

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4011041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name			Execution Date
CINEDIGM CORP.			08/11/2016
RECEIVING PARTY DATA			
Name:	CIT BANK, N.A., AS COLLATERAL AGENT		
Street Address:	2450 BROADWAY AVENUE, SUITE 400		
City:	SANTA MONICA		
State/Country:	CALIFORNIA		
Postal Code:	90404		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Patent Number:	8271648		
CORRESPONDENCE DATA			
Fax Number:	(212)974-3205		
<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:	(212) 597-8200		
Email:	odonnell@lsellp.com		
Correspondent Name:	MATTHEW O'DONNELL		
Address Line 1:	LUSKIN, STERN & EISLER LLP, ELEVEN TIMES SQUARE		
Address Line 4:	NEW YORK, NEW YORK 10036		
NAME OF SUBMITTER:	MATTHEW O'DONNELL		
SIGNATURE:	/Matthew O'Donnell/		
DATE SIGNED:	08/17/2016		
This document serves as an Oath/Declaration (37 CFR 1.63).			
Total Attachments: 3			
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GRANT OF SECURITY INTEREST

(PATENTS)

THIS GRANT OF SECURITY INTEREST, dated as of August 11, 2016, is executed by Cinedigm Corp., a Delaware corporation (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 the Grantor, the other Obligor 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 The Grantor 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, more particularly described on Schedules 1-A annexed hereto and made a part hereof (collectively, the "Patents").

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 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 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:

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

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: SVP

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

PATENTS

TITLE	MATTER TYPE	COUNTRY	STATUS	APPL. #	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