
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 3)

JAKKS Pacific, Inc.

(Name of Issuer)

Common Stock, \$.001 Par Value

(Title of Class of Securities)

47012E106

(CUSIP Number)

Yun Jiang
c/o Hong Kong Meisheng Cultural Company Limited
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With a copy to:

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Washington, D.C. 20004

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

January 25, 2018

(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 .

1. NAME OF REPORTING PERSONS

I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Hong Kong Meisheng Cultural Company Limited

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)

(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

WC

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

Hong Kong, China

7. SOLE VOTING POWER

8. SHARED VOTING POWER

5,239,538

9. SOLE DISPOSITIVE POWER

0

10. SHARED DISPOSITIVE POWER

5,239,538

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

5,239,538

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

19.4%

14. TYPE OF REPORTING PERSON

CO

1. NAME OF REPORTING PERSONS

I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Meisheng Cultural and Creative Corp., Ltd.

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)

(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

WC

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

PRC

7. SOLE VOTING POWER

0

8. SHARED VOTING POWER

5,239,538

9. SOLE DISPOSITIVE POWER

0

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13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

19.4%

14. TYPE OF REPORTING PERSON

CO

This Amendment No. 3 to Schedule 13D is filed by Meisheng Cultural and Creative Corp., Ltd., a PRC company listed on Shenzhen Stock Exchange (“Meisheng”) and its wholly owned subsidiary, Hong Kong Meisheng Cultural Company Limited, a Hong Kong corporation (“Hongkong Meisheng” and together with Meisheng, the “Reporting Persons”) and supplements and amends the Statement on Schedule 13D filed on February 10, 2017, as well as Amendment Number 1 to that Schedule 13D filed on March 16, 2017, and Amendment Number 2 to that Schedule 13D filed on May 3, 2017 with respect to the Common Stock, par value \$0.001 per share (“Shares”) of JAKKS Pacific, Inc., a Delaware corporation (the “Issuer”).

Responses to each item of this Amendment No. 3 to Schedule 13D are incorporated by reference into the response to each other item, as applicable.

Item 3. Source and Amount of Funds.

On January 25, 2018, Hongkong Meisheng submitted to the Board of Directors of the Issuer a non-binding letter of intent (the “LOI”), under which Hongkong Meisheng proposed that the Issuer issue to Hongkong Meisheng that number of shares of the Issuer’s Common Stock (the “Shares”) that when aggregated with the shares already beneficially owned by the Reporting Persons would result in Hongkong Meisheng beneficially owning 51.0% of the outstanding class. The proposed purchase price was US\$2.95 per share. The Issuer would also deliver to Hongkong Meisheng warrants to purchase at the purchase price additional shares in an amount to maintain its 51.0% ownership position in the event the Issuer issues additional shares pursuant to conversion of outstanding convertible notes. Hongkong Meisheng would also be entitled to purchase a pro rata portion of any future offerings. Hongkong Meisheng intends to fund the Transaction through a combination of the Reporting Persons’ existing cash on hand and/or other financing sources (to the extent required for the restructuring or refinancing of the Issuer’s outstanding convertible senior notes).

Item 4. Purpose of Transaction.

Hongkong Meisheng intends to acquire the Shares as part of a plan of financial consolidation and to increase its shareholder voting rights to 51%, because the Reporting Persons believed that the Shares, when purchased, represented an attractive investment opportunity. The Issuer is one of the largest customers of the Reporting Persons and the Reporting Persons and the Issuer have two joint ventures in Hong Kong, China.

The Reporting Persons expect to review from time to time its investment in the Issuer and may, depending on the market and other conditions: (i) purchase additional Shares, options or related derivatives in the open market, in privately negotiated transactions or otherwise and (ii) sell all or a portion of the Shares, options or related derivatives now beneficially owned or hereafter acquired by it.

The LOI proposes that Hongkong Meisheng would be entitled to appoint a number of directors and members of the committees of the board of the Issuer commensurate with its ownership on the closing date. Xiaoqiang Zhao, Executive Director of Hongkong Meisheng and Chairman of the Board of Meisheng currently serves on the Issuer’s board of directors.

There is no assurance that the Issuer and Hongkong Meisheng will reach an agreement with respect to the proposals contained in the LOI. Hongkong Meisheng intends to enter into discussions with members of the Issuer’s management and Board of Directors and may propose or consider alternative terms for the purchase of the Shares.

Except as set forth above and in connection with the Equity Purchase Agreement and the Registration Rights Agreement, the Reporting Persons do not have any plans or proposals which relate to, or could result in, any of the matters referred to in paragraphs (a) through (j), inclusive, of the instructions to Item 4 of Schedule 13D. The Reporting Persons may, at any time and from time to time, review or reconsider their position and/or change their purpose and/or formulate plans or proposals with respect thereto.

Item 5. Interest in Securities of the Issuer.

(a) As of the date hereof, the Reporting Persons beneficially own 5,239,538 Shares, or 19.4% of the issued and outstanding Shares of the Issuer, based upon 26,987,430 shares of Common Stock issued and outstanding as of January 3, 2018, according to the Amendment No. 1 to Form S-3 filed by the Issuer on January 4, 2018.

(b) The Reporting Persons have the shared power to vote or direct the vote of 5,239,538 Shares to which this filing relates; and have the shared power to dispose or direct the disposition of 5,239,538 Shares to which this filing relates.

(c) None of the Reporting Persons nor the persons listed in Appendix A of the Initial Schedule 13D has effected such transactions in Issuer common stock during the past 60 days.

(d) No person other than the Reporting Persons has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Shares.

(e) Inapplicable

Item 7. Exhibits

See the Exhibit Index below, which is incorporated by reference herein.

EXHIBIT INDEX

99.1 Letter of Intent, dated January 25, 2018, from Hong Kong Meisheng Cultural Company Limited to the Board of Directors of Jakks Pacific, Inc.

SIGNATURE

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

Dated: January 26, 2018

HONG KONG MEISHENG CULTURAL COMPANY LIMITED

By: /s/ Xiaoqiang Zhao
Xiaoqiang Zhao, its Executive Director

MEISHENG CULTURAL AND CREATIVE CORP., LTD

By: /s/ Xiaoqiang Zhao
Xiaoqiang Zhao, its Director

Attention. Intentional misstatements or omissions of fact constitute federal criminal violations (see 18 U.S.C. 1001).



January 25, 2018

The Board of Directors
JAKKS Pacific, Inc.
2951 28th Street, Santa Monica
California, 90405

Dear Sirs,

Hong Kong Meisheng Cultural Company Limited (“Hong Kong Meisheng”), a wholly owned subsidiary of Meisheng Cultural and Creative Corp., Ltd. (“Meisheng”), is pleased to submit this non-binding proposal (the “Proposal”) indicating our interest in purchasing newly issued, primary shares of common stock (the “Common Stock”) of JAKKS Pacific, Inc. (“JAKKS” or the “Company”) through a private placement (the “Transaction”) and, for the purpose of financial consolidation, increasing our shareholding and voting rights in JAKKS to 51.0% upon completion of the Transaction. We believe that maintaining the Company’s listing status will allow current shareholders to participate alongside Meisheng in any future upside from the potential growth and operational synergies that may result from the Transaction.

Meisheng has been a business partner of JAKKS for more than a decade. Our strategic investment in the Company last year is evidence of Meisheng’s confidence in JAKKS’ strategy, management and future success. We also believe that the Company is at a critical point in its growth trajectory and furthering its strategic relationship with Meisheng will provide incremental value to all shareholders. JAKKS’ recent hire of Jared Wolfson, an experienced digital entertainment professional, reaffirms the Company’s commitment to original content creation, a strategic vision that perfectly aligns with our core strength. The success of Studio JP to date provides further reason for excitement surrounding the prospects of the proposed investment. We understand JAKKS’ business model, growth prospects, end markets, as well as the headwinds facing the industry and are capable of devoting resources to support JAKKS’ future growth plans. The Transaction, upon successful completion, will bring our strategic relationship closer and will provide the opportunity to execute on our joint vision, while simultaneously creating the opportunity for a more profitable business and additional value creation for all shareholders.

Meisheng is a market leader in China’s IP industry with proven IP development capability. We have created an IP operation and transformational platform consisting of consumer products, animation, games and media, which centers on IP derivatives. We are convinced that JAKKS’ strong evergreen properties, partner brands and licenses, coupled with our IP portfolio and extensive market resources and access, could bring a better experience to consumers in China, and expand JAKKS’ market share in China.

We are pleased to proceed with the Transaction under the terms and conditions set forth below:

1. **Purchase Price:** Our proposed consideration payable for the Company's Common Stock acquired in the Transaction will be US\$2.95 in cash per share (the "Purchase Price"). This price represents a premium of approximately 18.0% to the Company's closing price on January 24, 2018, and a premium of approximately 19.8% to the volume weighted average price over the last 30 trading days. The Purchase Price is based on our review to date of JAKKS' historical operational and financial performance and preliminary analysis of similar transactions involving Chinese investments in U.S. public companies, and is subject to our completion of the confirmatory due diligence and better understanding of the Company's future business prospects and forecast.
2. **Purchase Shares:** We propose to subscribe for newly issued, primary shares of Common Stock from the Company, which will increase our total shareholding and the voting rights in the Company to 51.0% upon completion of the Transaction assuming no conversion of the Company's outstanding convertible senior notes.
3. **Warrant:** We propose that a warrant shall be issued to us pursuant to which we shall have the right to purchase, at the lower of (i) the Purchase Price and (ii) per share purchase price being offered to any third party, such number of shares of Common Stock that would enable us to maintain a 51% shareholding in the Company in the event that any third parties elect to convert their convertible senior notes into Common Stock. We shall also have a contractual right to purchase its pro rata portion of any newly issued equity or equity-linked securities the Company proposes to offer.
4. **Board of Directors:** We shall have the right to name and appoint a number of the Company's directors and members of the committees of the board of directors commensurate with its ownership.
5. **Funding:** Meisheng has considerable financial resources and longstanding banking relationships. We intend to fund the Transaction through a combination of existing cash on hand and/or other financing sources (to the extent required for the restructuring or refinancing of the Company's outstanding convertible senior notes). We and Houlihan Lokey, our financial advisor, are also prepared to work closely with the Company's management and its advisors in the near-term to optimize the post-transaction capital structure.
6. **Due Diligence:** We would need to complete customary confirmatory diligence process, and in particular, we would focus on the following areas:
 - Review of IP portfolio and key licensing agreements
 - Analysis of cost structure and understanding of procurement management
 - Review of labor and employment related documents
 - Review of future business plan and projected financial performance developed by the management

We have engaged Morgan, Lewis & Bockius, EKS&H and KPMG as our legal, accounting & tax, and business and operational due diligence advisors, respectively, and will dedicate all resources necessary to move our due diligence as quickly as possible toward the execution of documentation.

7. **Process and Timing:** This Proposal is subject to satisfactory completion of our due diligence review and the negotiation of mutually acceptable definitive agreements containing customary closing conditions. We anticipate completing all of our due diligence and negotiating the definitive transaction documentation in parallel with the goal of reaching definitive agreements expeditiously. Completion of the Transaction is subject to customary conditions for a transaction of this type, which include the approvals to be obtained from our Board of Directors, shareholders and regulatory authorities including those from the China Securities Regulatory Commission and Shenzhen Stock Exchange. In addition to obtaining the foregoing approvals, the Transaction will also be subject to the obtaining of all material consents and to the successful resolution of the change of control provisions of the convertible senior notes. We anticipate that you would also obtain all other necessary approvals, consents, and waivers on your end. We envisage that it will take 3-4 months to close the Transaction following the execution of definitive agreements.
8. **Confidentiality:** This Proposal and any subsequent discussions by the Parties relating thereto, to the extent not otherwise disclosed by Hong Kong Meisheng or Meisheng as required by applicable law, legal or regulatory process or stock exchange rule, is confidential and the terms thereof will be disclosed by the Company or its affiliates to any person or entity other than its officers, directors, agents, attorneys, accountants, advisors and representatives (collectively, "Representatives"), and then, in each case, only on a confidential and "need to know" basis in connection with the Transaction contemplated herein; provided, however, that the Company may disclose the existence and the terms hereof to the extent required, in the opinion of its counsel, by applicable law, legal or regulatory process or stock exchange rule. The Company will be responsible for any disclosure by it and its Representatives in violation of this paragraph.
9. **Non-binding Effect:** This Proposal does not constitute an offer that is capable of acceptance for the sale and purchase of any securities or a legally binding obligation or commitment by Hong Kong Meisheng or Meisheng to consummate a Transaction. Such an obligation or commitment will result only from the execution of the definitive agreements, and then will be on the terms provided in such documentations. Notwithstanding the foregoing, the confidentiality provision under paragraph 8 shall be binding on the parties.

Again, we believe enhancing the strategic partnership between JAKKS and Meisheng through this Transaction will drive accelerated value for both entities and our respective shareholders. We look forward to working with you toward the completion of a successful Transaction.

Yours sincerely,

Hong Kong Meisheng Cultural Company Limited

By: /s/ Xiaoqiang Zhao

Xiaoqiang Zhao

Executive Director

cc: Morgan, Lewis & Bockius, LLP: Robert G. Robison, Yan Zeng, Ning Zhang
Houlihan Lokey, Inc.: Weimin Chen, Joseph Mooney