrable Securities, the Prospectus shall not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading;
- (j) use all reasonable efforts to cause all Registrable Securities covered by the Registration Statement to be listed on each securities exchange, if any, on which the Common Stock is then listed or on the Nasdaq National Market, if the Common Stock is then traded thereon;
- (k) make available for inspection by a representative of the Selling Holders, one firm of attorneys and one firm of accountants retained by the Selling Holder or Holders, all financial and other records and all pertinent corporate documents and properties of the Company as shall be reasonably requested by them, and cause the Company's officers, directors and employees to be reasonably available for discussions with and to supply all information reasonably requested by any such representative, attorney or accountant in connection with such Registration Statement; provided, that any records, information or documents shall be kept confidential by such persons unless disclosure of such records, information or documents is required by court or administrative order or becomes publicly available and if the Company so elects, need not be disclosed by the Company unless each such person signs a confidentiality agreement reasonably satisfactory to the Company in which the related Selling Holder agrees to be responsible for such person's breach of confidentiality on terms reasonably satisfactory to the Company;
- (l) use all reasonable efforts to comply with all applicable rules and regulations of the SEC and make generally available to its security holders, as provided in Rule 158 or otherwise, an earnings statement satisfying the provisions of Section 11(a) of the Securities Act;
- (m) promptly after the filing of any document which is to be incorporated by

reference into the Registration Statement or Prospectus (after initial filing of the Registration Statement), unless such document is available to be reviewed on the SEC's or the Company's internet website, provide copies of such document to counsel to the Selling Holders and to the managing underwriter or underwriters, if any; and

(n) otherwise reasonably cooperate with the Selling Holders to carry out the intent of this Agreement.

It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Agreement with respect to the Registrable Securities of any Initiating or Selling Holder that such Initiating or Selling Holder cooperates with the Company in preparing such registration.

Each Selling Holder agrees that upon receipt of any notice from the Company of the happening of any event of the kind described in Section 4(c)(vi) hereof, such holder shall forthwith discontinue disposition of such Registrable Securities until such holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 4(i), or until it is advised in writing (the "Advice") by the Company that the use of the Prospectus may be resumed, and has, unless such document is available to be reviewed on the SEC's or the Company's internet website, received copies of any additional or supplemental filings which are incorporated by reference in the Prospectus, and, if so directed by the Company, such holder shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such holder's possession, of the Prospectus covering such Registrable Securities current at the time of receipt of such notice. In the event the Company shall give any such notice, the time periods regarding the maintenance of the Registration Statement in Section 3 shall be extended by the number of days during the period from and including the date of the giving of such notice pursuant to Section 4(c)(vi) to and including the date when each Selling Holder shall have received the copies of the supplemented or amended prospectus contemplated by Section 4(i) or the Advice.

5. Expenses of Registration. All Registration Expenses incurred in connection with any registration commenced in accordance with Section 3 shall be borne by the Company; provided, however, that the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Section 3 if the registration is subsequently withdrawn at the request of the Initiating Holder or Holders (in which case all Selling Holders shall bear such expense), unless Holders whose Registrable Securities constitute a majority of the Registrable Securities then outstanding agree that such withdrawn registration shall constitute the registration required by Section 3 hereof. All Selling Expenses relating to Registrable Securities registered on behalf of any person shall be borne by such person.

6. Indemnification. If any Registrable Securities are included in a Registration Statement under this Agreement:

(a) Indemnification by Company. The Company shall indemnify and hold harmless, to the full extent permitted by law, each Selling Holder, its officers, directors and employees and each person who controls such holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses arising out of any untrue or alleged untrue statement of a material fact contained in any Registration Statement (or amendment (including any post-effective amendment) or supplement thereto), Prospectus or preliminary Prospectus or any amendment or supplement thereto, including all documents incorporated therein by reference, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information furnished in writing to the Company by such holder expressly for use therein or by such holder's failure to deliver a copy of the Registration Statement or Prospectus after the Company has furnished such holder with a sufficient number of

copies of the same. The indemnification required by this Section 6(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or expense if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld).

(b) Indemnification by Holder of Registrable Securities. In connection with a Registration Statement, each holder of Registrable Securities covered thereby shall furnish to the Company in writing such information as the Company reasonably requests for use in connection with any Registration Statement (or amendment (including any post-effective amendment) or supplement thereto) or Prospectus (or any amendment or supplement thereto) and shall indemnify and hold harmless, to the full extent permitted by law, the Company, its directors, officers and employees and each person who controls the Company (within the meaning of the Securities Act) untrue or alleged untrue statement of a material fact or any omission or alleged omission of a material fact required to be stated in the Registration Statement (or amendment (including any post-effective amendment) or supplement thereto) or Prospectus or preliminary Prospectus (or any amendment or supplement thereto), including all documents incorporated therein by reference or necessary to make the statements therein not misleading, to the extent, but only to the extent, that such untrue statement is contained or omission is required to be in any information so furnished in writing by such holder to the Company specifically for inclusion in such Registration Statement (or amendment (including any post-effective amendment) or supplement thereto) or Prospectus (or any amendment or supplement thereto).

(c) Conduct of Indemnification Proceedings. Any person entitled to indemnification hereunder shall (i) give prompt notice to the indemnifying party of any claim (including but not limited to the commencement of any action, suit, proceeding investigation or threat thereof made in writing) with respect to which it seeks indemnification and (ii) permit such indemnifying party to assume jointly with any other indemnifying party similarly notified the defense of such claim with counsel reasonably satisfactory to the indemnified party, provided, however, that any person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such person unless (a) the indemnifying party has agreed to pay such fees or expenses, or (b) the indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such person, or (c) the named parties to any such action, claim or proceeding (including any impleaded parties) include both such indemnified party and the indemnifying party and, in the reasonable judgment of the indemnified party, based upon written advice of its counsel a conflict of interest may exist between such person and the indemnifying party with respect to such claims as a result of the existence of legal defenses for such person that are materially different from or in addition to those available to the indemnifying party (in which case, if the person notifies the indemnifying party in writing that such person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such person). If such defense is not assumed by the indemnifying party, the indemnifying party shall not be subject to any liability for any settlement or consent to judgment made without its consent (but if such consent is requested, such consent shall not be unreasonably withheld). No indemnified party shall be required to consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation. An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party, after consultation with counsel, a conflict of interest may exist between such indemnified party and any other of such indemnified parties or there may exist legal defenses for such indemnified party that are materially different from or in addition to those available to the other indemnified parties with respect to such claim, in which event the indemnifying party shall be obligated to pay the fees and expenses of such additional counsel or counsels.

(d) Contribution. If for any reason the indemnification provided for in the preceding clauses (a) and (b) is unavailable to an indemnified party or insufficient to hold it harmless as contemplated by the preceding clauses (a) and (b), then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such loss, claim, damage or liability (i) in such proportion as is appropriate to reflect the relative fault of the indemnified party and the indemnifying party, or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect the relative benefits received by the indemnified party and the indemnifying party as well as their relative fault and any other relevant equitable considerations. The relative fault of the indemnified party and the indemnifying party shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the indemnified party or the indemnifying party and each party's relative intent knowledge, access to information and opportunity to correct or prevent such statement or omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

7. Current Public Information. For so long as the Company is subject to the reporting requirements of Section 13 or 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Company covenants that it will file the reports required to be filed by it under the Securities Act and Section 13(a) or 15(d) of the Exchange Act and the rules and regulations adopted by the SEC thereunder, and that if it ceases to be so required to file such reports, it will upon the request of any holder of Registrable Securities (a) make publicly available such information as is necessary to permit sales pursuant to Rule 144 under the Securities Act, (b) deliver such information to a prospective purchaser as is necessary to permit sales pursuant to Rule 144A under the Securities Act, and (c) take such further action that is reasonable in the circumstances, in each case, to the extent required from time to time to enable such holder to sell its Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (i) Rule 144 under the Securities Act, as such Rule may be amended from time to time, (ii) Rule 144A under the Securities Act, as such Rule may be amended from time to time, or (iii) any similar rules or regulations hereafter adopted by the SEC. Upon the request of any holder of Registrable Securities, the Company will deliver to such holder a written statement as to whether it has complied with such requirements.

8. Holdback. Each holder of Registrable Securities entitled pursuant to this Agreement to have such securities included in a Registration Statement prepared pursuant to this Agreement, if so requested by the underwriters' representative or agent in connection with an offering of any securities covered by a registration statement filed by the Company, whether or not such Holder's securities are included therein, shall not effect any public sale or distribution of shares of Common Stock or any securities convertible into or exchangeable or exercisable for shares of Common Stock, including a sale pursuant to Rule 144 under the Securities Act (except as part of such underwritten or agented registration), during the 15-day period prior to, and during the 180-day period beginning on, the date such registration statement is declared effective under the Securities Act by the SEC, provided that such Holder is timely notified of such effective date in writing by the Company or such underwriters' representative or agent. In order to enforce the foregoing covenant the Company shall be entitled to impose stop-transfer instructions with respect to the Registrable Securities of each such holder until the end of such period.

9. Miscellaneous.

(a) Amendments and Waivers. The provisions of this Agreement, including

the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given unless the Company has obtained the written consent of holders of at least 80% of the Registrable Securities.

(b) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand delivery, registered first-class mail, telex, telecopier or courier guaranteeing overnight delivery:

(i) if to a holder of Registrable Securities, at the most current address given by such holder to the Company in accordance with the provisions of this Section 9(b); and

(ii) if to the Company, initially at JAKKS Pacific, Inc., 22619 Pacific Coast Highway, Malibu, CA 90265, Attention: Stephen G. Berman, Chief Executive Officer, and thereafter at such other address, notice of which is given in accordance with the Provisions of this Section 9(b).

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if Personally delivered; three days after being deposited in the mail, Postage prepaid, if mailed; when answered back, if telexed; when receipt acknowledged, if telecopied; and on the next business day if timely delivered to a courier guaranteeing overnight delivery.

(c) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties. Neither this Agreement, nor any of the parties' respective rights, or obligations hereunder may be assigned (i) by the Company except in connection with an assignment by the Company of its rights and obligations under the Warrant, or (ii) by the Purchaser other than to a person to whom the Warrant or a portion thereof is assigned by the Holder in accordance with the terms of the Warrant, provided that such person becomes a party to this Agreement by agreeing in writing to be bound by the terms of this Agreement, such agreement to be in form and substance satisfactory to the Company and its counsel, whose approval shall not be unreasonably withheld.

(d) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed in Delaware without regard to principles of conflicts of laws.

(f) Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under existing or future applicable law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of any applicable law, and in the event such term or provision cannot be so limited, this Agreement shall be construed to omit such invalid or unenforceable provisions.

(g) Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no representations, promises, warranties or undertakings, other than those set forth or referred to herein with respect to the registration rights granted by the Company hereby. Upon the Effective Date, this Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter, and cannot be changed or terminated orally.

(h) Construction. As used in this Agreement, unless the context otherwise requires (i) references to “Sections” are to sections of this Agreement, (ii) “hereof”, “herein”, “hereunder” and comparable terms refer to this Agreement in its entirety and not to any particular part of this Agreement, (iii) the singular includes the plural and the masculine, feminine and neutral gender each includes the other, (iv) “including” or “includes” shall be deemed to be followed by the phrase “without limitation”, and (v) headings of the various Sections and subsections are for convenience of reference only and shall not be given any effect for purposes of interpreting this Agreement.

Witness the due execution hereof, as of the Effective Date first above written, on behalf of the undersigned thereunto duty authorized.

JAKKS PACIFIC, INC.

By: _____
Title: _____

NANTWORKS LLC.

By: _____
Title: _____