

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4138588

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	CINEDIGM CORP.	08/11/2016
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:	60606	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	11696093
CORRESPONDENCE DATA		
Fax Number:	(312)578-6666	
<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 SYLVESTER	
Address Line 1:	HOLLAND & KNIGHT LLP	
Address Line 2:	131 S. DEABORN STREET, 30TH FL	
Address Line 4:	CHICAGO, ILLINOIS 60603	
NAME OF SUBMITTER:	DANIEL T. SYLVESTER	
SIGNATURE:	/Daniel T. Sylvester/	
DATE SIGNED:	11/11/2016	
Total Attachments: 4		
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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

(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 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 Grantor, 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 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 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 Grantor, other Obligors signatory thereto, certain Subsidiaries of Grantor 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.

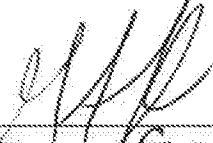
The Collateral Agent's address is:

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 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