

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM395427

<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>
CINEDIGM HOME ENTERTAINMENT, LLC		08/11/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT BANK, N.A., AS COLLATERAL AGENT		
<b>Street Address:</b>	2450 BROADWAY AVENUE, SUITE 400		
<b>City:</b>	SANTA MONICA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74496167	GOODTIMES	
<b>Serial Number:</b>	74557169	GOODTIMES	
<b>Serial Number:</b>	75606097	GREATEST HEROES AND LEGENDS OF THE BIBLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129743205		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(212) 597-8200		
<b>Email:</b>	odonnell@lsellp.com		
<b>Correspondent Name:</b>	MATTHEW O'DONNELL		
<b>Address Line 1:</b>	LUSKIN, STERN & EISLER LLP		
<b>Address Line 2:</b>	ELEVEN TIMES SQUARE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Matthew O'Donnell		
<b>SIGNATURE:</b>	/Matthew O'Donnell/		
<b>DATE SIGNED:</b>	08/17/2016		
<b>Total Attachments: 4</b>			
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## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of August 11, 2016 is executed by Cinedigm Home Entertainment, LLC, a Delaware limited liability company (the "Grantor"), in favor of CIT Bank, N.A., as Collateral Agent (in such capacity, the "Collateral Agent").

A. Pursuant to that certain Second Amended and Restated Credit Agreement, dated as of April 29, 2015 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), among Cinedigm Corp., the other Obligors party thereto from time to time ("Subsidiary Grantors"), Société Générale, as the Administrative Agent, and CIT Bank, N.A., as the Collateral Agent, the Lenders have agreed to extend certain credit facilities to Cinedigm Corp. 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 Second Amended and Restated Security Agreement, dated as of July 14, 2016 (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.

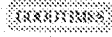
The Collateral Agent's address is:

CIT Bank, N.A., as Collateral Agent  
2450 Broadway Ave., Suite 400  
Santa Monica, CA 90404  
Attention: Todd Camp  
Telephone: (312) 239-1486  
Email: todd.camp@CIT.com



SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Mark/Name	App. No./Reg. No.	App. Date	Reg. Date	Owner/Designations	Full Goods/Services	Status/Status Date
<u>GOODTIMES and Design</u> 	RN: 1871175 SN: 74496167	March 3, 1994	January 3, 1995	Gaiam Americas, Inc. (Colorado Corp.) 833 West South Boulder Road Louisville Colorado 80027	(Int'l Class: 09) pre-recorded video cassettes featuring children's programs	Renewed January 3, 2005
<u>GOODTIMES</u>	RN: 1905525 SN: 74557169	August 4, 1994	July 18, 1995	Gaiam Americas, Inc. (Colorado Corp.) 833 West South Boulder Road Louisville Colorado 80027	(Int'l Class: 09) pre-recorded videocassettes featuring a range of entertainment and instructional subject matter	Renewed July 18, 2005
<u>GREATEST HEROES AND LEGENDS OF THE BIBLE</u>	RN: 2336886 SN: 75606097	December 15, 1998	March 28, 2000	Gaiam Americas, Inc. (Colorado Corp.) 833 West South Boulder Road Louisville Colorado 80027	(Int'l Class: 09) series of prerecorded video programs featuring animated bible stories	Renewed Supplemental Register March 28, 2010

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