

Registration No. _____

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8 REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

JAKKS PACIFIC, INC.
(Exact name of issuer as specified in its charter)

DELAWARE	95-4527222
(State or other jurisdiction of Incorporation or organization)	(I.R.S. Employer Identification No.)

24955 Pacific Coast Highway, #B202
Malibu, California 90265
(Address of principal executive offices)

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- A. STOCK OPTION AGREEMENT DATED AUGUST 28, 1997 BY
AND BETWEEN JAKKS PACIFIC, INC. AND JOSEPH
CHARLES & ASSOCIATES, INC.
- B. STOCK OPTION AGREEMENTS DATED AS OF JUNE 18, 1996
BY AND BETWEEN JAKKS PACIFIC, INC. AND
SHELDON WEINER SALES ORGANIZATION, INC.
- C. STOCK OPTION AGREEMENTS DATED SEPTEMBER 1, 1995,
BY AND BETWEEN JAKKS PACIFIC, INC. AND EACH OF MURRAY BASS,
JOEL BENNETT, GINA HANCOCK, WILLS HON AND BRUCE KATZ

(Full title of the plans)

Jack Friedman, President
JAKKS PACIFIC, INC.
24955 Pacific Coast Highway, #B202
Malibu, California 90265
(310) 456-7799
(Name, address and telephone number,
including area code, of agent for service)

Copy to:

Murray L. Skala, Esq.
FEDER, KASZOVITZ, ISAACSON, WEBER, SKALA & BASS LLP
750 Lexington Avenue
New York, New York 10022
(212) 888-8200

Approximate date of commencement of proposed sale to the public:
From time to time after the Registration Statement becomes effective.

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CALCULATION OF REGISTRATION FEE

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Title of securities to be registered	Amount to be registered	Proposed maximum offering price per share*	Proposed maximum aggregate offering price**	Amount of registration fee
-----	-----	-----	-----	-----
Common Stock (\$0.001 par value)	138,250 shares	\$2.00	\$276,500	\$83.79
Common Stock (\$0.001 par value)	25,000 shares	\$7.625	\$190,625	\$57.76
Common Stock (\$0.001 par value)	50,000 shares	\$7.50	\$375,000	\$113.63
Common Stock (\$0.001 par value)	50,000 shares	\$6.875	\$343,750	\$104.16
Total				\$359.34

* Represents the exercise price of the options covering the shares included herein.

** Determined in accordance with Rule 457(h) of the Securities Act of 1933, as amended, solely for purposes of calculating the registration fee.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Certain Documents by Reference.

The following documents filed with the Securities and Exchange Commission (the "Commission") by JAKKS Pacific, Inc., a Delaware corporation (the "Company" or the "Registrant"), pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the Securities Act of 1933, as amended (the "Securities Act"), are incorporated by reference in this Registration Statement:

(a) The Company's Annual Report on Form 10-KSB for the year ended December 31, 1996.

(b) The Company's Quarterly Reports on Form 10-QSB for the quarterly periods ended March 31, 1997 and June 30, 1997.

(c) The description of the Common Stock set forth in the Company's Registration Statement on Form 8-A, filed March 29, 1996 and any amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all shares of Common Stock offered hereby have been sold or which deregisters all Securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is incorporated or deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

The Company's Common Stock is registered under Section 12 of the Exchange Act. See Item 3(c) above.

Item 5. Interests of Named Experts and Counsel.

Murray L. Skala, a director of the Company and a member of the firm of Feder, Kaszovitz, Isaacson, Weber, Skala & Bass

LLP, the Company's legal counsel, has been granted by the Company, in consideration for his services as a director, options to purchase up to 21,700 shares of the Company's Common Stock at varying exercise prices.

Item 6. Indemnification of Officers and Directors.

The Company's Certificate of Incorporation provides that the personal liability of the directors of the Company shall be limited to the fullest extent permitted by the provisions of Section 102(b)(7) of the General Corporation Law of the State of Delaware (the "DGCL"). Section 102(b)(7) of the DGCL generally provides that no director shall be liable personally to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that the Certificate of Incorporation does not eliminate the liability of a director for (i) any breach of the director's duty of loyalty to the Company or its stockholders; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) acts or omissions in respect of certain unlawful dividend payments or stock redemptions or repurchases; or (iv) any transaction from which such director derives improper personal benefit. The effect of this provision is to eliminate the rights of the Company and its stockholders (through stockholders' derivative suits on behalf of the Company) to recover monetary damages against a director for breach of her or his fiduciary duty of care as a director (including breaches resulting from negligent or grossly negligent behavior) except in the situations described in clauses (i) through (iv) above. The limitations summarized above, however, do not affect the ability of the Company or its stockholders to seek nonmonetary remedies, such as an injunction or rescission, against a director for breach of her or his fiduciary duty. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, or persons controlling the Company pursuant to the foregoing provisions, the Company has been informed that in the opinion of the Securities and Exchange Commission (the "Commission"), such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

In addition, the Certificate of Incorporation provides that the Company shall, to the fullest extent permitted by Section 145 of the DGCL, indemnify all persons whom it may indemnify pursuant to Section 145 of the DGCL. Section 145 of the DGCL permits a company to indemnify an officer or director who was or is a party or is threatened to be made a party to any proceeding because of his or her position, if the officer or director acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

The Company maintains a directors' and officers' liability insurance policy covering certain liabilities that may be incurred by directors and officers in connection with the performance of their duties. The entire premium for such insurance is paid by the Company.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Number -----	Description of Exhibit -----
4.1	Consulting Agreement by and between the Company and Sheldon Weiner Sales Organization, Inc. dated June 18, 1996
4.2	Stock Option Agreement by and between the Company and Sheldon Weiner Sales Organization, Inc. dated June 18, 1996
4.3	Restated Stock Option Agreement by and between the Company and Sheldon Weiner Sales Organization, Inc. dated June 18, 1996
4.4	Stock Option Agreement by and between the Company and Murray Bass dated September 1, 1995
4.5	Stock Option Agreement by and between the Company and Joel Bennett dated September 1, 1995
4.6	Stock Option Agreement by and between the Company and Gina Hancock dated September 1, 1995
4.7	Stock Option Agreement by and between the Company and Wills Hon dated September 1, 1995
4.8	Stock Option Agreement by and between the Company and Bruce Katz dated September 1, 1995
4.9	Consulting Agreement by and between the Company and Joseph Charles & Associates, Inc. dated August 28, 1997
4.10	Stock Option Agreement by and between the Company and Joseph Charles & Associates, Inc. dated August 28, 1997

- 5 Opinion of Feder, Kaszovitz, Isaacson, Weber, Skala & Bass LLP
- 24.1 Consent of Pannell Kerr Forster, Certified Public Accountants,
A Professional Corporation
- 24.2 Consent of Feder, Kaszovitz, Isaacson, Weber, Skala & Bass LLP
(contained in Exhibit 5)

Item 9. Required Undertakings

The undersigned Registrant hereby undertakes, except as otherwise specifically provided in the rules of the Securities and Exchange Commission promulgated under the Securities Act, that:

(a) The Registrant will:

(i) For determining liability under the Securities Act, treat each post-effective amendment as a new registration statement of the securities offered, and the offering of the securities at that time shall be deemed to be the initial bona fide offering.

(ii) File a post-effective amendment to remove from registration any of the securities that remain unsold at the end of the offering.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Malibu and State of California on the 5th day of September, 1997.

JAKKS PACIFIC, INC.

By: /s/ Jack Friedman

Jack Friedman, President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

Signature -----	Title -----	Date ----
/s/ Jack Friedman ----- Jack Friedman	Director, Chief Executive Officer and President (Principal Executive Officer)	September 5, 1997
/s/ Stephen G. Berman ----- Stephen G. Berman	Director, Executive Vice President and Secretary	September 5, 1997
/s/ Joel M. Bennett ----- Joel M. Bennett	Chief Financial Officer (Principal Financial Officer)	September 5, 1997
/s/ Murray L. Skala ----- Murray L. Skala	Director	September 5, 1997
/s/ Michael G. Miller ----- Michael G. Miller	Director	September 5, 1997
/s/ Robert E. Glick ----- Robert E. Glick	Director	September 5, 1997

INDEX OF EXHIBITS

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5	Opinion of Feder, Kaszovitz, Isaacson, Weber, Skala & Bass LLP
24.1	Consent of Pannell Kerr Forster, Certified Public Accountants, A Professional Corporation
24.2	Consent of Feder, Kaszovitz, Isaacson, Weber, Skala & Bass LLP (contained in Exhibit 5)

CONSULTING AGREEMENT

AGREEMENT dated as of June 18, 1996, by and between SHELDON WEINER SALES ORGANIZATION, INC. , having an address at 200 Fifth Avenue - Suite 1225 New York, New York 10010 (the "Consultant") and JAKKS PACIFIC, INC., a Delaware corporation with an address at 24955 Pacific Coast Highway, #B202, Malibu, California 90265 (the "Company").

W I T N E S S E T H :

WHEREAS, Consultant has been serving as a toy representative for the Company; and

WHEREAS, both Consultant and the Company desire to change their relationship in order for Consultant to become a consultant for the Company, rather than a toy representative, upon the terms and conditions more specifically set forth herein; and

WHEREAS, Consultant agrees to waive any benefits, compensation claims or commissions to which he was entitled or may become entitled under his arrangement with the Company for his services as a toy representative, except for an option granted to Consultant to purchase 25,000 shares of the Company's Common Stock, as is discussed in paragraph 4 below;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. Services and Duties. Commencing on the date of this Agreement, the Company shall retain Consultant, and Consultant shall serve the Company, as a consultant, until June 18, 2001. Consultant shall assist the Company by (i) monitoring toy products for their popularity, (ii) meeting with various retailers, and (iii) consulting with the Company on a periodic basis as to developments in the toy industry. Consultant shall provide all of such services, at the request of the Company, subject to the limitations of paragraph 2 hereafter.

2. Time Requirements. The Company acknowledges that Consultant is or may be involved in other businesses, including his own toy representation business, to which he is required to devote a substantial amount of its time and attention. Consultant shall be free to devote his time and attention to such other activities as he deems appropriate and shall render consultive services to the Company subject to the his availability and other commitments.

3. Compensation for Consultant's Services. The Company shall grant to Consultant, in consideration for the consulting services provided by him hereunder, non-incentive options (the "Option") to purchase up to fifty thousand (50,000) shares of the Company's Common Stock at a price of \$7.50 per share. The terms and conditions of such

Option are those set forth in the form of Stock Option Agreement annexed hereto as Exhibit A.

4. Previously Granted Option.

The option to purchase 25,000 shares of the Company's Common Stock, at an exercise price of \$7.625, granted to Consultant on May 16, 1996, in connection with his position as a toy representative for the Company, shall continue under the terms of the agreement evidencing such option, with the exception that the entire option shall vest in full upon the execution of this Agreement.

5. Notices. Any notice required to be given hereunder shall be delivered personally or sent by overnight courier or registered or certified mail, return receipt requested, addressed, if to Consultant, to the address set forth at the beginning of this Agreement, and if to the Company, to the address set forth at the beginning of this Agreement, or to such other addresses as the parties shall notify each other in the manner provided for notice in this paragraph 5, with copies to Feder, Kaszovitz, Isaacson, Weber, Skala & Bass LLP, 750 Lexington Avenue, 23rd Floor, New York, New York 10022, Attn: Murray L. Skala, Esq.

6. Choice of Law. This Agreement shall be governed by and construed under the laws of the State of New York, without regard to its conflict-of-laws rules.

7. Waiver of Breach. The waiver by either the Company or Consultant of a breach of any provision of this Agreement shall not operate or be construed as a waiver or any subsequent breach by the Company or Consultant.

8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of both the Company and Consultant and their respective successors, heirs and legal representatives, but neither this Agreement nor any rights hereunder may be assigned by either party without the consent in writing of the other party.

9. Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless the same is in writing and signed by both of the parties hereto.

10. Severability. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this Agreement. Such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions had never been a part of this Agreement.

11. Entire Agreement. This Agreement contains the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all prior agreements, and understandings written or oral, between the Company and Consultant, with the exception of the option to purchase 25,000 shares of the Company's Common Stock discussed above in paragraph.

This Agreement may be executed in counterparts, which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

JAKKS PACIFIC, INC.

By:

Jack Friedman
President and CEO

SHELDON WEINER SALES ORGANIZATION, INC.

By:

SHELDON WEINER

THIS OPTION HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, OFFERED FOR SALE, ASSIGNED, TRANSFERRED OR OTHERWISE DISPOSED OF, UNLESS REGISTERED PURSUANT TO THE PROVISIONS OF THAT ACT OR AN OPINION OF COUNSEL TO THE COMPANY IS OBTAINED STATING THAT SUCH DISPOSITION IS IN COMPLIANCE WITH AN AVAILABLE EXEMPTION FROM SUCH REGISTRATION.

JAKKS PACIFIC, INC.

(Incorporated under the laws of the State of Delaware)

Void after 5:00 p.m., P.S.T., on JUNE 18, 2001

Option to Purchase
50,000 Shares of
Common Stock

CERTIFICATE OF OPTION AGREEMENT
FOR THE PURCHASE OF SHARES OF COMMON STOCK

June 18, 1996

JAKKS PACIFIC, INC., a Delaware corporation (the "Company"), hereby certifies that SHELDON WEINER SALES ORGANIZATION, INC. (the "Optionee") is entitled, subject to the provisions of this option (this "Option"), to purchase, from the Company, during the period commencing on June 18, 1996 and expiring at 5:00 p.m. Pacific Standard Time on June 18, 2001, up to FIFTY THOUSAND (50,000) shares of Common Stock, par value \$.001 per share, of the Company (the "Stock") at a price of \$7.50 per share (the "Exercise Price"), to be exercisable as hereinafter provided.

Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Option, the Company shall execute and deliver a new Option of

like tenor and date.

The Optionee agrees with the Company that this Option is issued, and all the rights hereunder shall be held, subject to all of the conditions, limitations and provisions set forth herein.

1. Exercise of Option. The Optionee's right to exercise this Option, in whole or in part, shall vest immediately with respect to all fifty thousand (50,000) shares available hereunder.

2. Expiration of Option. This Option shall not be exercisable after 5:00 p.m. P.D.T. on June 18, 2001.

3. Non-Assignability of Option. This Option shall not be given, granted, sold, exchanged, transferred, pledged, assigned or otherwise incumbered or disposed of by the Optionee, otherwise than by Will or the laws of descent and distribution, and, during the lifetime or existence of the Optionee, shall not be exercisable by any other person, but only by the Optionee.

4. Method of Exercise of Option. The Optionee shall notify the Company by written notice sent by registered or certified mail, return receipt requested, addressed to its principal office, or by hand delivery to such office, properly receipted, as to the number of shares of Stock which the Optionee desires to purchase under this Option, which written notice shall be accompanied by the Optionee's check payable to the order of the Company for the full option price of such shares of Stock. As soon as practicable after the receipt of such written notice the Company shall, at its principal office, tender to the Optionee a certificate or certificates issued in the Optionee's name evidencing the shares of Stock purchased by the Optionee hereunder.

5. Investment Representation. The Optionee represents that at the time of any exercise of this Option, where the shares of Stock are not registered under the Securities Act of 1933, as amended, such Stock will be acquired for investment and not for resale or with a view to the distribution thereof. Upon exercise of this Option and the issuance of any of the shares thereunder, all certificates representing shares shall bear on the face thereof substantially the following legend:

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, ASSIGNED, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT AND ANY APPLICABLE STATE SECURITIES LAW OR AN EXEMPTION FROM REGISTRATION AND AN OPINION OF COUNSEL TO JAKKS PACIFIC, INC. THAT SUCH REGISTRATION IS NOT REQUIRED."

6. Anti-Dilution.

6.1 Adjustments. In the event that the Company shall have effected one or more stock splits, reverse splits, or readjustments, stock dividends, or other increases or reductions of the number of outstanding shares of Common Stock of the Company, or issued as dividends on the outstanding shares of Common Stock of the Company other securities convertible into shares of Common Stock of the Company, without receiving compensation therefor in money, services or property (any such event being hereinafter referred to as a "Dilutive Event"), the Holder shall be entitled to receive for the aggregate payments to be made by him for the Stock, the number of shares of Common Stock or other securities the Holder would have been entitled to receive as a result of any such Dilutive Event if he had immediately prior to such Dilutive Event exercised this Option and paid for and received the Stock.

6.2 Merger, Consolidation or Recapitalization. In the event of the recapitalization, merger or consolidation of the Company with or into another corporation the Holder shall be entitled to receive upon payment of the Exercise Price, such securities of such other corporation with or into which the Company shall have been merged or consolidated as the Holder would have received if he had immediately prior to such recapitalization, merger or consolidation exercised this Option and paid for and received the Stock.

7. No Rights as Stockholder. The Optionee shall have no rights as a Stockholder in respect to the shares of Stock as to which this Option shall not have been exercised and payment made as herein provided.

8. Binding Effect. Except as herein otherwise expressly provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

9. Qualification or Exemption of Option. The sale of the Option (and underlying shares of Stock) which is the subject of this agreement has not been qualified with the Commissioner of Corporations of the State of California and the issuance of the Option and the underlying shares of Stock or the payment or receipt of any part of the consideration therefore prior to the qualification is unlawful, unless the sale of such securities is exempt from qualification by Section 25100, 25102 or 25105 of the California Corporations code. The rights of all parties to this agreement are expressly conditioned upon the qualification being obtained, unless the sale is so exempt.

10. Nonstatutory Option. This Option is not intended to be an incentive stock option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

12. Notices. Any notice hereunder shall be delivered by hand or by registered or

certified mail, return receipt requested to a party at its address set forth above with a copy to Feder, Kaszovitz, Isaacson, Weber, Skala & Bass LLP, 750 Lexington Avenue, New York, New York 10022-1200, subject to the right of either party to designate at any time hereafter, in writing, some other address.

IN WITNESS WHEREOF, the Company has caused this Option to be signed on its behalf, in its corporate name, by its duly authorized officer, all as of the day and year first above written.

JAKKS PACIFIC, INC.

By:

Jack Friedman
President

OPTION EXERCISE FORM

(To be executed by the Optionee to exercise the rights to purchase Common Stock evidenced by the within Option)

JAKKS PACIFIC, INC.
24955 Pacific Coast Highway
#B202
Malibu, California 90265

The undersigned hereby exercises the right to purchase ____ shares of the Stock (as such term is defined in this Option) pursuant to and in accordance with the terms and conditions of this Option, and herewith makes payment of \$ therefor, and requests that a certificate for such shares be issued in the name of the undersigned and be delivered to the undersigned at the address stated below, and, if such number of shares shall not be all of the shares purchasable hereunder, that a new Option of like tenor for the balance of the remaining shares purchasable hereunder be delivered to the undersigned at the address stated below:

Dated:

Signed: _____

Address:

THIS OPTION HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, OFFERED FOR SALE, ASSIGNED, TRANSFERRED OR OTHERWISE DISPOSED OF, UNLESS REGISTERED PURSUANT TO THE PROVISIONS OF THAT ACT OR AN OPINION OF COUNSEL TO THE COMPANY IS OBTAINED STATING THAT SUCH DISPOSITION IS IN COMPLIANCE WITH AN AVAILABLE EXEMPTION FROM SUCH REGISTRATION.

JAKKS PACIFIC, INC.

(Incorporated under the laws of the State of Delaware)

Void after 5:00 p.m., P.S.T., on MAY 16, 2002

Option to Purchase
25,000 Shares of
Common Stock

RESTATED CERTIFICATE OF OPTION AGREEMENT
FOR THE PURCHASE OF SHARES OF COMMON STOCK

June 18, 1996

JAKKS PACIFIC, INC., a Delaware corporation (the "Company"), hereby certifies that SHELDON WEINER SALES ORGANIZATION, INC. (the "Optionee") is entitled, subject to the provisions of this option (this "Option"), to purchase, from the Company, during the period commencing on May 16, 1996 and expiring at 5:00 p.m. Pacific Standard Time on May 16, 2002, up to TWENTY-FIVE THOUSAND (25,000) shares of Common Stock, par value \$.001 per share, of the Company (the "Stock") at a price of \$7.625 per share (the "Exercise Price"), to be exercisable as hereinafter provided.

Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Option, the Company shall execute and deliver a new Option of like tenor and date.

The Optionee agrees with the Company that this Option is issued, and all the rights hereunder shall be held, subject to all of the conditions, limitations and provisions set forth herein.

1. Exercise of Option. The Optionee's right to exercise this Option, in whole or in part, shall vest immediately with respect to all twenty-five thousand (25,000) shares available hereunder.

2. Expiration of Option. This Option shall not be exercisable after 5:00 p.m. P.D.T. on May 16, 2002.

3. Non-Assignability of Option. This Option shall not be given, granted, sold, exchanged, transferred, pledged, assigned or otherwise incumbered or disposed of by the Optionee, otherwise than by Will or the laws of descent and distribution, and, during the lifetime or existence of the Optionee, shall not be exercisable by any other person, but only by the Optionee.

4. Method of Exercise of Option. The Optionee shall notify the Company by written notice sent by registered or certified mail, return receipt requested, addressed to its principal office, or by hand delivery to such office, properly receipted, as to the number of shares of Stock which the Optionee desires to purchase under this Option, which written notice shall be accompanied by the Optionee's check payable to the order of the Company for the full option price of such shares of Stock. As soon as practicable after the receipt of such written notice the Company shall, at its principal office, tender to the Optionee a certificate or certificates issued in the Optionee's name evidencing the shares of Stock purchased by the Optionee hereunder.

5. Investment Representation. The Optionee represents that at the time of any exercise of this Option, where the shares of Stock are not registered under the Securities Act of 1933, as amended, such Stock will be acquired for investment and not for resale or with a view to the distribution thereof. Upon exercise of this Option and the issuance of any of the shares thereunder, all certificates representing shares shall bear on the face thereof substantially the following legend:

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, ASSIGNED, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT AND ANY APPLICABLE STATE SECURITIES LAW OR AN EXEMPTION FROM REGISTRATION AND AN OPINION OF COUNSEL TO JAKKS PACIFIC, INC. THAT

SUCH REGISTRATION IS NOT REQUIRED."

6. Anti-Dilution.

6.1 Adjustments. In the event that the Company shall have effected one or more stock splits, reverse splits, or readjustments, stock dividends, or other increases or reductions of the number of outstanding shares of Common Stock of the Company, or issued as dividends on the outstanding shares of Common Stock of the Company other securities convertible into shares of Common Stock of the Company, without receiving compensation therefor in money, services or property (any such event being hereinafter referred to as a "Dilutive Event"), the Holder shall be entitled to receive for the aggregate payments to be made by him for the Stock, the number of shares of Common Stock or other securities the Holder would have been entitled to receive as a result of any such Dilutive Event if he had immediately prior to such Dilutive Event exercised this Option and paid for and received the Stock.

6.2 Merger, Consolidation or Recapitalization. In the event of the recapitalization, merger or consolidation of the Company with or into another corporation the Holder shall be entitled to receive upon payment of the Exercise Price, such securities of such other corporation with or into which the Company shall have been merged or consolidated as the Holder would have received if he had immediately prior to such recapitalization, merger or consolidation exercised this Option and paid for and received the Stock.

7. No Rights as Stockholder. The Optionee shall have no rights as a Stockholder in respect to the shares of Stock as to which this Option shall not have been exercised and payment made as herein provided.

8. Binding Effect. Except as herein otherwise expressly provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

9. Qualification or Exemption of Option. The sale of the Option (and underlying shares of Stock) which is the subject of this agreement has not been qualified with the Commissioner of Corporations of the State of California and the issuance of the Option and the underlying shares of Stock or the payment or receipt of any part of the consideration therefore prior to the qualification is unlawful, unless the sale of such securities is exempt from qualification by Section 25100, 25102 or 25105 of the California Corporations code. The rights of all parties to this agreement are expressly conditioned upon the qualification being obtained, unless the sale is so exempt.

10. Nonstatutory Option. This Option is not intended to be an incentive stock option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

12. Notices. Any notice hereunder shall be delivered by hand or by registered or certified mail, return receipt requested to a party at its address set forth above with a copy to Feder, Kaszovitz, Isaacson, Weber, Skala & Bass LLP, 750 Lexington Avenue, New York, New York 10022-1200, subject to the right of either party to designate at any time hereafter, in writing, some other address.

IN WITNESS WHEREOF, the Company has caused this Option to be signed on its behalf, in its corporate name, by its duly authorized officer, all as of the day and year first above written.

JAKKS PACIFIC, INC.

By:

Jack Friedman
President

OPTION EXERCISE FORM

(To be executed by the Optionee to exercise the rights to purchase Common Stock evidenced by the within Option)

JAKKS PACIFIC, INC.
24955 Pacific Coast Highway
#B202
Malibu, California 90265

The undersigned hereby exercises the right to purchase _____ shares of the Stock (as such term is defined in this Option) pursuant to and in accordance with the terms and conditions of this Option, and herewith makes payment of \$_____ therefor, and requests that a certificate for such shares be issued in the name of the undersigned and be delivered to the undersigned at the address stated below, and, if such number of shares shall not be all of the shares purchasable hereunder, that a new Option of like tenor for the balance of the remaining shares purchasable hereunder be delivered to the undersigned at the address stated below:

Dated:

Signed: _____

Address:

THIS OPTION HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, OFFERED FOR SALE, ASSIGNED, TRANSFERRED OR OTHERWISE DISPOSED OF, UNLESS REGISTERED PURSUANT TO THE PROVISIONS OF THAT ACT OR AN OPINION OF COUNSEL TO THE COMPANY IS OBTAINED STATING THAT SUCH DISPOSITION IS IN COMPLIANCE WITH AN AVAILABLE EXEMPTION FROM SUCH REGISTRATION.

JAKKS PACIFIC, INC.

(Incorporated under the laws of the State of Delaware)

Void after 5:00 p.m., P.S.T., on SEPTEMBER 1, 2001

Option to Purchase
45,000 Shares of
Common Stock

RESTATED OPTION FOR THE PURCHASE OF SHARES OF COMMON STOCK

September 1, 1995

JAKKS PACIFIC, INC., a Delaware corporation (the "Company"), hereby certifies that MURRAY BASS (the "Optionee") is entitled, subject to the provisions of this option (this "Option"), to purchase, from the Company, during the period commencing on September 1, 1995 and expiring at 5:00 p.m. Pacific Standard Time on September 1, 2001, up to FORTY-FIVE THOUSAND (45,000) shares of Common Stock, par value \$.001 per share, of the Company (the "Stock") at a price of \$2.00 per share (the "Exercise Price"), to be exercisable as hereinafter provided.

Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Option, the Company shall execute and deliver a new Option of like tenor and date.

The Optionee agrees with the Company that this Option is issued, and all the rights hereunder shall be held, subject to all of the conditions, limitations and provisions set forth herein.

1. Exercise of Option. This Option shall be exercisable by the Optionee to the extent of the following number of shares of Stock commencing on the following dates:

Number of Shares -----	Date After Which Shares Can Be Purchased -----
11,250 Shares	September 1, 1996
an additional 11,250 Shares	September 1, 1997
an additional 11,250 Shares	September 1, 1998
an additional 11,250 Shares	September 1, 1999

2. Expiration of Option. This Option shall not be exercisable after 5:00 p.m. P.D.T. on September 1, 2001.

3. Non-Assignability of Option. This Option shall not be given, granted, sold, exchanged, transferred, pledged, assigned or otherwise incumbered or disposed of by the Optionee, otherwise than by Will or the laws of descent and distribution, and, during the lifetime of the Optionee, shall not be exercisable by any other person, but only by the Optionee.

4. Method of Exercise of Option. The Optionee shall notify the Company by written notice sent by registered or certified mail, return receipt requested, addressed to its principal office, or by hand delivery to such office, properly receipted, as to the number of shares of Stock which the Optionee desires to purchase under this Option, which written notice shall be accompanied by the Optionee's check payable to the order of the Company for the full option price of such shares of Stock. As soon as practicable after the receipt of such written notice the Company shall, at its principal office, tender to the Optionee a certificate or certificates issued in the Optionee's name evidencing the shares of Stock purchased by the Optionee hereunder.

5. Death or Termination of Employment or Services. If the employment or services of the Optionee by the Company or a subsidiary corporation of the Company shall be terminated voluntarily by the Optionee or for cause by the Company, this Option shall expire forthwith, but if such employment or services shall be terminated for any other reason (except death or

disability), then this Option may not be exercised at any time later than three (3) months after such termination of the Optionee's employment and then only to purchase those number of shares of Stock subject to this Option, that the Optionee was entitled to purchase, upon exercise of this Option, prior to such termination of the Optionee's employment. If the Optionee dies (i) while employed by or in the service of the Company or a subsidiary corporation of the Company, or (ii) within three (3) months after termination of the Optionee's employment or services (except if such termination of employment caused this Option to expire forthwith, as in this Section 5 provided), then this Option may be exercised by the estate of the Optionee, or by a person who acquired the right to exercise this Option by bequest or inheritance or by reason of the death of the Optionee, at any time within one (1) year after such death. If the Optionee's employment or services with the Company or such subsidiary are terminated because of permanent and total disability while employed by or in the service of the Company or such subsidiary, this Option may be exercised at any time within one (1) year after termination of the Optionee's employment or service due to the disability. Provided, however, that nothing in this Section 5 provided shall extend the term of this Option beyond September 1, 2001, nor give any person the right to purchase shares of Stock subject to this Option which could not be purchased by the Optionee prior to the termination of the Optionee's employment with the Company or such subsidiary.

6. Investment Representation. The Optionee represents that at the time of any exercise of this Option, where the shares of Stock are not registered under the Securities Act of 1933, as amended, such Stock will be acquired for investment and not for resale or with a view to the distribution thereof. Upon exercise of this Option and the issuance of any of the shares thereunder, all certificates representing shares shall bear on the face thereof substantially the following legend:

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, ASSIGNED, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT AND ANY APPLICABLE STATE SECURITIES LAW OR AN EXEMPTION FROM REGISTRATION AND AN OPINION OF COUNSEL TO JAKKS PACIFIC, INC. THAT SUCH REGISTRATION IS NOT REQUIRED."

7. Anti-Dilution.

7.1 Adjustments. In the event that the Company shall have effected one or more stock splits, reverse splits, or readjustments, stock dividends, or other increases or reductions of the number of outstanding shares of Common Stock of the Company, or issued as dividends on the outstanding shares of Common Stock of the Company other securities convertible into shares

of Common Stock of the Company, without receiving compensation therefor in money, services or property (any such event being hereinafter referred to as a "Dilutive Event"), the Optionee shall be entitled to receive for the aggregate payments to be made by him for the Stock, the number of shares of Common Stock or other securities the Optionee would have been entitled to receive as a result of any such Dilutive Event if Optionee had immediately prior to such Dilutive Event exercised this Option and paid for and received the Stock. If fractional shares would result from any such adjustment, the adjustment shall be revised to the next lower whole number of shares.

7.2 Merger, Consolidation or Recapitalization. In the event of the recapitalization, merger or consolidation of the Company with or into another corporation the Optionee shall be entitled to receive upon payment of the Exercise Price, such securities of such other corporation with or into which the Company shall have been merged or consolidated as the Optionee would have received if Optionee had immediately prior to such recapitalization, merger or consolidation exercised this Option and paid for and received the Stock.

8. No Rights as Stockholder. The Optionee shall have no rights as a Stockholder in respect to the shares of Stock as to which this Option shall not have been exercised and payment made as herein provided.

9. Binding Effect. Except as herein otherwise expressly provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

10. Qualification or Exemption of Option. The sale of the Option (and underlying shares of Stock) which is the subject of this agreement has not been qualified with the Commissioner of Corporations of the State of California and the issuance of the Option and the underlying shares of Stock or the payment or receipt of any part of the consideration therefore prior to the qualification is unlawful, unless the sale of such securities is exempt from qualification by Section 25100, 25102 or 25105 of the California Corporations code. The rights of all parties to this agreement are expressly conditioned upon the qualification being obtained, unless the sale is so exempt.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

12. Notices. Any notice hereunder shall be delivered by hand or by registered or certified mail, return receipt requested to a party at its address set forth above with a copy to Feder, Kaszovitz, Isaacson, Weber, Skala & Bass LLP, 750 Lexington Avenue, New York, New York 10022-1200, subject to the right of either party to designate at any time hereafter, in writing, some other address.

IN WITNESS WHEREOF, the Company has caused this Option to be signed on its

behalf, in its corporate name, by its duly authorized officer, all as of the day and year first above written.

JAKKS PACIFIC, INC.

By:

Jack Friedman
President

OPTION EXERCISE FORM

(To be executed by the Optionee to exercise the rights to purchase Common Stock evidenced by the within Option)

JAKKS PACIFIC, INC.
24955 Pacific Coast Highway
#B202
Malibu, California 90265

The undersigned hereby exercises the right to purchase _____ shares of the Stock (as such term is defined in this Option) pursuant to and in accordance with the terms and conditions of this Option, and herewith makes payment of \$_____ therefor, and requests that a certificate for such shares be issued in the name of the undersigned and be delivered to the undersigned at the address stated below, and, if such number of shares shall not be all of the shares purchasable hereunder, that a new Option of like tenor for the balance of the remaining shares purchasable hereunder be delivered to the undersigned at the address stated below:

Dated:

Signed: _____

Address:

THIS OPTION HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, OFFERED FOR SALE, ASSIGNED, TRANSFERRED OR OTHERWISE DISPOSED OF, UNLESS REGISTERED PURSUANT TO THE PROVISIONS OF THAT ACT OR AN OPINION OF COUNSEL TO THE COMPANY IS OBTAINED STATING THAT SUCH DISPOSITION IS IN COMPLIANCE WITH AN AVAILABLE EXEMPTION FROM SUCH REGISTRATION.

JAKKS PACIFIC, INC.

(Incorporated under the laws of the State of Delaware)

Void after 5:00 p.m., P.S.T., on SEPTEMBER 1, 2001

Option to Purchase
66,500 Shares of
Common Stock

RESTATED OPTION FOR THE PURCHASE OF SHARES OF COMMON STOCK

September 1, 1995

JAKKS PACIFIC, INC., a Delaware corporation (the "Company"), hereby certifies that JOEL BENNETT (the "Optionee") is entitled, subject to the provisions of this option (this "Option"), to purchase, from the Company, during the period commencing on September 1, 1995 and expiring at 5:00 p.m. Pacific Standard Time on September 1, 2001, up to SIXTY-SIX THOUSAND FIVE HUNDRED (66,500) shares of Common Stock, par value \$.001 per share, of the Company (the "Stock") at a price of \$2.00 per share (the "Exercise Price"), to be exercisable as hereinafter provided.

Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Option, the Company shall execute and deliver a new Option of like tenor and date.

The Optionee agrees with the Company that this Option is issued, and all the rights hereunder shall be held, subject to all of the conditions, limitations and provisions set forth herein.

1. Exercise of Option. This Option shall be exercisable by the Optionee to the extent of the following number of shares of Stock commencing on the following dates:

Number of Shares -----	Date After Which Shares Can Be Purchased -----
16,625 Shares	September 1, 1996
an additional 16,625 Shares	September 1, 1997
an additional 16,625 Shares	September 1, 1998
an additional 16,625 Shares	September 1, 1999

2. Expiration of Option. This Option shall not be exercisable after 5:00 p.m. P.D.T. on September 1, 2001.

3. Non-Assignability of Option. This Option shall not be given, granted, sold, exchanged, transferred, pledged, assigned or otherwise incumbered or disposed of by the Optionee, otherwise than by Will or the laws of descent and distribution, and, during the lifetime of the Optionee, shall not be exercisable by any other person, but only by the Optionee.

4. Method of Exercise of Option. The Optionee shall notify the Company by written notice sent by registered or certified mail, return receipt requested, addressed to its principal office, or by hand delivery to such office, properly receipted, as to the number of shares of Stock which the Optionee desires to purchase under this Option, which written notice shall be accompanied by the Optionee's check payable to the order of the Company for the full option price of such shares of Stock. As soon as practicable after the receipt of such written notice the Company shall, at its principal office, tender to the Optionee a certificate or certificates issued in the Optionee's name evidencing the shares of Stock purchased by the Optionee hereunder.

5. Death or Termination of Employment or Services. If the employment or services of the Optionee by the Company or a subsidiary corporation of the Company shall be terminated voluntarily by the Optionee or for cause by the Company, this Option shall expire forthwith, but if such employment or services shall be terminated for any other reason (except death or

disability), then this Option may not be exercised at any time later than three (3) months after such termination of the Optionee's employment and then only to purchase those number of shares of Stock subject to this Option, that the Optionee was entitled to purchase, upon exercise of this Option, prior to such termination of the Optionee's employment. If the Optionee dies (i) while employed by or in the service of the Company or a subsidiary corporation of the Company, or (ii) within three (3) months after termination of the Optionee's employment or services (except if such termination of employment caused this Option to expire forthwith, as in this Section 5 provided), then this Option may be exercised by the estate of the Optionee, or by a person who acquired the right to exercise this Option by bequest or inheritance or by reason of the death of the Optionee, at any time within one (1) year after such death. If the Optionee's employment or services with the Company or such subsidiary are terminated because of permanent and total disability while employed by or in the service of the Company or such subsidiary, this Option may be exercised at any time within one (1) year after termination of the Optionee's employment or service due to the disability. Provided, however, that nothing in this Section 5 provided shall extend the term of this Option beyond September 1, 2001, nor give any person the right to purchase shares of Stock subject to this Option which could not be purchased by the Optionee prior to the termination of the Optionee's employment with the Company or such subsidiary.

6. Investment Representation. The Optionee represents that at the time of any exercise of this Option, where the shares of Stock are not registered under the Securities Act of 1933, as amended, such Stock will be acquired for investment and not for resale or with a view to the distribution thereof. Upon exercise of this Option and the issuance of any of the shares thereunder, all certificates representing shares shall bear on the face thereof substantially the following legend:

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, ASSIGNED, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT AND ANY APPLICABLE STATE SECURITIES LAW OR AN EXEMPTION FROM REGISTRATION AND AN OPINION OF COUNSEL TO JAKKS PACIFIC, INC. THAT SUCH REGISTRATION IS NOT REQUIRED."

7. Anti-Dilution.

7.1 Adjustments. In the event that the Company shall have effected one or more stock splits, reverse splits, or readjustments, stock dividends, or other increases or reductions of the number of outstanding shares of Common Stock of the Company, or issued as dividends on the outstanding shares of Common Stock of the Company other securities convertible into shares

of Common Stock of the Company, without receiving compensation therefor in money, services or property (any such event being hereinafter referred to as a "Dilutive Event"), the Optionee shall be entitled to receive for the aggregate payments to be made by him for the Stock, the number of shares of Common Stock or other securities the Optionee would have been entitled to receive as a result of any such Dilutive Event if Optionee had immediately prior to such Dilutive Event exercised this Option and paid for and received the Stock. If fractional shares would result from any such adjustment, the adjustment shall be revised to the next lower whole number of shares.

7.2 Merger, Consolidation or Recapitalization. In the event of the recapitalization, merger or consolidation of the Company with or into another corporation the Optionee shall be entitled to receive upon payment of the Exercise Price, such securities of such other corporation with or into which the Company shall have been merged or consolidated as the Optionee would have received if Optionee had immediately prior to such recapitalization, merger or consolidation exercised this Option and paid for and received the Stock.

8. No Rights as Stockholder. The Optionee shall have no rights as a Stockholder in respect to the shares of Stock as to which this Option shall not have been exercised and payment made as herein provided.

9. Binding Effect. Except as herein otherwise expressly provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

10. Qualification or Exemption of Option. The sale of the Option (and underlying shares of Stock) which is the subject of this agreement has not been qualified with the Commissioner of Corporations of the State of California and the issuance of the Option and the underlying shares of Stock or the payment or receipt of any part of the consideration therefore prior to the qualification is unlawful, unless the sale of such securities is exempt from qualification by Section 25100, 25102 or 25105 of the California Corporations code. The rights of all parties to this agreement are expressly conditioned upon the qualification being obtained, unless the sale is so exempt.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

12. Notices. Any notice hereunder shall be delivered by hand or by registered or certified mail, return receipt requested to a party at its address set forth above with a copy to Feder, Kaszovitz, Isaacson, Weber, Skala & Bass LLP, 750 Lexington Avenue, New York, New York 10022-1200, subject to the right of either party to designate at any time hereafter, in writing, some other address.

IN WITNESS WHEREOF, the Company has caused this Option to be signed on its

behalf, in its corporate name, by its duly authorized officer, all as of the day and year first above written.

JAKKS PACIFIC, INC.

By:

Jack Friedman
President

OPTION EXERCISE FORM

(To be executed by the Optionee to exercise the rights to purchase Common Stock evidenced by the within Option)

JAKKS PACIFIC, INC.
24955 Pacific Coast Highway
#B202
Malibu, California 90265

The undersigned hereby exercises the right to purchase _____ shares of the Stock (as such term is defined in this Option) pursuant to and in accordance with the terms and conditions of this Option, and herewith makes payment of \$_____ therefor, and requests that a certificate for such shares be issued in the name of the undersigned and be delivered to the undersigned at the address stated below, and, if such number of shares shall not be all of the shares purchasable hereunder, that a new Option of like tenor for the balance of the remaining shares purchasable hereunder be delivered to the undersigned at the address stated below:

Dated:

Signed: _____

Address:

THIS OPTION HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, OFFERED FOR SALE, ASSIGNED, TRANSFERRED OR OTHERWISE DISPOSED OF, UNLESS REGISTERED PURSUANT TO THE PROVISIONS OF THAT ACT OR AN OPINION OF COUNSEL TO THE COMPANY IS OBTAINED STATING THAT SUCH DISPOSITION IS IN COMPLIANCE WITH AN AVAILABLE EXEMPTION FROM SUCH REGISTRATION.

JAKKS PACIFIC, INC.

(Incorporated under the laws of the State of Delaware)

Void after 5:00 p.m., P.S.T., on SEPTEMBER 1, 2001

Option to Purchase
15,000 Shares of
Common Stock

RESTATED OPTION FOR THE PURCHASE OF SHARES OF COMMON STOCK

September 1, 1995

JAKKS PACIFIC, INC., a Delaware corporation (the "Company"), hereby certifies that GINA HANCOCK (the "Optionee") is entitled, subject to the provisions of this option (this "Option"), to purchase, from the Company, during the period commencing on September 1, 1995 and expiring at 5:00 p.m. Pacific Standard Time on September 1, 2001, up to FIFTEEN THOUSAND (15,000) shares of Common Stock, par value \$.001 per share, of the Company (the "Stock") at a price of \$2.00 per share (the "Exercise Price"), to be exercisable as hereinafter provided.

Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Option, the Company shall execute and deliver a new Option of like tenor and date.

The Optionee agrees with the Company that this Option is issued, and all the rights hereunder shall be held, subject to all of the conditions, limitations and provisions set forth herein.

1. Exercise of Option. This Option shall be exercisable by the Optionee to the extent of the following number of shares of Stock commencing on the following dates:

Number of Shares -----	Date After Which Shares Can Be Purchased -----
3,750 Shares	September 1, 1996
an additional 3,750 Shares	September 1, 1997
an additional 3,750 Shares	September 1, 1998
an additional 3,750 Shares	September 1, 1999

2. Expiration of Option. This Option shall not be exercisable after 5:00 p.m. P.D.T. on September 1, 2001.

3. Non-Assignability of Option. This Option shall not be given, granted, sold, exchanged, transferred, pledged, assigned or otherwise incumbered or disposed of by the Optionee, otherwise than by Will or the laws of descent and distribution, and, during the lifetime of the Optionee, shall not be exercisable by any other person, but only by the Optionee.

4. Method of Exercise of Option. The Optionee shall notify the Company by written notice sent by registered or certified mail, return receipt requested, addressed to its principal office, or by hand delivery to such office, properly receipted, as to the number of shares of Stock which the Optionee desires to purchase under this Option, which written notice shall be accompanied by the Optionee's check payable to the order of the Company for the full option price of such shares of Stock. As soon as practicable after the receipt of such written notice the Company shall, at its principal office, tender to the Optionee a certificate or certificates issued in the Optionee's name evidencing the shares of Stock purchased by the Optionee hereunder.

5. Death or Termination of Employment or Services. If the employment or services of the Optionee by the Company or a subsidiary corporation of the Company shall be terminated voluntarily by the Optionee or for cause by the Company, this Option shall expire forthwith, but if such employment or services shall be terminated for any other reason (except death or

disability), then this Option may not be exercised at any time later than three (3) months after such termination of the Optionee's employment and then only to purchase those number of shares of Stock subject to this Option, that the Optionee was entitled to purchase, upon exercise of this Option, prior to such termination of the Optionee's employment. If the Optionee dies (i) while employed by or in the service of the Company or a subsidiary corporation of the Company, or (ii) within three (3) months after termination of the Optionee's employment or services (except if such termination of employment caused this Option to expire forthwith, as in this Section 5 provided), then this Option may be exercised by the estate of the Optionee, or by a person who acquired the right to exercise this Option by bequest or inheritance or by reason of the death of the Optionee, at any time within one (1) year after such death. If the Optionee's employment or services with the Company or such subsidiary are terminated because of permanent and total disability while employed by or in the service of the Company or such subsidiary, this Option may be exercised at any time within one (1) year after termination of the Optionee's employment or service due to the disability. Provided, however, that nothing in this Section 5 provided shall extend the term of this Option beyond September 1, 2001, nor give any person the right to purchase shares of Stock subject to this Option which could not be purchased by the Optionee prior to the termination of the Optionee's employment with the Company or such subsidiary.

6. Investment Representation. The Optionee represents that at the time of any exercise of this Option, where the shares of Stock are not registered under the Securities Act of 1933, as amended, such Stock will be acquired for investment and not for resale or with a view to the distribution thereof. Upon exercise of this Option and the issuance of any of the shares thereunder, all certificates representing shares shall bear on the face thereof substantially the following legend:

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, ASSIGNED, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT AND ANY APPLICABLE STATE SECURITIES LAW OR AN EXEMPTION FROM REGISTRATION AND AN OPINION OF COUNSEL TO JAKKS PACIFIC, INC. THAT SUCH REGISTRATION IS NOT REQUIRED."

7. Anti-Dilution.

7.1 Adjustments. In the event that the Company shall have effected one or more stock splits, reverse splits, or readjustments, stock dividends, or other increases or reductions of the number of outstanding shares of Common Stock of the Company, or issued as dividends on the outstanding shares of Common Stock of the Company other securities convertible into shares

of Common Stock of the Company, without receiving compensation therefor in money, services or property (any such event being hereinafter referred to as a "Dilutive Event"), the Optionee shall be entitled to receive for the aggregate payments to be made by him for the Stock, the number of shares of Common Stock or other securities the Optionee would have been entitled to receive as a result of any such Dilutive Event if Optionee had immediately prior to such Dilutive Event exercised this Option and paid for and received the Stock. If fractional shares would result from any such adjustment, the adjustment shall be revised to the next lower whole number of shares.

7.2 Merger, Consolidation or Recapitalization. In the event of the recapitalization, merger or consolidation of the Company with or into another corporation the Optionee shall be entitled to receive upon payment of the Exercise Price, such securities of such other corporation with or into which the Company shall have been merged or consolidated as the Optionee would have received if Optionee had immediately prior to such recapitalization, merger or consolidation exercised this Option and paid for and received the Stock.

8. No Rights as Stockholder. The Optionee shall have no rights as a Stockholder in respect to the shares of Stock as to which this Option shall not have been exercised and payment made as herein provided.

9. Binding Effect. Except as herein otherwise expressly provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

10. Qualification or Exemption of Option. The sale of the Option (and underlying shares of Stock) which is the subject of this agreement has not been qualified with the Commissioner of Corporations of the State of California and the issuance of the Option and the underlying shares of Stock or the payment or receipt of any part of the consideration therefore prior to the qualification is unlawful, unless the sale of such securities is exempt from qualification by Section 25100, 25102 or 25105 of the California Corporations code. The rights of all parties to this agreement are expressly conditioned upon the qualification being obtained, unless the sale is so exempt.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

12. Notices. Any notice hereunder shall be delivered by hand or by registered or certified mail, return receipt requested to a party at its address set forth above with a copy to Feder, Kaszovitz, Isaacson, Weber, Skala & Bass LLP, 750 Lexington Avenue, New York, New York 10022-1200, subject to the right of either party to designate at any time hereafter, in writing, some other address.

IN WITNESS WHEREOF, the Company has caused this Option to be signed on its

behalf, in its corporate name, by its duly authorized officer, all as of the day and year first above written.

JAKKS PACIFIC, INC.

By:

Jack Friedman
President

OPTION EXERCISE FORM

(To be executed by the Optionee to exercise the rights to purchase Common Stock evidenced by the within Option)

JAKKS PACIFIC, INC.
24955 Pacific Coast Highway
#B202
Malibu, California 90265

The undersigned hereby exercises the right to purchase _____ shares of the Stock (as such term is defined in this Option) pursuant to and in accordance with the terms and conditions of this Option, and herewith makes payment of \$_____ therefor, and requests that a certificate for such shares be issued in the name of the undersigned and be delivered to the undersigned at the address stated below, and, if such number of shares shall not be all of the shares purchasable hereunder, that a new Option of like tenor for the balance of the remaining shares purchasable hereunder be delivered to the undersigned at the address stated below:

Dated:

Signed: _____

Address:

THIS OPTION HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, OFFERED FOR SALE, ASSIGNED, TRANSFERRED OR OTHERWISE DISPOSED OF, UNLESS REGISTERED PURSUANT TO THE PROVISIONS OF THAT ACT OR AN OPINION OF COUNSEL TO THE COMPANY IS OBTAINED STATING THAT SUCH DISPOSITION IS IN COMPLIANCE WITH AN AVAILABLE EXEMPTION FROM SUCH REGISTRATION.

JAKKS PACIFIC, INC.

(Incorporated under the laws of the State of Delaware)

Void after 5:00 p.m., P.S.T., on SEPTEMBER 1, 2001

Option to Purchase
15,000 Shares of
Common Stock

RESTATED OPTION FOR THE PURCHASE OF SHARES OF COMMON STOCK

September 1, 1995

JAKKS PACIFIC, INC., a Delaware corporation (the "Company"), hereby certifies that WILLS HON (the "Optionee") is entitled, subject to the provisions of this option (this "Option"), to purchase, from the Company, during the period commencing on September 1, 1995 and expiring at 5:00 p.m. Pacific Standard Time on September 1, 2001, up to FIFTEEN THOUSAND (15,000) shares of Common Stock, par value \$.001 per share, of the Company (the "Stock") at a price of \$2.00 per share (the "Exercise Price"), to be exercisable as hereinafter provided.

Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Option, the Company shall execute and deliver a new Option of like tenor and date.

The Optionee agrees with the Company that this Option is issued, and all the rights hereunder shall be held, subject to all of the conditions, limitations and provisions set forth herein.

1. Exercise of Option. This Option shall be exercisable by the Optionee to the extent of the following number of shares of Stock commencing on the following dates:

Number of Shares -----	Date After Which Shares Can Be Purchased -----
3,750 Shares	September 1, 1996
an additional 3,750 Shares	September 1, 1997
an additional 3,750 Shares	September 1, 1998
an additional 3,750 Shares	September 1, 1999

2. Expiration of Option. This Option shall not be exercisable after 5:00 p.m. P.D.T. on September 1, 2001.

3. Non-Assignability of Option. This Option shall not be given, granted, sold, exchanged, transferred, pledged, assigned or otherwise incumbered or disposed of by the Optionee, otherwise than by Will or the laws of descent and distribution, and, during the lifetime of the Optionee, shall not be exercisable by any other person, but only by the Optionee.

4. Method of Exercise of Option. The Optionee shall notify the Company by written notice sent by registered or certified mail, return receipt requested, addressed to its principal office, or by hand delivery to such office, properly receipted, as to the number of shares of Stock which the Optionee desires to purchase under this Option, which written notice shall be accompanied by the Optionee's check payable to the order of the Company for the full option price of such shares of Stock. As soon as practicable after the receipt of such written notice the Company shall, at its principal office, tender to the Optionee a certificate or certificates issued in the Optionee's name evidencing the shares of Stock purchased by the Optionee hereunder.

5. Death or Termination of Employment or Services. If the employment or services of the Optionee by the Company or a subsidiary corporation of the Company shall be terminated voluntarily by the Optionee or for cause by the Company, this Option shall expire forthwith, but if such employment or services shall be terminated for any other reason (except death or

disability), then this Option may not be exercised at any time later than three (3) months after such termination of the Optionee's employment and then only to purchase those number of shares of Stock subject to this Option, that the Optionee was entitled to purchase, upon exercise of this Option, prior to such termination of the Optionee's employment. If the Optionee dies (i) while employed by or in the service of the Company or a subsidiary corporation of the Company, or (ii) within three (3) months after termination of the Optionee's employment or services (except if such termination of employment caused this Option to expire forthwith, as in this Section 5 provided), then this Option may be exercised by the estate of the Optionee, or by a person who acquired the right to exercise this Option by bequest or inheritance or by reason of the death of the Optionee, at any time within one (1) year after such death. If the Optionee's employment or services with the Company or such subsidiary are terminated because of permanent and total disability while employed by or in the service of the Company or such subsidiary, this Option may be exercised at any time within one (1) year after termination of the Optionee's employment or service due to the disability. Provided, however, that nothing in this Section 5 provided shall extend the term of this Option beyond September 1, 2001, nor give any person the right to purchase shares of Stock subject to this Option which could not be purchased by the Optionee prior to the termination of the Optionee's employment with the Company or such subsidiary.

6. Investment Representation. The Optionee represents that at the time of any exercise of this Option, where the shares of Stock are not registered under the Securities Act of 1933, as amended, such Stock will be acquired for investment and not for resale or with a view to the distribution thereof. Upon exercise of this Option and the issuance of any of the shares thereunder, all certificates representing shares shall bear on the face thereof substantially the following legend:

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, ASSIGNED, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT AND ANY APPLICABLE STATE SECURITIES LAW OR AN EXEMPTION FROM REGISTRATION AND AN OPINION OF COUNSEL TO JAKKS PACIFIC, INC. THAT SUCH REGISTRATION IS NOT REQUIRED."

7. Anti-Dilution.

7.1 Adjustments. In the event that the Company shall have effected one or more stock splits, reverse splits, or readjustments, stock dividends, or other increases or reductions of the number of outstanding shares of Common Stock of the Company, or issued as dividends on the outstanding shares of Common Stock of the Company other securities convertible into shares

of Common Stock of the Company, without receiving compensation therefor in money, services or property (any such event being hereinafter referred to as a "Dilutive Event"), the Optionee shall be entitled to receive for the aggregate payments to be made by him for the Stock, the number of shares of Common Stock or other securities the Optionee would have been entitled to receive as a result of any such Dilutive Event if Optionee had immediately prior to such Dilutive Event exercised this Option and paid for and received the Stock. If fractional shares would result from any such adjustment, the adjustment shall be revised to the next lower whole number of shares.

7.2 Merger, Consolidation or Recapitalization. In the event of the recapitalization, merger or consolidation of the Company with or into another corporation the Optionee shall be entitled to receive upon payment of the Exercise Price, such securities of such other corporation with or into which the Company shall have been merged or consolidated as the Optionee would have received if Optionee had immediately prior to such recapitalization, merger or consolidation exercised this Option and paid for and received the Stock.

8. No Rights as Stockholder. The Optionee shall have no rights as a Stockholder in respect to the shares of Stock as to which this Option shall not have been exercised and payment made as herein provided.

9. Binding Effect. Except as herein otherwise expressly provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

10. Qualification or Exemption of Option. The sale of the Option (and underlying shares of Stock) which is the subject of this agreement has not been qualified with the Commissioner of Corporations of the State of California and the issuance of the Option and the underlying shares of Stock or the payment or receipt of any part of the consideration therefore prior to the qualification is unlawful, unless the sale of such securities is exempt from qualification by Section 25100, 25102 or 25105 of the California Corporations code. The rights of all parties to this agreement are expressly conditioned upon the qualification being obtained, unless the sale is so exempt.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

12. Notices. Any notice hereunder shall be delivered by hand or by registered or certified mail, return receipt requested to a party at its address set forth above with a copy to Feder, Kaszovitz, Isaacson, Weber, Skala & Bass LLP, 750 Lexington Avenue, New York, New York 10022-1200, subject to the right of either party to designate at any time hereafter, in writing, some other address.

IN WITNESS WHEREOF, the Company has caused this Option to be signed on its

behalf, in its corporate name, by its duly authorized officer, all as of the day and year first above written.

JAKKS PACIFIC, INC.

By:

Jack Friedman
President

OPTION EXERCISE FORM

(To be executed by the Optionee to exercise the rights to purchase Common Stock evidenced by the within Option)

JAKKS PACIFIC, INC.
24955 Pacific Coast Highway
#B202
Malibu, California 90265

The undersigned hereby exercises the right to purchase _____ shares of the Stock (as such term is defined in this Option) pursuant to and in accordance with the terms and conditions of this Option, and herewith makes payment of \$_____ therefor, and requests that a certificate for such shares be issued in the name of the undersigned and be delivered to the undersigned at the address stated below, and, if such number of shares shall not be all of the shares purchasable hereunder, that a new Option of like tenor for the balance of the remaining shares purchasable hereunder be delivered to the undersigned at the address stated below:

Dated:

Signed: _____

Address:

THIS OPTION HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, OFFERED FOR SALE, ASSIGNED, TRANSFERRED OR OTHERWISE DISPOSED OF, UNLESS REGISTERED PURSUANT TO THE PROVISIONS OF THAT ACT OR AN OPINION OF COUNSEL TO THE COMPANY IS OBTAINED STATING THAT SUCH DISPOSITION IS IN COMPLIANCE WITH AN AVAILABLE EXEMPTION FROM SUCH REGISTRATION.

JAKKS PACIFIC, INC.

(Incorporated under the laws of the State of Delaware)

Void after 5:00 p.m., P.S.T., on SEPTEMBER 1, 2001

Option to Purchase
135,000 Shares of
Common Stock

RESTATED OPTION FOR THE PURCHASE OF SHARES OF COMMON STOCK

September 1, 1995

JAKKS PACIFIC, INC., a Delaware corporation (the "Company"), hereby certifies that BRUCE KATZ (the "Optionee") is entitled, subject to the provisions of this option (this "Option"), to purchase, from the Company, during the period commencing on September 1, 1995 and expiring at 5:00 p.m. Pacific Standard Time on September 1, 2001, up to ONE HUNDRED THIRTY-FIVE THOUSAND (135,000) shares of Common Stock, par value \$.001 per share, of the Company (the "Stock") at a price of \$2.00 per share (the "Exercise Price"), to be exercisable as hereinafter provided.

Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Option, the Company shall execute and deliver a new Option of like tenor and date.

The Optionee agrees with the Company that this Option is issued, and all the rights hereunder shall be held, subject to all of the conditions, limitations and provisions set forth herein.

1. Exercise of Option. This Option shall be exercisable by the Optionee to the extent of the following number of shares of Stock commencing on the following dates:

Number of Shares -----	Date After Which Shares Can Be Purchased -----
33,750 Shares	September 1, 1996
an additional 33,750 Shares	September 1, 1997
an additional 33,750 Shares	September 1, 1998
an additional 33,750 Shares	September 1, 1999

2. Expiration of Option. This Option shall not be exercisable after 5:00 p.m. P.D.T. on September 1, 2001.

3. Non-Assignability of Option. This Option shall not be given, granted, sold, exchanged, transferred, pledged, assigned or otherwise incumbered or disposed of by the Optionee, otherwise than by Will or the laws of descent and distribution, and, during the lifetime of the Optionee, shall not be exercisable by any other person, but only by the Optionee.

4. Method of Exercise of Option. The Optionee shall notify the Company by written notice sent by registered or certified mail, return receipt requested, addressed to its principal office, or by hand delivery to such office, properly receipted, as to the number of shares of Stock which the Optionee desires to purchase under this Option, which written notice shall be accompanied by the Optionee's check payable to the order of the Company for the full option price of such shares of Stock. As soon as practicable after the receipt of such written notice the Company shall, at its principal office, tender to the Optionee a certificate or certificates issued in the Optionee's name evidencing the shares of Stock purchased by the Optionee hereunder.

5. Death or Termination of Employment or Services. If the employment or services of the Optionee by the Company or a subsidiary corporation of the Company shall be terminated voluntarily by the Optionee or for cause by the Company, this Option shall expire forthwith, but if such employment or services shall be terminated for any other reason (except death or

disability), then this Option may not be exercised at any time later than three (3) months after such termination of the Optionee's employment and then only to purchase those number of shares of Stock subject to this Option, that the Optionee was entitled to purchase, upon exercise of this Option, prior to such termination of the Optionee's employment. If the Optionee dies (i) while employed by or in the service of the Company or a subsidiary corporation of the Company, or (ii) within three (3) months after termination of the Optionee's employment or services (except if such termination of employment caused this Option to expire forthwith, as in this Section 5 provided), then this Option may be exercised by the estate of the Optionee, or by a person who acquired the right to exercise this Option by bequest or inheritance or by reason of the death of the Optionee, at any time within one (1) year after such death. If the Optionee's employment or services with the Company or such subsidiary are terminated because of permanent and total disability while employed by or in the service of the Company or such subsidiary, this Option may be exercised at any time within one (1) year after termination of the Optionee's employment or service due to the disability. Provided, however, that nothing in this Section 5 provided shall extend the term of this Option beyond September 1, 2001, nor give any person the right to purchase shares of Stock subject to this Option which could not be purchased by the Optionee prior to the termination of the Optionee's employment with the Company or such subsidiary.

6. Investment Representation. The Optionee represents that at the time of any exercise of this Option, where the shares of Stock are not registered under the Securities Act of 1933, as amended, such Stock will be acquired for investment and not for resale or with a view to the distribution thereof. Upon exercise of this Option and the issuance of any of the shares thereunder, all certificates representing shares shall bear on the face thereof substantially the following legend:

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, ASSIGNED, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT AND ANY APPLICABLE STATE SECURITIES LAW OR AN EXEMPTION FROM REGISTRATION AND AN OPINION OF COUNSEL TO JAKKS PACIFIC, INC. THAT SUCH REGISTRATION IS NOT REQUIRED."

7. Anti-Dilution.

7.1 Adjustments. In the event that the Company shall have effected one or more stock splits, reverse splits, or readjustments, stock dividends, or other increases or reductions of the number of outstanding shares of Common Stock of the Company, or issued as dividends on the outstanding shares of Common Stock of the Company other securities convertible into shares

of Common Stock of the Company, without receiving compensation therefor in money, services or property (any such event being hereinafter referred to as a "Dilutive Event"), the Optionee shall be entitled to receive for the aggregate payments to be made by him for the Stock, the number of shares of Common Stock or other securities the Optionee would have been entitled to receive as a result of any such Dilutive Event if Optionee had immediately prior to such Dilutive Event exercised this Option and paid for and received the Stock. If fractional shares would result from any such adjustment, the adjustment shall be revised to the next lower whole number of shares.

7.2 Merger, Consolidation or Recapitalization. In the event of the recapitalization, merger or consolidation of the Company with or into another corporation the Optionee shall be entitled to receive upon payment of the Exercise Price, such securities of such other corporation with or into which the Company shall have been merged or consolidated as the Optionee would have received if Optionee had immediately prior to such recapitalization, merger or consolidation exercised this Option and paid for and received the Stock.

8. No Rights as Stockholder. The Optionee shall have no rights as a Stockholder in respect to the shares of Stock as to which this Option shall not have been exercised and payment made as herein provided.

9. Binding Effect. Except as herein otherwise expressly provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

10. Qualification or Exemption of Option. The sale of the Option (and underlying shares of Stock) which is the subject of this agreement has not been qualified with the Commissioner of Corporations of the State of California and the issuance of the Option and the underlying shares of Stock or the payment or receipt of any part of the consideration therefore prior to the qualification is unlawful, unless the sale of such securities is exempt from qualification by Section 25100, 25102 or 25105 of the California Corporations code. The rights of all parties to this agreement are expressly conditioned upon the qualification being obtained, unless the sale is so exempt.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

12. Notices. Any notice hereunder shall be delivered by hand or by registered or certified mail, return receipt requested to a party at its address set forth above with a copy to Feder, Kaszovitz, Isaacson, Weber, Skala & Bass LLP, 750 Lexington Avenue, New York, New York 10022-1200, subject to the right of either party to designate at any time hereafter, in writing, some other address.

IN WITNESS WHEREOF, the Company has caused this Option to be signed on its

behalf, in its corporate name, by its duly authorized officer, all as of the day and year first above written.

JAKKS PACIFIC, INC.

By:

Jack Friedman
President

OPTION EXERCISE FORM

(To be executed by the Optionee to exercise the rights to purchase Common Stock evidenced by the within Option)

JAKKS PACIFIC, INC.
24955 Pacific Coast Highway
#B202
Malibu, California 90265

The undersigned hereby exercises the right to purchase _____ shares of the Stock (as such term is defined in this Option) pursuant to and in accordance with the terms and conditions of this Option, and herewith makes payment of \$_____ therefor, and requests that a certificate for such shares be issued in the name of the undersigned and be delivered to the undersigned at the address stated below, and, if such number of shares shall not be all of the shares purchasable hereunder, that a new Option of like tenor for the balance of the remaining shares purchasable hereunder be delivered to the undersigned at the address stated below:

Dated:

Signed: _____

Address:

Joseph Charles & Associates, Inc.
9701 Wilshire Blvd., Suite 900
Beverly Hills, CA 90212
(310)274-4402

July 31, 1997

Mr. Jack Friedman
JAKKS Pacific, Inc.
24955 Pacific Coast Highway, #B202
Malibu, CA 90265

Re: Engagement Agreement

Dear Mr. Friedman,

This letter (the "Engagement Letter" or "Agreement") will confirm the engagement of Joseph Charles & Associates, Inc. ("JCA") by JAKKS Pacific, Inc. ("the Company") to render financial advising and consulting services on a non-exclusive basis as described below.

In connection with this engagement, the Company will furnish JCA such information and data ("the Information") relating to the Company as JCA reasonably requests and will provide JCA with reasonable access to the Company's offices, directors, employees, counsel and independent accountants. JCA may rely upon the Information without independently verifying it and does not assume responsibility for its accuracy or completeness. JCA will not make an independent appraisal of the assets of the Company but will familiarize itself with the business operations, financial condition and prospects of the Company, and will review such corporate documents involving the Company as JCA in its sole discretion deems necessary.

JCA will also work with JAKKS Pacific, Inc. in developing a long term financial strategy which may include future public offerings, private placements, or strategic partnerships. As part of the strategic planning process JCA will review with management criteria for potential acquisitions and JCA will mount an active campaign to identify potential targets and act as the Company's financial consultant in connection with any acquisitions. The Company will be under no obligation to consummate a transaction with any target; however, in the event it does acquire a company, JCA will be paid a separate fee to be negotiated consistent with the prevailing rate and fees in the industry, not to exceed 6% of the purchase price.

JAKKS Pacific, Inc.
July 31, 1997
Page 2

In consideration of JCA's services, the Company agrees to pay JCA 50,000 warrants exercisable at 6 7/8. The Company also agrees to reimburse JCA for any reasonable out of pocket expenses incurred by JCA in connection with services under this engagement; provided all such expenses are approved in advance by the Company.

1. Liability of JCA. In furnishing the Company with advice and other services as herein provided, neither JCA nor any officer, director or agent thereof shall be liable to the Company or its creditors for errors in judgment or anything except willful malfeasance, bad faith or gross negligence in the performance of its duties or reckless disregard of its obligations and duties under the terms of this Agreement.

It is further understood and agreed that JCA may rely upon information furnished to it reasonably believed to be accurate and reliable and that, except as herein provided, JCA shall not be accountable for any loss suffered by the Company by reason of the Company's action or non-action on the basis of any advice, recommendation or approval of JCA, its partners, employees or agents.

2. Other Activities of JCA. The Company recognizes that JCA now renders and may continue render consulting, financial and other services to other companies which may or may not have policies and conduct activities similar to those of the Company. JCA shall be free to render such advice and other services and the Company hereby consents thereto. JCA shall not be required to devote its full time and attention to the performance of its duties under this Agreement, but shall devote only so much of its time and attention as it deems reasonable or necessary for such purposes. JCA does not intend to be engaged by a direct competitor of JAKKS Pacific, Inc. without prior written approval.

3. Control. Nothing contained herein shall be deemed to require the Company to take any action contrary to its Certificate of Incorporation or By-Laws, or any applicable statute or regulation, or to deprive its Board of Directors of their responsibility for any control of the conduct or the affairs of the Company.

The term of this Agreement shall be for thirty six months commence from the date of your acceptance of this Engagment Letter as evidenced below (the "Initial Term"). Notwithstanding anything to the contrary in the prior sentence hereto, the Company will remain obligated to pay JCA the fees set forth above for introducing a merger or acquisition candidate.

JAKKS Pacific, Inc.
July 31, 1997
Page 3

All prior agreements between the parties are hereby terminated and superseded by the terms here in contained. This Agreement cannot be modified or changed. Nor can any of its provisions be waived, except by written agreement signed by all parties hereto.

This Agreement shall be governed by and construed to be in accordance with the laws of the State of New York applicable to contracts made and to be performed solely in such State by citizens thereof. The parties hereto shall deliver notices to each other by personal delivery or by registered mail (return receipt requested) at the addresses set forth above.

All controversies or claims between the parties hereto or arising out of or relating to the business combination contemplated by this Agreement, including but not limited to the making or enforcement of documents relating thereto, shall be resolved by arbitration in accordance with applicable rules of the American Arbitration Association. Judgment on the arbitrator's award may be entered in any court having jurisdiction. If any action or proceeding is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all of its reasonable attorney's fees and costs.

If the terms and conditions of this Engagement Letter confirm our agreement and understanding, please execute the copy of this Engagement Letter in the space provided below and return it to us.

Very truly yours,

JOSEPH CHARLES & ASSOCIATES, INC.

By: _____
Richard A. Rappaport
Managing Director

Agreed to and accepted this
28th day of August, 1997:

JAKKS PACIFIC, INC.

By: _____
Jack Friedman
President and CEO

THIS OPTION HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, OFFERED FOR SALE, ASSIGNED, TRANSFERRED OR OTHERWISE DISPOSED OF, UNLESS REGISTERED PURSUANT TO THE PROVISIONS OF THAT ACT OR AN OPINION OF COUNSEL TO THE COMPANY IS OBTAINED STATING THAT SUCH DISPOSITION IS IN COMPLIANCE WITH AN AVAILABLE EXEMPTION FROM SUCH REGISTRATION.

JAKKS PACIFIC, INC.

(Incorporated under the laws of the State of Delaware)

Void after 5:00 p.m., P.S.T., on AUGUST 28, 2002

Option to Purchase
50,000 Shares of
Common Stock

CERTIFICATE OF OPTION AGREEMENT
FOR THE PURCHASE OF SHARES OF COMMON STOCK

August 28, 1997

JAKKS PACIFIC, INC., a Delaware corporation (the "Company"), hereby certifies that JOSEPH CHARLES & ASSOCIATES, INC. (the "Optionee") is entitled, subject to the provisions of this option (this "Option"), to purchase, from the Company, during the period commencing on August 28, 1997 and expiring at 5:00 p.m. Pacific Standard Time on August 28, 2002, up to FIFTY THOUSAND (50,000) shares of Common Stock, par value \$.001 per share, of the Company (the "Stock") at a price of \$6.875 per share (the "Exercise Price"), to be exercisable as hereinafter provided.

Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Option, the Company shall execute and deliver a new Option of like tenor and date.

The Optionee agrees with the Company that this Option is issued, and all the rights hereunder shall be held, subject to all of the conditions, limitations and provisions set forth herein.

1. Exercise of Option. The Optionee's right to exercise this Option, in whole or in part, shall vest immediately with respect to all fifty thousand (50,000) shares available hereunder.

2. Expiration of Option. This Option shall not be exercisable after 5:00 p.m. P.D.T. on August 28, 2002.

3. Non-Assignability of Option. This Option shall not be given, granted, sold, exchanged, transferred, pledged, assigned or otherwise incumbered or disposed of by the Optionee, otherwise than by will, the laws of descent and distribution or pursuant to a domestic relations order as defined by the Internal Revenue Code of 1986, as amended, or Title I of the Employee Retirement Income Securities Act, or the rules thereunder, and, during the lifetime or existence of the Optionee, shall not be exercisable by any other person, but only by the Optionee.

4. Method of Exercise of Option. The Optionee shall notify the Company by written notice sent by registered or certified mail, return receipt requested, addressed to its principal office, or by hand delivery to such office, properly receipted, as to the number of shares of Stock which the Optionee desires to purchase under this Option, which written notice shall be accompanied by the Optionee's check payable to the order of the Company for the full option price of such shares of Stock. As soon as practicable after the receipt of such written notice the Company shall, at its principal office, tender to the Optionee a certificate or certificates issued in the Optionee's name evidencing the shares of Stock purchased by the Optionee hereunder.

5. Investment Representation. The Optionee represents that at the time of any exercise of this Option, where the shares of Stock are not registered under the Securities Act of 1933, as amended, such Stock will be acquired for investment and not for resale or with a view to the distribution thereof. Upon exercise of this Option and the issuance of any of the shares thereunder, all certificates representing shares shall bear on the face thereof substantially the following legend:

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, ASSIGNED, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT AND ANY APPLICABLE STATE SECURITIES LAW OR AN EXEMPTION FROM REGISTRATION AND AN OPINION OF COUNSEL TO JAKKS PACIFIC, INC. THAT

SUCH REGISTRATION IS NOT REQUIRED."

6. Anti-Dilution.

6.1 Adjustments. In the event that the Company shall have effected one or more stock splits, reverse splits, or readjustments, stock dividends, or other increases or reductions of the number of outstanding shares of Common Stock of the Company, or issued as dividends on the outstanding shares of Common Stock of the Company other securities convertible into shares of Common Stock of the Company, without receiving compensation therefor in money, services or property (any such event being hereinafter referred to as a "Dilutive Event"), the Holder shall be entitled to receive for the aggregate payments to be made by him for the Stock, the number of shares of Common Stock or other securities the Holder would have been entitled to receive as a result of any such Dilutive Event if he had immediately prior to such Dilutive Event exercised this Option and paid for and received the Stock.

6.2 Merger, Consolidation or Recapitalization. In the event of the recapitalization, merger or consolidation of the Company with or into another corporation the Holder shall be entitled to receive upon payment of the Exercise Price, such securities of such other corporation with or into which the Company shall have been merged or consolidated as the Holder would have received if he had immediately prior to such recapitalization, merger or consolidation exercised this Option and paid for and received the Stock.

7. No Rights as Stockholder. The Optionee shall have no rights as a Stockholder in respect to the shares of Stock as to which this Option shall not have been exercised and payment made as herein provided.

8. Binding Effect. Except as herein otherwise expressly provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

9. Qualification or Exemption of Option. The sale of the Option (and underlying shares of Stock) which is the subject of this agreement has not been qualified with the Commissioner of Corporations of the State of California and the issuance of the Option and the underlying shares of Stock or the payment or receipt of any part of the consideration therefore prior to the qualification is unlawful, unless the sale of such securities is exempt from qualification by Section 25100, 25102 or 25105 of the California Corporations code. The rights of all parties to this agreement are expressly conditioned upon the qualification being obtained, unless the sale is so exempt.

10. Nonstatutory Option. This Option is not intended to be an incentive stock option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

12. Notices. Any notice hereunder shall be delivered by hand or by registered or certified mail, return receipt requested to a party at its address set forth above with a copy to Feder, Kaszovitz, Isaacson, Weber, Skala & Bass LLP, 750 Lexington Avenue, New York, New York 10022-1200, subject to the right of either party to designate at any time hereafter, in writing, some other address.

IN WITNESS WHEREOF, the Company has caused this Option to be signed on its behalf, in its corporate name, by its duly authorized officer, all as of the day and year first above written.

JAKKS PACIFIC, INC.

By:

Jack Friedman
President

OPTION EXERCISE FORM

(To be executed by the Optionee to exercise the rights to purchase Common Stock evidenced by the within Option)

JAKKS PACIFIC, INC.
24955 Pacific Coast Highway
#B202
Malibu, California 90265

The undersigned hereby exercises the right to purchase _____ shares of the Stock (as such term is defined in this Option) pursuant to and in accordance with the terms and conditions of this Option, and herewith makes payment of \$_____ therefor, and requests that a certificate for such shares be issued in the name of the undersigned and be delivered to the undersigned at the address stated below, and, if such number of shares shall not be all of the shares purchasable hereunder, that a new Option of like tenor for the balance of the remaining shares purchasable hereunder be delivered to the undersigned at the address stated below:

Dated:

Signed: _____

Address:

September 5, 1997

JAKKS Pacific, Inc.
24955 Pacific Coast Highway, #B202
Malibu, California 90265

Gentlemen:

We refer to the Registration Statement on Form S-8 (the "Registration Statement") to be filed by JAKKS Pacific, Inc. (the "Company") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Act"), relating to the registration of 263,250 shares of the common stock of the Company, par value, \$.001 per share (the "Shares") which may be issued upon the exercise of options granted pursuant to (i) Stock Option Agreement dated as of August 28, 1997, by and between the Company and Joseph Charles & Associates, Inc., a consultant of the Company, (ii) Stock Option Agreements dated as of June 18, 1996, by and between the Company and Sheldon Weiner Sales Organization, Inc., a consultant of the Company, and (iii) Stock Option Agreements dated as of September 1, 1995, by and between the Company and each of Murray Bass, Joel Bennett, Gina Hancock, Wills Hon and Bruce Katz, employees of the Company (collectively, the "Stock Option Agreements").

As counsel for the Company, we have examined such corporate records, documents and such questions of law as we have considered necessary or appropriate for the purposes of this opinion and, upon the basis of such examination, advise you that in our opinion, all necessary corporate proceedings by the Company have been duly taken to authorize the issuance of the Shares upon the exercise of the options included in the Stock Option Agreements, and that the Shares being registered pursuant to the Registration Statement, when issued upon the exercise of the options included in the Stock Option Agreements in accordance with the terms of the options and the Stock Option Agreements, will be duly authorized, legally issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to this firm under Item 5 of Part II of the Registration Statement entitled "Interests of Named Experts and Counsel." This consent is not to be construed as an admission that we are a person whose consent is required to be filed with the Registration Statement under the provisions of the Act.

Very truly yours,

Feder, Kaszovitz, Isaacson,
Weber, Skala & Bass LLP

CONSENT OF PANNELL KERR FORSTER

We hereby consent to the incorporation by reference in the Registration Statement on Form S-8 of JAKKS Pacific, Inc. of our report dated January 23, 1997, except for note 15, for which the date is February 6, 1997, on our audits of the consolidated financial statements of JAKKS Pacific, Inc. as of December 31, 1996 and 1995 and for the year and nine months then ended, which report appears in Form 10-KSB for the fiscal year ended December 31, 1996.

PANNELL KERR FORSTER
Certified Public Accountants
A Professional Corporation

Los Angeles, California
September 5, 1997