

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM405196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cinedigm Home Entertainment LLC		08/11/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Collateral Agent		
Street Address:	225 W. Washington Street, 21st Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1871175	GOODTIMES	
Registration Number:	1905525	GOODTIMES	
Registration Number:	2336886	GREATEST HEROES AND LEGENDS OF THE BIBLE	
CORRESPONDENCE DATA			
Fax Number:	3125786666		
<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>			
Phone:	3122633600		
Email:	daniel.sylvester@hklaw.com, maureen.drews@hklaw.com		
Correspondent Name:	Daniel T. Sylvester		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	131 S. Dearborn Street, 30th Floor		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Daniel T. Sylvester		
SIGNATURE:	/Daniel T. Sylvester/		
DATE SIGNED:	11/11/2016		
Total Attachments: 5			
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This agreement and the rights and obligations evidenced hereby are subject to the terms and conditions of that certain Intercreditor Agreement, dated as of July 14, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), by and between Société Générale, as First Lien Agent (as defined therein), and Cortland Capital Market Services LLC, as Second Lien Agent (as defined therein). In the event of any conflict between the terms of the Intercreditor Agreement and this agreement, the terms of the Intercreditor Agreement shall control.

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 Cortland Capital Market Services LLC, as Collateral Agent (in such capacity, the “Collateral Agent”).

A. Pursuant to that certain Second Lien Loan Agreement, dated as of July 14, 2016 (as amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”) by and among Cinedigm Corp. (the “Borrower”), the lenders from time to time a party thereto (collectively, the “Lenders”) and Cortland Capital Market Services LLC, solely in its capacity as administrative agent for the Lenders and collateral agent for the Secured Parties (collectively in such capacities, together with its successors and assigns, the “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 that certain Security Agreement, dated as of July 14, 2016 (as amended, supplemented, restated or otherwise modified from time to time, the “Security Agreement”), among the Borrower, Grantor, other Obligors signatory thereto, certain Subsidiaries of Borrower 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.

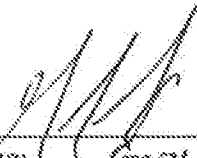
The Collateral Agent's address is:

Cortland Capital Market Services LLC, as Collateral Agent
225 W. Washington Street, 21st Floor
Chicago, IL 60606
Attention: Gina Lettiere and Legal Department
Telephone: (312) 564-5100
Email: gina.lettieri@cortlandglobal.com and
legal@cortlandglobal.com

[Signature Page Follows]

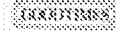
IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

CINEDIGM HOME ENTERTAINMENT, LLC

By: 
Name: Gary S. Loffredo
Title: Secretary

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Mark/Name	App. No./Reg. No.	App. Date	Reg. Date	Owner/De signations	Full Goods/Services	Status/Status Date
<u>GOODTIMES</u> <u>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	Decem ber 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>
None		