

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **November 15, 2020**

**GENIUS BRANDS INTERNATIONAL, INC.**  
(Exact name of registrant as specified in its charter)

**Nevada**  
(State or other jurisdiction  
of incorporation)

**001-37950**  
(Commission File Number)

**20-4118216**  
(IRS Employer  
Identification No.)

**190 N. Canon Drive, 4<sup>th</sup> Fl.**  
**Beverly Hills, CA**  
(Address of principal executive offices)

**90210**  
(Zip Code)

Registrant's telephone number, including area code: (310) 273-4222

\_\_\_\_\_  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2 below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class                              | Trading Symbol(s) | Name of each exchange on which registered |
|--|-------------------|---|
| <b>Common Stock, par value \$0.001 per share</b> | <b>GNUS</b>       | <b>The Nasdaq Capital Market</b>          |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

## ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On November 15, 2020, Genius Brands International, Inc. (the “Company”) entered into a binding letter of intent (the “Agreement”) with ChizComm Ltd., a corporation organized in Canada (“ChizComm Canada”), and ChizComm USA Corp., a New Jersey corporation (“ChizComm USA” and, together with ChizComm Canada, “ChizComm”).

At the closing of the transactions contemplated under the Agreement (the “Closing”), the Company or its acquisition subsidiary would acquire from the holders of all of ChizComm’s issued and outstanding equity interests (the “Sellers”) 100% of the issued and outstanding equity interests of ChizComm (the “Acquisition”). The Acquisition is expected to close in the first fiscal quarter of 2021, subject to customary closing conditions and other conditions, including, among others, execution of new employment agreements between the Company and certain of ChizComm’s key employees.

ChizComm is the largest purchaser of children’s media across both traditional and digital platforms in North America, as well as a leader in PR, media and marketing within the kids/family media and consumer product sectors, with more than \$100,000,000 per year in billings. Founded by Harold and Jennifer Chizick in 2013, with offices in New Jersey, Los Angeles and Toronto, ChizComm represents more than 30 major toy companies and some of the most powerful and iconic brands in the children and family media and toy industries. ChizComm’s unique purchasing power and extensive media relationships across networks, including Viacom, Warner Media, Disney, YouTube and other digital platforms, offer clients an unmatched competitive advantage and access to audiences of all ages, and spends more money on advertising children’s brands than Hasbro, Mattel or Lego.

At Closing, the Company would (i) arrange for the payment to the Sellers of \$8,500,000 in cash and (ii) issue to the Sellers \$3,500,000 of shares (the “Initial Shares”) of the Company’s unregistered common stock, \$0.001 par value per share (the “Common Stock”).

In addition, the Company anticipates issuing to the Sellers during the four-year period commencing on the date of Closing, up to \$8,000,000 in additional shares of unregistered Common Stock (the “Additional Shares” and, together with the Initial Shares, the “Shares”) if ChizComm meets certain thresholds for new customer acquisitions and EBITDA based upon formulas as described in the Agreement. The Shares are described in the Agreement and are expected to be subject to a lock-up period of 6 months, subject to the terms of the Agreement and certain definitive agreements that are anticipated to be executed in connection with the Acquisition.

The parties to the Agreement made certain representations, warranties and covenants that are customary for transactions of this nature (including exclusivity), agreed to certain indemnification terms as set forth in the Agreement, and agreed to enter into certain definitive agreements in connection with the Acquisition. There can be no assurance as to the date by which the Acquisition may be consummated.

The shares of Common Stock to be issued by the Company in connection with the transactions contemplated by the Agreement are expected to be issued in a private placement that would rely upon an exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), and Rule 506 of Regulation D promulgated thereunder.

The foregoing description is a summary only, does not purport to set forth the complete terms of the Agreement and is qualified in its entirety by reference to the Agreement filed as Exhibit 10.1 to this Current Report on Form 8-K (this “Current Report”) and is hereby incorporated by reference.

## Forward-Looking Statements

Certain statements in this Current Report constitute “forward-looking statements” within the meaning of the federal securities laws. Words such as “may,” “might,” “will,” “would,” “should,” “believe,” “expect,” “anticipate,” “estimate,” “continue,” “predict,” “forecast,” “project,” “plan,” “intend” or similar expressions, or statements regarding intent, belief, or current expectations, are forward-looking statements. While the Company believes these forward-looking statements are reasonable, undue reliance should not be placed on any such forward-looking statements, which are based on information available to us on the date of this Current Report. These forward looking statements are based upon current estimates and assumptions and are subject to various risks and uncertainties, including without limitation, our ability to consummate the Acquisition; our ability to generate revenue or achieve profitability; our ability to obtain additional financing on acceptable terms, if at all; our ability to repay our outstanding debt; our ability to access capital and issue additional shares; the potential issuance of a significant number of shares to our convertible note holders which will dilute our equity holders; fluctuations in the results of our operations from period to period; general economic and financial conditions; our ability to anticipate changes in popular culture, media and movies, fashion and technology; competitive pressure from other distributors of content and within the retail market; our reliance on and relationships with third-party production and animation studios; our ability to market and advertise our products; our reliance on third-parties to promote our products; our ability to keep pace with technological advances; our ability to protect our intellectual property and those other risk factors set forth in the “Risk Factors” section of the Company’s most recent Annual Report on Form 10-K and in the Company’s subsequent filings with the Securities and Exchange Commission. Thus, actual results could be materially different. The Company expressly disclaims any obligation to update or alter statements whether as a result of new information, future events or otherwise, except as required by law.

### ITEM 3.02 UNREGISTERED SALES OF EQUITY SECURITIES.

The information set forth in Item 1.01 above is incorporated herein by reference.

### ITEM 7.01 REGULATION FD DISCLOSURE.

On November 16, 2020, the Company issued a press release announcing the planned Acquisition. A copy of the Company’s press release is attached as Exhibit 99.1 hereto.

The information disclosed under this Item 7.01, including Exhibit 99.1 attached hereto, is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended nor shall it be deemed incorporated by reference into any registration statement or other document pursuant to the Securities Act, except as expressly set forth in such filing.

### Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The exhibits listed in the following Exhibit Index are filed as part of this Current Report on Form 8-K.

| <b>Exhibit No.</b> | <b>Description</b>   |
|--------------------|--|
| 10.1               | <a href="#"><u>Letter of Intent, dated as of November 15, 2020, by and among the Company, ChizComm Ltd. and ChizComm USA Corp.</u></a> |
| 99.1               | <a href="#"><u>Press release of Genius Brands International, Inc., dated November 16, 2020.</u></a>                                    |

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**GENIUS BRANDS INTERNATIONAL, INC.**

Date: November 17, 2020

By: /s/ Andy Heyward  
Name: Andy Heyward  
Title: Chief Executive Officer

GENIUS BRANDS INTERNATIONAL, INC.  
190 N. Canon Drive, 4<sup>TH</sup> Floor  
Beverly Hills, CA 90210

November 15, 2020

PRIVATE AND CONFIDENTIAL

Via Email

ChizComm Ltd.  
ChizComm USA Corp.  
245 Fairview Mall Drive, Suite 301  
North York, ON M2J 4T1  
CANADA

Attn: Mr. Harold Chizick, CEO

Dear Harold:

We are pleased to submit this offer by Genius Brands International, Inc., a Nevada corporation ("GBI"), regarding its proposed acquisition of all of the equity interests of (i) ChizComm Ltd., a corporation organized in Canada ("ChizComm Canada"), and (ii) ChizComm USA Corp., a New Jersey corporation ("ChizComm USA") and, together with ChizComm Canada, "ChizComm" or the "Company").

The terms of our offer are set forth in this letter (this "Letter"). GBI is prepared to move expeditiously to execute Definitive Agreements (as defined below).

1. **Transaction Value**. At the closing of the Transaction (as defined herein), GBI would acquire from the equity holders of the Company (the "Sellers") for USD \$12,000,000 (the "Transaction Value") all of the equity interests of the Company (the "Interests"), free and clear of all encumbrances other than disclosed encumbrances like the office furniture lease, based upon a cash-free, debt-free (i.e., with no bank, institutional or other loans) enterprise with, on closing, current net assets being no greater than current net liabilities (the "Transaction"). We will structure the Transaction in a tax efficient manner, taking into account the interests of GBI, the Company and the Sellers, which could include having GBI establish a Canadian or other business entity to be the purchaser of the Company's Interests ("Buyer").

(A) At the closing of the Transaction, GBI will arrange for the payment to the Sellers of (i) USD \$8.5 million dollars in cash and (ii) USD \$3.5 million dollars of unregistered common shares of GBI (the "Share Consideration").

(B) The per share price used to determine the number of GBI shares to be issued to the Sellers for the Share Consideration would be the closing price of the GBI shares on the day prior to the Closing. The shares issued by GBI hereunder will be unregistered but saleable in trades beginning six (6) months after the closing per Rule 144 under the Securities Act of 1933, subject to the restrictions below.

(C) For the avoidance of doubt, \$2,000,000 of the Transaction Value is allocated to the customer acquisition of 2,000,000 new subscribers for GBI's Kartoon Channel.

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2. **Additional Consideration.** If during the four (4) year period commencing on the date of closing (the “earn out period”):

(A) **New Subscribers.** If Sellers can demonstrate to GBI’s reasonable satisfaction that GBI acquired new users (downloads) for GBI’s Cartoon Channel (“KC Users”), the Sellers or their designees shall receive up to USD \$4,000,000 payable in GBI common shares priced at the time of grant.

i. On the first annual anniversary of the closing and each year thereafter during the earn out period, the number of new KC Users, added over and above the number set forth in paragraph 1(C) above, shall be determined and USD \$1.50 per KC User added during that year shall be paid by GBI in additional GBI common shares to the Sellers or their designees. For example, if on the first anniversary of the closing, KC Users are 500,000 greater than 2,000,000 as set forth above, the Additional Consideration due Sellers would be USD \$750,000 of GBI commons shares.

(B) **EBITDA Based.** Sellers or their designees shall receive up to USD \$4,000,000 payable in GBI common shares priced at the time of grant if the Company’s earnings before income tax, depreciation or amortization (“EBITDA”) exceeds USD \$1,000,000. As such, at the end of each calendar year commencing in 2021, if the Company’s EBITDA, as calculated in accordance with generally accepted accounting principles, applied on a consistent basis for the Company exceed a base of USD \$1,000,000 plus the EBITDA from each successive year, on a cumulative basis, then the Sellers or their designees shall be paid by GBI the sum of USD \$1.50 for each dollar of increased EBITDA payable in GBI common shares. For example, if for the year 2021 the Company’s EBITDA is USD \$1,500,000, then the Sellers shall be paid USD \$750,000 payable in GBI common shares; and if for 2022 the Company’s EBITDA is USD \$2,000,000, the Additional Consideration shall be USD \$750,000 payable in GBI common shares.

3. **Conditions: Representation and Documentation.**

(A) The parties expect to negotiate and execute mutually satisfactory definitive agreements (the “Definitive Agreements”). We have attached all key purchase agreement terms as **Exhibit A** hereto.

(B) The Company represents and warrants that it (i) has disclosed to GBI all of its material liabilities and has no bank or other loan or credit facilities; (ii) has no agreement which gives rise to any material payments or financial obligation to a third party outside of the ordinary course of its business; (iii) has no agreement to lease equipment or real property except for its office leases and furniture; (iv) has no outstanding tax obligations outside of those incurred in the ordinary course of its business for this fiscal year; and (v) has no labor agreements or pension plans except as heretofore provided to GBI. From and after the date of this Letter, GBI and its advisors shall have access to the Company’s records on tax filings and litigation.

(C) GBI intends to keep the Company’s employees in place at closing at compensation levels comparable to current levels (salary and benefits) and expects the Company’s management to use its reasonable best efforts to assist GBI to keep those individuals in place.

4. **Exclusivity.** In consideration for the time and resources that GBI will devote to the Transaction, the Company agrees that, for the period from the date of its acceptance of this Letter until the earlier of January 30, 2021 or closing of the Transaction (the “Exclusivity Period”), it will not, and it will cause its affiliates and their respective officers, directors, employees, representatives, agents, and equity holders (with the Company, each a “Company Party”) not to pursue or enter into any agreements or arrangements with respect to a possible: (i) reorganization, dissolution, liquidation, or recapitalization involving the Company; (ii) merger, consolidation, share exchange, or acquisition involving the Company; (iii) sale of any material amount of assets of the Company (other than in the ordinary course of business and consistent with past practice); (iv) direct or indirect acquisition or purchase of the Interests, including any capital stock or other equity interests, or debt securities of the Company; (v) material dividend or stock repurchase; (vi) similar transaction or business combination involving the Company or its business or its capital stock, securities or assets (however structured), or (vii) other transaction the consummation of which would prevent, impede, or delay the consummation of the Transaction (each of the above, an “Alternative Transaction”), or provide any information to any other party in connection therewith; provided, that if a Definitive Agreement has not been executed prior to January 30, 2021, the Company may terminate the Exclusivity Period at any time.

5. **Conduct of Business: Access to Information.** During the Exclusivity Period, the Company will conduct its business and operations in the ordinary course of business and consistent with its prior business practices. The Company will provide GBI and its representatives, agents, consultants and advisors with reasonable access during normal business hours to the properties, personnel (including appropriate management and outside advisors), and financial, legal, accounting, tax, and other data and information relating to the business, operations, and properties of Company.

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6. **Fees and Expenses.** The Company and GBI will pay their respective costs, fees and expenses incurred in connection with the Transaction contemplated hereby.

7. **Confidentiality.** During the Exclusivity Period and prior to closing, the parties hereto will not, except as otherwise required by law, without the consent of the other party, make any announcement about any Transaction to the public, or otherwise disclose the existence of this Letter, the fact of the discussions among the parties concerning the Transaction, or the specific terms of this Letter; provided, that nothing herein will prohibit sharing this Letter or the terms of the Transaction with a party's affiliates, equity holders, attorneys, accountants, employees or other representatives or advisors without the written consent of the other party and provided that they are advised that such information is confidential and are directed to abide by the provisions of this Paragraph 7.

8. **Binding Effect; Governing Law; Counterparts; Authority.** This Letter, including Exhibit A attached hereto, is a statement of the parties' agreement with respect to a Transaction. The parties shall use their good faith to reach Definitive Agreements, but if they are unable to agree, they shall be bound to the terms of this Letter, which will constitute a binding and enforceable purchase agreement among the parties hereto and their successors.

This Letter will be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of New York. This Letter may be executed in one or more counterparts (including by facsimile or .pdf), none of which need contain the signature of more than one party, and all of which taken together will constitute one and the same agreement. This Letter constitutes the entire agreement between us and supersedes all prior communications, agreements and understandings, written or oral, with respect to the subject matter hereof. No party may assign this Letter without the other party's consent, and any assignment without consent will be void. The Company represents that it will not, by executing and complying with this Letter or pursuing the Transaction described herein, violate the terms of any other agreement or obligation to which the Company is subject, and further represents and warrants that the Company has taken all actions that may be necessary in order to make the binding provisions of this Letter legal, valid and binding obligations of the Company.

Formalities aside, we look forward to our continued participation in this process and are excited about the opportunity to work with you to achieve profitable growth and sustained equity value creation.

If you are in agreement with the terms set forth above and desire to proceed with the Transaction on that basis, please sign in the space provided below and return an executed copy.

*(Signature Pages Follow)*

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Sincerely,

GENIUS BRANDS INTERNATIONAL, INC.

By: /s/ Andrew Heyward  
Andrew Heyward

Accepted, Acknowledged and Agreed  
on this 15th day of November, 2020

CHIZCOMM LTD.  
CHIZCOMM USA CORP.

By: /s/ Harold Chizick  
Harold Chizick, CEO

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## Exhibit A: Key Terms and Conditions

**Additional Consideration/  
Earn Out:**

See paragraph 2 of the Letter. Further, if the Company is sold by GBI during the four (4) year earn out period, GBI will ensure that the purchaser of the business assumes all obligations relating to the Additional Consideration to preserve for the Equity Holders the opportunity and right to receive the additional consideration.

**Closing:**

The Transaction will close on or after January 15, 2021 and before February 28, 2021 (the "Closing" or "Closing Date").

**Confidentiality:**

The Equity Holders will be subject to a confidentiality provision that will survive indefinitely.

**Employment Agreements:**

At the Closing, senior executive employment agreements with a three (3) year term, with GBI having a two (2) year renewal option, shall be offered to:

- (i) Harold Chizick at an annual base salary of USD \$308,000;
- (ii) Jennifer Chizick at an annual base salary of USD \$279,000;
- (iii) Donna McNeil at an annual base sale of CDN \$230,000 (ESOP Eligible); and
- (iv) Kathleen Campisano at an annual base salary of USD \$350,000 plus USD \$100,000 of GBI common shares.

Each of these agreements shall contain (i) such other benefits and terms as are found in the employment agreements which GBI has with its other senior executive employees; and (ii) change of control protection if the Company is sold by GBI to a third party during the term of the Agreement. The agreements will contain customary restrictive covenants and equity grant, forfeiture and clawback provisions.

**Equity Holders' Covenant:**

The Equity Holders agree to not sell more than one-third (1/3) of the GBI shares they receive under this Agreement in any four (4) month period. In addition, the Equity Holders will agree to customary noncompetition and nonsolicitation covenants (in addition to the covenants contained in their employment agreements) for three (3) years. The agreements will also contain customary voting and standstill provisions, or reference to the execution of voting and standstill agreements, for any Equity Holders receiving GBI shares.

**GBI Covenant:**

During the four (4) year period following the Closing Date, GBI shall operate the Company as wholly-owned subsidiaries and its senior executives will be afforded operational independence, subject to GBI's control and direction by its CEO and Board of Directors with regard to key performance indicators and budget maintenance.

**Governing Law and  
Jurisdiction:**

New York, with litigation in the state or federal courts located in New York State.

**Indemnity:**

All representations and warranties will survive for twelve (12) months following the Closing, other than certain agreed upon fundamental representations (the "Fundamental Reps"), which will survive indefinitely, and certain statute of limitations representations (the "SOL Reps"), which will survive until 30 days after the expiration of the applicable statute of limitations. Post-closing covenants will survive in accordance with their terms.

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After the Closing, the Equity Holders, severally and not jointly, will indemnify the Buyer for: (i) the Company's or the Equity Holders' breaches of representations and warranties; (ii) the Company's or the Equity Holders' breaches of covenants; (iii) pre-closing taxes ("Taxes"); (iv) any unpaid Company or Seller transaction expenses ("Unpaid Seller Expenses"); (v) any unpaid indebtedness ("Unpaid Indebtedness"); and (vi) fraud or intentional misrepresentation.

Buyer will not be entitled to indemnity for any breach of representation or warranty, other than the Fundamental Reps and the SOL Reps: (i) until the aggregate amount of all eligible claims exceeds 1.0% of the Transaction Value (the "Deductible"), after which the Equity Holders will be responsible for all eligible claims in excess of the Deductible; or (ii) in excess of 10.0% of the Transaction Value (the "General Cap"). For the avoidance of doubt, the Deductible and General Cap will not apply to indemnity claims arising out of breaches of Fundamental or SOL Reps (to which a cap equal to the Transaction Value will apply) or Taxes, Unpaid Seller Expenses, Unpaid Indebtedness, or fraud or intentional misrepresentation (to which no cap will apply).

Indemnified losses will be calculated after application of any received insurance proceeds actually received punitive damages may only be recovered by an indemnified party if owed to a third party.

Buyer will include a holdback of USD \$1,200,000 of the share consideration for twelve (12) months (the "Holdback") pending determination of the indemnity claims, if any.

**Liabilities in  
Net Asset Calculation:**

The Company has, in addition to all ordinary course operating expenses:

- (1) furniture lease of approximately CDN \$173,000, payable at the rate of CDN \$3,500 per month for four (4) additional years, secured by the fixed asset of the Company; and
- (2) office lease obligations in Canada and New Jersey.

**Marketing:**

The parties agree that the Company will, following the closing, assume all marketing activities and functions for GBI.

**Purchase Price:**

At closing, the Buyer will pay the Company a net purchase price ("Purchase Price") of USD \$12,000,000 (the "Transaction Value") as set out in paragraph 1 of the Letter.

**Representations  
and Warranties:**

The Company and the Equity Holders will make mutually agreeable customary representations and warranties. These representations and warranties will contain ordinary course of business qualifications and/or knowledge qualifiers.

Buyer will make mutually agreeable customary representations and warranties relating to Organization and Qualification; Authority, Power and Enforceability; Required Filings and Consents; Investment Intent; and No Brokers.

**Structure and Parties:**

The Transaction will be structured as a share purchase of all of the equity interests of ChizComm Ltd. and ChizComm USA Corp. (collectively, the "Company"). GBI, Buyer, the Company and the Company's equity holders (the "Equity Holders") will be parties to the Definitive Agreements.

**Transaction Expenses:**

The Equity Holders will pay their respective costs, fees and expenses incurred in connection with the closing of the Transaction (*e.g.*, legal fees, etc.). Any regulatory filing fees will be borne by Buyer. Inasmuch as the Equity Holders opt for a transaction that is structured as a stock purchase, there should be no sales tax due resulting from the transaction.

**GENIUS BRANDS INTERNATIONAL ANNOUNCES STRATEGIC ACQUISITION OF CHIZCOMM LTD. AND CHIZCOMM BEACON MEDIA**

**With Over \$100 Million Dollars in Annual Aggregated Media Spend, ChizComm is the Largest Purchaser of Children’s Media in North America**

BEVERLY HILLS, Calif., Nov. 16, 2020 (GLOBE NEWSWIRE) -- **Genius Brands International, Inc.** (“Genius Brands” or the “Company”) (NASDAQ: GNUS), a global brand management company that creates and licenses multimedia entertainment content for children, today announced plans for a transformative acquisition of **ChizComm Ltd.**, a leading North American marketing and media agency, as well as **ChizComm Beacon Media**, its best-in-class media research, planning and buying division.

ChizComm is the largest purchaser of children’s media across both traditional and digital platforms in North America, as well as a leader in PR, media, and marketing within the kids/family media and consumer product sectors. Founded by Harold and Jennifer Chizick in 2013, with offices in New Jersey, Los Angeles, and Toronto, the company represents more than 30 major toy companies and some of the most powerful and iconic brands in the children and family media and toy industries.

ChizComm Beacon Media has consistently been ranked the largest media buyer within the Kids 2-11 age group, representing over 32% of total Gross Rating Points (GRPs). ChizComm Beacon Media has gained market share year-to-date, and now represents 34% of the total GRPs within the Kids 2-11 demographic. The company’s unique purchasing power and extensive media relationships across networks, including Viacom, Warner Media, Disney, YouTube and other digital platforms, offer clients an unmatched competitive advantage and access to audiences of all ages.

“Our strategy has been to accelerate the growth of Genius Brands through smart and accretive acquisitions. ChizComm achieves this goal and more, by driving revenue and generating immediate synergies and strategic opportunities to enhance the core businesses of Genius,” stated **Genius Brands’ Chairman & CEO Andy Heyward**. “ChizComm’s reputation, integrity and unparalleled passion for the industry is completely aligned with what we stand for. Their team has very smartly built an incredible marketing engine with best-in-class ability to connect brands and consumers in a highly competitive market, and we see that as a powerful complement to our forward growth at Genius Brands, including Cartoon Channel!”

Well known for its growth, track record and extensive expertise in toy, kids entertainment, gaming and related industries, ChizComm’s comprehensive integrated marketing approach and deep understanding of kids, youth, millennials and parents help brands connect with audiences to drive growth and make noise using PR, social media, influencer marketing, and paid media strategies.

The addition of marketing and media buying expertise positions the Company to create synergies and fuel new opportunities with broadcast clients and toy companies, for innovative offerings, reach and engagement in a rapidly evolving landscape as well as fueling the growth of Cartoon Channel!.

As a part of the transaction, ChizComm Ltd and ChizComm Beacon Media will continue to operate as independent divisions of Genius Brands, under the leadership of Harold Chizick as CEO, Jennifer Chizick as COO, Donna MacNeil as President, and Kathleen Campisano as ChizComm Global CMO and GM of ChizComm Beacon Media.

“We are simply thrilled to find a partner in Genius Brands who shares our energy, enthusiasm and passion for the business of entertainment, media, licensing and consumer products,” said **Harold Chizick, ChizComm CEO and Co-Founder**. “Many of our clients are expanding into content development and licensing opportunities, so this partnership extends our capabilities to meet our clients’ evolving needs. This transaction also provides us a solid financial partner and additional resources to further accelerate our growth.”

## **About Genius Brands International**

Genius Brands International, Inc. (Nasdaq: GNUS) is a leading global kids media company developing, producing, marketing and licensing branded children's entertainment properties and consumer products for media and retail distribution. The Company's award-winning 'content with a purpose' portfolio includes the upcoming *Stan Lee's Superhero Kindergarten*, starring Arnold Schwarzenegger and in partnership with Alibaba; *Rainbow Rangers* for Nick Jr.; *Llama Llama*, starring Jennifer Garner, for Netflix; award-winning toddler brand *Baby Genius*; adventure comedy STEM series *Thomas Edison's Secret Lab*, and entrepreneurship series *Warren Buffett's Secret Millionaires Club*, and the recently announced *SHAQ'S GARAGE* produced in association with Shaquille O'Neal and Authentic Brands Group. Through licensing agreements with leading partners, characters from Genius Brands' IP also appear on a wide range of consumer products for the worldwide retail marketplace. The Company's new Kartoon Channel! is available in over 100 million U.S. television households via a broad range of distribution platforms, including Comcast, Cox, DISH, Amazon Prime, Sling TV, Apple iOS, Apple TV, Roku, Amazon Fire and more.

## **About ChizComm**

ChizComm is a full-service marketing and communications agency, specializing in the strategic planning and execution of public relations, digital marketing, social media, and creative services. Through its ChizComm Beacon Media division, ChizComm offers media research, planning, and buying services. The company is the largest purchaser of children's media across traditional and emerging platforms (including TV, OTT, VOD, OLV, Social and Digital Media) . Focused on cultivating long-lasting, impactful connections between consumers and brands across a diverse range of industries including consumer products, entertainment, gaming, lifestyle and tech. ChizComm's integrated expertise brings the voice of brands to the forefront and makes them part of influential consumer conversation.

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### **GENIUS BRANDS INTERNATIONAL INVESTOR RELATIONS CONTACT:**

T: 844-589-8760    [ir@gnusbrands.com](mailto:ir@gnusbrands.com)

### **CHIZCOMM LTD CONTACT:**

T: 647-992-3561    [hchizick@chizcomm.com](mailto:hchizick@chizcomm.com)