

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303927

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vistachiara Productions, Inc.		01/08/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OneWest Bank, FSB		
<b>Street Address:</b>	888 E. Walnut St.		
<b>Internal Address:</b>	Attn: Olga Fomina		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3162444	THE BIGGER PICTURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022631253		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2028357500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Javier J. Ramos		
<b>Address Line 1:</b>	1850 K St NW, Suite 1100		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	24635.08200		
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos		
<b>SIGNATURE:</b>	/Javier J. Ramos/		
<b>DATE SIGNED:</b>	05/08/2014		
<b>Total Attachments: 15</b>			
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**AMENDED AND RESTATED CREDIT AGREEMENT**

**DATED AS OF JANUARY 8, 2014**

**among**

**CINEDIGM CORP.,**

**as THE BORROWER,**

**SOCIÉTÉ GÉNÉRALE,  
as ADMINISTRATIVE AGENT**

**ONEWEST BANK, FSB,  
as COLLATERAL AGENT**

**AND**

**THE LENDERS PARTY HERETO,**

**SG AMERICAS SECURITIES, LLC,  
as BOOKRUNNER**

**SG AMERICAS SECURITIES, LLC and ONEWEST BANK FSB,  
as JOINT LEAD ARRANGERS**

**ONEWEST BANK FSB,  
as SYNDICATION AGENT**

**SUNTRUST BANK,  
as DOCUMENTATION AGENT**

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**REDACTED**

**TABLE OF CONTENTS**

**AMENDED AND RESTATED CREDIT AGREEMENT**

This AMENDED AND RESTATED CREDIT AGREEMENT dated as of January 8, 2014, is entered into among CINEDIGM CORP., a Delaware corporation (the "Borrower"), the Lenders, and SOCIÉTÉ GÉNÉRALE ("SG"), as Administrative Agent and OneWest Bank, FSB, as Collateral Agent.

The Borrower, the Administrative Agent, SG as Collateral Agent and certain Lenders entered into the Credit Agreement, dated as of October 17, 2013 (the "Original Credit Agreement"), pursuant to which the Initial Loans were made to the Borrower for the purposes set forth in Section 4.19 of this Agreement, including the consummation of the acquisition on October 21, 2013, by the Borrower (as buyer) of 100% of the issued and outstanding membership interests of NewCo (the "Acquisition") pursuant to the Membership Interest Purchase Agreement, dated as October 17, 2013 (the "Purchase Agreement") with Gaiam Americas, Inc., as seller (the "Seller")

The Borrower has requested that the Original Credit Agreement (and any associated Loan Documents) be amended and restated to provide for certain changes since the Initial Closing Date and OneWest Bank, FSB to be added as a Lender and Collateral Agent.

As such, the parties to the Original Credit Agreement now desire to amend and restate the Original Credit Agreement in its entirety to reflect such changes and, in recognition of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Original Credit Agreement is accordingly hereby amended and restated in its entirety as follows:

**ARTICLE I.  
DEFINITIONS, INTERPRETATION AND ACCOUNTING TERMS**

Section 1.1. Defined Terms. As used in this Agreement, the following terms have the following meanings:

[REDACTED]

[REDACTED]

[REDACTED]

# REDACTED

## ARTICLES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

CINEDIGM CORP.,  
as Borrower

By:   
Name: Christopher McGurk  
Title: Chairman & CEO

SOCIÉTÉ GÉNÉRALE, as Administrative Agent

By: Elaine Khalil  
Name: Elaine Khalil  
Title: Managing Director

ONEWEST BANK, FSB, as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

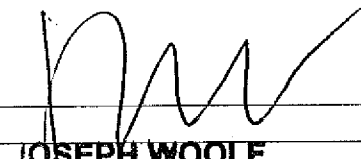


SOCIÉTÉ GÉNÉRALE, as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ONEWEST BANK, FSB, as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**JOSEPH WOOLF**  
**EXECUTIVE VICE PRESIDENT**

SOCIÉTÉ GÉNÉRALE, as Lender

By: Elaine Khalil  
Name: **Elaine Khalil**  
Title: **Managing Director**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ONEWEST BANK, FSB, as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SUNTRUST BANK, as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SOCIÉTÉ GÉNÉRALE, as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ONEWEST BANK, FSB, as Lender

By: \_\_\_\_\_  
Name: **JOSEPH WOOLF**  
Title: **EXECUTIVE VICE PRESIDENT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SUNTRUST BANK, as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SOCIÉTÉ GÉNÉRALE, as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

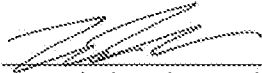
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ONEWEST BANK, FSB, as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SUNTRUST BANK, as Lender

By:  \_\_\_\_\_  
Name: Michael Vegh  
Title: Director

**REDACTED**

**SCHEDULES & EXHIBITS**

THIS GRANT OF SECURITY INTEREST, dated as of October 20, 2013, is executed by Vistachiara Productions, Inc., a Delaware corporation (the "Grantor"), in favor of SOCIÉTÉ GÉNÉRALE, as Collateral Agent (in such capacity, the "Collateral Agent").

A. Pursuant to that certain Credit Agreement, dated as of October 17, 2013 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Persons acting as lenders thereunder from time to time ("Lenders"), Société Générale, as administrative agent (in such capacity, the "Administrative Agent") and the Collateral Agent, the Lenders have agreed to extend certain credit facilities to the Borrower upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office and certain foreign countries (collectively, the "Trademarks").

C. Pursuant to the Security Agreement, dated as of October 20, 2013 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), among the Grantor, other entities party thereto from time to time and the Collateral Agent, the Grantor has granted to the Collateral Agent (for the ratable benefit of the Secured Parties) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of past, present or future infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Collateral Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Collateral Agent's address is:

Société Générale,  
as Collateral Agent  
1221 Avenue of the Americas  
New York, New York 10020  
Attention: Elaine Khalil  
Tel. No. 212-278-6852

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

~~Vistachiaro Productions, Inc.~~

By: 

Name: Gary S. Loffredo

Title: President, Digital Cinema & General Counsel

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

THE BIGGER PICTURE	3,162,444	10/24/2006	Classes: 41 Int. Goods: 41 Int.  Production and distribution of motion pictures.
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SCHEDULE 1-B TO GRANT OF SECURITY INTEREST  
TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
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None.