

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GVE Newco, LLC		01/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	OneWest Bank, FSB		
Street Address:	888 E. Walnut St.		
Internal Address:	Attn: Olga Fomina		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	75606097	GREATEST HEROES AND LEGENDS OF THE BIBLE	
Serial Number:	74496167	GOODTIMES	
Serial Number:	74557169	GOODTIMES	
CORRESPONDENCE DATA			
Fax Number:	2022631253		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2028357500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K St NW, Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	24635.08200		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	05/08/2014		
Total Attachments: 15			
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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**

REDACTED

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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

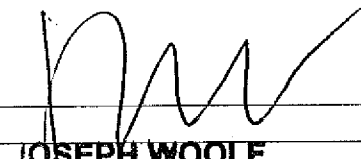
By: _____
Name: _____
Title: _____

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: _____

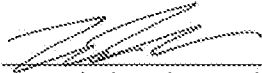
By: _____
Name: _____
Title: _____

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, 2012, is executed by GVE Newco, LLC, a Delaware limited liability company (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.

~~GVE Newco, LLC~~


By: _____

Name: Gary S. Loffredo

Title: President, Digital Cinema & General Counsel

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Mark	Serial #	Int'l Class	Description of Goods First Use Date	Registration #	Reg. Date	Next Deadline
GREATEST HEROES AND LEGENDS OF THE BIBLE (Word Mark) (Supplemental Register)	75/606,097	9	Series of pre-recorded video programs featuring animated bible stories First Use: 19980828 First Use In Commerce: 19980828	2,336,886	3/28/00	03/28/20
GOODTIMES (Design Mark) 	74/496,167	9	Pre-recorded video cassettes featuring children's programs First Use: 19930820 First Use In Commerce: 19930820	1,871,175	01/3/95	1/3/15
GOODTIMES (Word Mark)	74/557,169	9	Pre-recorded videocassettes featuring a range of entertainment and instructional subject matter First Use: 19841100 First Use In Commerce: 19841100	1,905,525	7/18/95	7/18/15

Foreign:

Mark	Country	Serial #	Class	Description of Goods	Registration #	Registration Date	Next Deadline
GOODTIMES (Word Mark)	Argentina	2543478	9		2062717	1/13/06	1/13/16
GOODTIMES (Design Mark)	Canada	0579049	9	Videocassettes	TMA337571	2/26/88	2/26/18
GOODTIMES (Word Mark)	Singapore	T94/10387C	9	Pre-recorded video tapes and laser discs; pre-recorded audio tapes and compact discs; computer software	1,905,525	11/30/94	11/30/14
GOODTIMES (Word Mark)	Taiwan	083077039	9		698543	12/1/95	11/30/15
GOODTIMES (Word Mark)	Thailand	271931	9		28651		9/9/14

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.