

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Societe Generale		01/08/2014	CORPORATION: FRANCE
RECEIVING PARTY DATA			
Name:	GVE Newco, LLC		
Street Address:	902 Broadway		
Internal Address:	9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	LIMITED LIABILITY COMPANY: 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: 11			
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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: _____

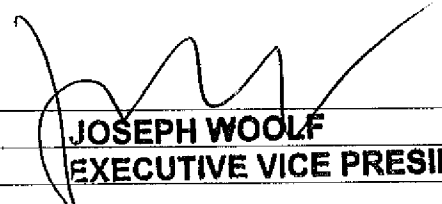
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Name: _____
Title: _____

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: _____

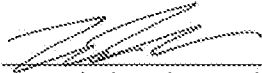
By: _____
Name: _____
Title: _____

ONEWEST BANK, FSB, as Lender

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SUNTRUST BANK, as Lender

By:  _____
Name: Michael Vegh
Title: Director

REDACTED

SCHEDULES & EXHIBITS