

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2602131

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| CINEDIGM CORP. | 10/20/2013 |
| RECEIVING PARTY DATA | |
| Name: | SOCIETE GENERALE |
| Street Address: | 1221 AVENUE OF THE AMERICAS |
| Internal Address: | ATTN: ELAINE KHALIL |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10020 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 8271648 |
| CORRESPONDENCE DATA | |
| Fax Number: | (202)263-1253 |
| Phone: | 2028357500 |
| Email: | dcip@milbank.com |
| <i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i> | |
| 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: | /s/ Javier J. Ramos |
| Date: | 11/04/2013 |
| Total Attachments: 3 source=20131028111221138#page1.tif source=20131028111221138#page2.tif source=20131028111221138#page3.tif | |

CH \$40.00 8271648

THIS GRANT OF SECURITY INTEREST, dated as of October 20, 2013 is executed by Cinedigm Corp., 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 owns the letters patent, and applications for letters patent, of the United States and certain foreign countries, more particularly described on Schedule 1-A annexed hereto and made a part hereof (collectively, the "Patents").

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 assigned and 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 Patents, together with any reissue, continuation, continuation-in-part, divisional or extension 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 prompt 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 assign, transfer and convey unto the Collateral Agent and grant to the Collateral Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

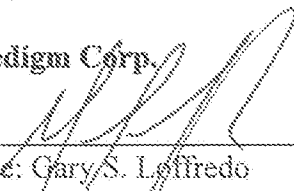
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby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

Cinedigm Corp.

By:  _____

Name: Gary S. Loffredo

Title: President/Digital Cinema & General Counsel

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

PATENTS

| TITLE | MATTER TYPE | COUNTRY | STATUS | APPLICATION # | FILING DATE | PATENT # | ISSUE DATE |
|--|--------------------|--------------------------|---------------|----------------------|--------------------|-----------------|-------------------|
| METHOD AND APPARATUS FOR MEDIA DUPLICATION | Utility – ORG | United States of America | Issued | 11/696,093 | 3-Apr-07 | 8271648 | 18-Sep-12 |