CINEDIGM CORP.

FORM 8-K
(Current report filing)

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

October 31, 2017
(Date of earliest event reported)

Cinedigm Corp.
(Exact name of registrant as specified in its charter)

Delaware	**001-31810**	**22-3720962**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

45 West 36 th Street, 7 th Floor, New York, New York	**10018**
(Address of principal executive offices)	(Zip Code)

212-206-8600
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On November 1, 2017, Cinedigm Corp. (the "Company") consummated the previously announced transactions pursuant to the Stock Purchase Agreement (the "Bison Agreement") dated as of June 29, 2017, by and between the Company and Bison Entertainment Investment Limited, a wholly owned subsidiary of Bison Capital Holding Company Limited ("Bison"). Accordingly, the Company issued and sold to Bison 19,666,667 shares of the Company's Class A common stock, par value $0.001 per share (the "Common Stock") for a purchase price of $29,500,000 pursuant to the Bison Agreement and 333,333 shares of Common Stock to Christopher J. McGurk, the Company's Chief Executive Officer, for an aggregate purchase price of $500,000 pursuant to the Stock Purchase Agreement (the "McGurk Agreement") dated as of November 1, 2017 by and between the Company and Mr. McGurk. Mr. McGurk's purchase price was paid by the cancellation of second lien notes previously issued to Mr. McGurk pursuant to the Second Lien Loan Agreement, dated as of July 14, 2016, by and between the Company, certain Lenders (as defined therein), and Cortland Capital Market Services LLC, as Agent, as amended (the "Loan Agreement"). The shares issued and sold to Bison and Mr. McGurk are referred to as the "Private Placement Shares."

The Company has also completed the transactions contemplated by the exchange agreements dated July 10, 2017 (the "Exchange Agreements" and such transactions, together with the sale of the Private Placement Shares and the related transactions contemplated by the Bison Agreement, the "Transactions"), among the Company and holders representing approximately 99% by principal amount of the Company's outstanding 5.5% Convertible Senior Notes due 2035 (the "Notes"), exchanging a combination of cash and shares of Class A Common Stock for the outstanding $46,256,000 principal amount of Notes held by such holders, which were retired (the "Notes Exchange"). In total under the Exchange Agreements, $48,229,000 principal amount of Notes were surrendered for retirement in exchange for aggregate cash payments of $17,131,841.26, plus accrued and unpaid interest on such Notes at the time of exchange, 3,536,783 shares of Class A Common Stock (the "Exchange Shares") and $1,462,000 principal amount of second lien notes issued pursuant to the Loan Agreement.

The receipt of the CFIUS approval, which was a condition to closing the Transactions under the Bison Agreement, was waived by Bison, in its sole discretion, as of November 1, 2017, by and between Bison and the Company (the "Waiver"). The Waiver provided for the closing of the Transactions prior to a final CFIUS determination on the condition that the Purchase Price (as defined therein) paid by Bison for its Private Placement Shares be returned within fifteen (15) days if: (i) CFIUS subsequently approved the transactions contemplated by the Purchase Agreement (as defined therein), but, as part of such approval, imposed measures to mitigate national security concerns that Bison reasonably deems to be unacceptable; or (ii) CFIUS refused to grant approval of the Transactions or required that Bison divest its investment in the Company.

The proceeds from the sale of the Private Placement Shares were used, in part, for cash payments under the Notes Exchange, and the remainder will be used for working capital and other general corporate purposes.

On October 31, 2017, the Company filed a Fifth Amended and Restated Certificate of Incorporation, pursuant to which (i) the number of shares of Common Stock authorized for issuance was increased to 60,000,000 shares, (ii) share transfer restrictions under Article Fourth were eliminated and (iii) two inactive classes of capital stock, the Class B common stock and the Series B Junior Participating preferred stock, were eliminated.

In connection with the consummation of the Transactions, on November 1, 2017, the Company entered into a registration rights agreement pursuant to which it agreed to register the resale of the Private Placement Shares (the "Registration Rights Agreement").

In connection with the consummation of the Transactions, on November 1, 2017, the Company also entered into separate voting agreements with certain holders of Common Stock, consisting primarily of members of the Company's Board of Directors and management (the "Voting Agreements"), pursuant to which each such holder agreed to vote shares of Common Stock owned or controlled by him in favor of Bison's designees to the Board of Directors in future elections, among other things, subject to the terms thereof.

The McGurk Agreement, Registration Rights Agreement and Voting Agreements contain representations, warranties, covenants and events of default as are customary for transactions of this type and nature.

The foregoing descriptions of the Fifth Amended and Restated Certificate of Incorporation, the McGurk Agreement, the Registration Rights Agreement and the Voting Agreements are qualified in their entirety by reference to such agreements, which are filed as Exhibits 3.1, 10.1, 10.2 and 10.3 attached hereto.

On November 1, 2017, the Company issued a press release announcing the Transactions, a copy of which is attached hereto as Exhibit 99.1.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth under Item 1.01 above is incorporated herein by reference. The Private Placement Shares were issued pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"). The Exchange Shares were issued pursuant to Section 3(a)(9) of the Securities Act.

Item 5.01 Changes in Control of Registrant.

The information set forth under Item 1.01 above and Item 5.02 below is incorporated herein by reference.

As a result of the consummation of the Transactions, on November 1, 2017, Bison acquired 19,666,667 shares of Common Stock, representing approximately 54.6% of the issued and outstanding Common Stock of the Company, for a total purchase price of $29,500,000 pursuant to the Bison Agreement. The source of funds for Bison's purchase of Private Placement Shares was working capital.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The information set forth under Item 1.01 set forth above is incorporated herein by reference.

Immediately prior to the closing of the Transactions, there were four (4) directors on the Company's Board of Directors (the "Board") who were elected at the Company's annual meeting of stockholders on August 31, 2017, and one vacancy. Pursuant to the Bison Agreement, the Company agreed that as of the closing of the Transactions, the Board will consist of seven (7) directors, and Bison will be entitled to designate two (2) out of the seven (7) directors to serve on the Board. Accordingly, at the closing of the Transactions on November 1, 2017, the number of directors of the Board was set at seven (7), Mr. Peixin Xu and Mr. Peng Jin designated by Bison were appointed as directors to serve on the Board, both of whom are currently directors of Bison. Neither Mr. Xu nor Mr. Jin has any family relationship with any director, executive officer or other director designee of the Company, nor has either held any previous position with the Company.

Mr. Peixin Xu, 46, founded Bison, an investment company with a focus on the media and entertainment, healthcare and financial service industries, in 2014 and has been serving as a partner and director since then. From 2013 to the present, Mr. Xu has been serving on the board of directors of Airmedia Group Inc. (Nasdaq: AMCN). Mr. Xu received a Bachelor's degree in Business Administration from Tianjin University of Commerce of People's Republic of China.

Mr. Peng Jin, 41, has been a managing partner of Bison since August 2014, and a director since March 2017. From 2008 to 2014, Mr. Jin served as a partner of Keystone Ventures. Mr. Jin received a Bachelor's degree in Finance of Information Systems from New York University, Stern School of Business.

On November 1, 2017, the Company's Board approved, and the Company entered into, indemnification agreements with Mr. Peixin Xu and Peng Jin. The newly appointed directors were not provided with any compensation in connection with their appointment.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

The information set forth under Item 1.01 set forth above is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
3.1	Fifth Amended and Restated Certificate of Incorporation as of October 31, 2017.
10.1	Stock Purchase Agreement, dated as of November 1, 2017, between the Company and Christopher J. McGurk.
10.2	Registration Rights Agreement, dated as of November 1, 2017, between the Company and the purchasers listed on Schedule I therein.
10.3	Form of Voting Agreement.
99.1	Press release of the Company dated November 1, 2017.

SIGNATURE

Pursuant to the requirements of Section 13 or 15 (d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated as of November 6, 2017

By:	/s/ Gary S. Loffredo
Name:	Gary S. Loffredo
Title:	President, Digital Cinema, General Counsel and Secretary

EXHIBIT INDEX

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Exhibit 3.1

FIFTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
CINEDIGM CORP.

Gary Loffredo, Secretary of the herein named Corporation, hereby certifies that:

1. The present name of the corporation (hereinafter called the " Corporation ") is Cinedigm Corp. The original name of the Corporation was Access Colo, Inc.

2. The date of filing of the Fourth Amended and Restated Certificate of Incorporation of the Corporation with the Secretary of State of the State of Delaware is November 14, 2003. The date of filing of the Third Amended and Restated Certificate of Incorporation of the Corporation with the Secretary of State of the State of Delaware is November 21, 2001. The date of filing of the Second Amended and Restated Certificate of Incorporation of the Corporation with the Secretary of State of the State of Delaware is October 19, 2001. The date of filing of the Restated Certificate of Incorporation of the Corporation with the Secretary of State of the State of Delaware is August 14, 2001. The date of filing the original Certificate of Incorporation of the Corporation with the Secretary of State of the State of Delaware is March 31, 2000.

3. The provisions of the Fourth Amended and Restated Certificate of Incorporation of the Corporation are hereby amended, restated and integrated into the single instrument that is hereinafter set forth, and that is entitled the Fifth Amended and Restated Certificate of Incorporation of the Corporation without any further amendments other than the amendments herein certified (the " Fifth Amended and Restated Certificate of Incorporation ").

4. This Fifth Amended and Restated Certificate of Incorporation herein certified has been duly adopted in accordance with the provisions of Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware. Prompt written notice of the adoption of the amendment herein certified has been given to those stockholders who have not consented in writing thereto, as provided in Section 228 of the General Corporation Law of the State of Delaware.

5. The Certificate of Incorporation, as amended and restated herein, shall, at the effective time of this Fifth Amended and Restated Certificate of Incorporation, read as follows:

FIFTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

CINEDIGM CORP.

FIRST: Name : The name of the Corporation is: Cinedigm Corp.

SECOND: Address : The address of the Corporation's registered office in the State of Delaware is 251 Little Falls Drive, Wilmington, Delaware, County of New Castle 19808. The name of the agent at such address is Corporation Service Company.

THIRD: Purpose : The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: Capitalization :

Section 4.1 Authorized Shares.

The total number of shares of capital stock that the Corporation shall have authority to issue is seventy-five million (75,000,000) shares as follows: (i) sixty million (60,000,000) shares of common stock, of which sixty million (60,000,000) shares shall be Class A Common Stock, par value $0.001 per share (the " Class A Common Stock "); and (ii) fifteen million (15,000,000) shares of preferred stock, par value $0.001 per share (the " Preferred Stock ") of which twenty (20) shares shall be "Series A Preferred Stock," and 14,999,980 of which the Board of Directors shall have the authority by resolution or resolutions to fix all of the powers, preferences and rights, and the qualifications, limitations and restrictions of the Preferred Stock permitted by the Delaware General Corporation Law and to divide the Preferred Stock into one or more class and/or classes and designate all of the powers, preferences and rights, and the qualifications, limitations and restrictions of each class permitted by the Delaware General Corporation Law.

Section 4.2 Class A Common Stock.

Except as otherwise provided by law or this Fifth Amended and Restated Certificate of Incorporation, as amended from time to time (this " Certificate of Incorporation "), the holders of the Class A Common Stock shall be entitled to one vote per share on all matters to be voted on by the stockholders of the Corporation.

Section 4.3 Series A Preferred Stock

Section 4.3.1. Dividend Rights . The holders of Series A Preferred Stock shall be entitled to receive dividends, but only out of funds that are legally available therefor, at the rate of 10% of the Series A Original Issue Price (as defined below) per annum on each outstanding share of Series A Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares). The original issue price of the Series A Preferred Stock shall be $500,000 per share (the "Series A Original Issue Price"). For any share of Series A Preferred Stock, such dividends shall begin to accrue commencing upon the first date such share is issued and becomes outstanding (the "Original Issue Date") and shall be payable in cash or, at the Corporation's option, by converting the cash amount of such dividends into Class A common stock, par value $0.001 per share (the "Class A Common Stock"), based on the value of the Class A Common Stock equal to (i) so long as the sum of the number of shares of Class A Common Stock issued by the Corporation that would be integrated with the other shares of Class A Common Stock issued under this Paragraph 1 under the rules of the NASDAQ Stock Market plus the number of shares of Class A Common Stock issued under this Paragraph 1 does not exceed 5,366,529 shares (as shall be adjusted for stock splits), the price determined by the daily volume weighted average price per share of the Class A Common Stock on its principal trading market as reported by Bloomberg Financial L.P. (the "VWAP") for the five (5) day Trading Day (as defined below) period ending on the Trading Day (as defined below) immediately preceding the Dividend Payment Date (as defined below), of the Corporation, and (ii) thereafter, the greater of the Book Value Per Share (as defined below) or Market Value Per Share (as defined below) (the greater of those two amounts, the "Market Price"), as measured on the Original Issue Date for the initial issuance of shares of Series A Preferred Stock in connection with any shares of Series A Preferred Stock that would be integrated under the rules of the NASDAQ Stock Market. The dividends shall be payable in arrears (a) first, on the earlier of (x) September 30, 2010 or (y) the last day of the calendar quarter during which the Corporation ceases to be contractually prohibited from paying such dividends, and thereafter (b) quarterly on the last day of each calendar quarter beginning in the calendar quarter following such initial dividend payment date and continuing until such shares of Series A Preferred Stock are redeemed (each, a "Dividend Payment Date"), provided, that, if any such Dividend Payment Date is not a Business Day (as defined below), then any such dividend shall be payable on the next Business Day. Such dividends shall accrue day-by-day and shall be cumulative, whether or not declared by the Board of Directors and whether or not there shall be funds legally available for the payment of dividends. The term "Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in the New York, New York are authorized or required by law to be closed. Until it has paid all dividends on the Series A Preferred Stock as contemplated in this Certificate of Designations, the Corporation may not pay dividends on the Common Stock or any other stock of the Corporation hereafter created that is junior in terms of dividend rights, redemption or liquidation preference to the Series A Preferred Stock (together with the Common Stock, "Junior Stock"). The term "Trading Day" means any day on which the Class A Common Stock is traded on its principal market; provided that the "Trading Day" shall not include any day on which the principal market is open for trading for less than 4.5 hours. The terms "Book Value Per Share" and "Market Value Per Share" shall be determined in accordance with the rules of The NASDAQ Stock Market, as in effect on the date of this Certificate of Designations.

Section 4.3.2. Voting Rights . Except as otherwise provided herein or as required by law, the holders of Series A Preferred Stock will not have the right to vote on matters brought before the stockholders of the Corporation.

Section 4.3.3. Liquidation Rights . Upon any liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary, before any distribution or payment shall be made to the holders of any Junior Stock, subject to the rights of any series of Preferred Stock that may from time-to-time come into existence and which is expressly senior to the rights of the Series A Preferred Stock, the holders of Series A Preferred Stock shall be entitled to be paid in cash out of the assets of the Corporation an amount per share of Series A Preferred Stock equal to 100% of the Series A Original Issue Price (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares), plus accrued but unpaid dividends (the "Liquidation Preference"), for each share of Series A Preferred Stock held by each such holder. If, upon any such liquidation, dissolution, or winding up, the assets of the Corporation shall be insufficient to make payment in full of the Liquidation Preference to all holders of Series A Preferred Stock, then such assets shall be distributed among the holders of Series A Preferred Stock at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

Section 4.3.4. Conversion Rights . Except as otherwise provided herein or as required by law, the holders of Series A Preferred Stock will have no rights with respect to the conversion of the Series A Preferred Stock into shares of Class A Common Stock or any other security of the Corporation.

Section 4.3.5. Redemption . The Series A Preferred Stock may be redeemed by the Corporation at any time after the second anniversary of the Original Issue Date (the "Redemption Date") upon thirty (30) days advance written notice (a "Notice of Redemption") to the holder, for a price equal to One Hundred and Ten Percent (110%) of the Liquidation Preference (which Liquidation Preference shall include, for avoidance of doubt, all accrued but unpaid dividends payable to the holder of the Series A Preferred Stock for the period between the Notice of Redemption and the Redemption Date) (the "Callable Amount"), payable in cash or, at the Corporation's option, so long as the closing price of the Class A Common Stock is $2.18 or higher (as shall be adjusted for stock splits) for at least (90) consecutive Trading Days ending on the Trading Day immediately prior to the Notice of Redemption, by converting such Callable Amount into Class A Common Stock at the Market Price, as measured on the Original Issue Date for the initial issuance of shares of Series A Preferred Stock in connection with any shares of Series A Preferred Stock that would be integrated under the rules of the NASDAQ Stock Market. The Corporation will indicate on a Notice of Redemption whether the Corporation will redeem the Series A Preferred Stock to be so redeemed in cash or, if so permitted under the immediately preceding sentence, in Class A Common Stock.

Section 4.3.6. Amendment . None of the powers, preferences and relative, participating, optional and other special rights of the Series A Preferred Stock as provided in this Certificate of Designations or in the Certificate of Incorporation shall be amended in any manner that would alter or change the powers, preferences, rights or privileges of the holders of Series A Preferred Stock so as to affect them adversely without the affirmative vote of the holders of at least four-fifths of the outstanding shares of Series A Preferred Stock, voting as a separate class.

FIFTH: Voting : The holders of the Common Stock shall be entitled to vote on all matters submitted to a vote of the stockholders of the Corporation for each share held by such holders in accordance with Section 4 hereof.

SIXTH: The Corporation is to have perpetual existence.

SEVENTH: In furtherance and not in limitation of the powers conferred by statute, the board of directors of the Corporation is expressly authorized to adopt, amend or repeal the by-laws of the Corporation.

EIGHTH: Meetings of stockholders may be held within or without the State of Delaware, as the by-laws of the Corporation may provide. The books of the Corporation may be kept (subject to any provision contained in any statute) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors of the Corporation or in the by-laws of the Corporation. Elections of directors need not be by written ballot unless the by-laws of the Corporation shall so provide.

NINTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in any manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

TENTH: The Corporation shall indemnify, to the fullest extent now or hereafter permitted by law, each director, officer or other authorized representative of the Corporation who was or is made a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an authorized representative of the Corporation, against all expenses (including attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties) and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding.

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; provided, however, that this provision shall not eliminate or limit the liability of a director to the extent that such elimination or limitation of liability is expressly prohibited by the Delaware General Corporation Law as in effect at the time of the alleged breach of duty by such director.

Any repeal or modification of this Article by the stockholders of the Corporation shall not adversely affect any right or protection existing at the time of such repeal or modification to which any person may be entitled under this Article. The rights conferred by this Article shall not be exclusive of any other right which the Corporation may now or hereafter grant, or any person may have or hereafter acquire, under any statute, provision of this Certificate of Incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise. The rights conferred by this Article shall continue as to any person who shall have ceased to be a director or officer of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such person.

For the purposes of this Article, the term " authorized representative " shall mean a director, officer, employee or agent of the Corporation or of any subsidiary of the Corporation, or a trustee, custodian, administrator, committeeman or fiduciary of any employee benefit plan established and maintained by the Corporation or by any subsidiary of the Corporation, or a person who is or was serving another Corporation, partnership, joint venture, trust or other enterprise in any of the foregoing capacities at the request of the Corporation.

Executed on October 31, 2017

/s/ Gary Loffredo
Gary Loffredo, Secretary

Exhibit 10.1

STOCK PURCHASE AGREEMENT

This AGREEMENT, dated as of November 1, 2017, by and between Cinedigm Corp., a Delaware corporation (the " Company "), and the purchasers set forth on Schedule 1 attached hereto (the " Purchasers ").

WHEREAS, the Company desires to sell and the Purchasers desire to purchase shares of the Company's Class A common stock, $.001 par value (the " Common Stock "), on the terms and conditions hereinafter set forth.

WHEREAS, the Company has entered into that certain Stock Purchase Agreement, dated as of June 29, 2017, by and between the Company and Bison Entertainment Investment Limited (the " Bison Agreement "), pursuant to which certain transactions are contemplated (the " Transactions ").

NOW, THEREFORE, in consideration of the mutual covenants and representations herein set forth, it is hereby agreed as follows:

1. Purchase and Sale of Common Stock . Subject to the terms and conditions of this Agreement, the Company hereby agrees to sell to the Purchasers, and the Purchasers agree, severally and not jointly, to purchase from the Company, for a price of $1.50 per share resulting in an aggregate purchase price of $500,000 (the " Purchase Price "), as allocated among the Purchasers on Schedule 1 , such number of shares of Common Stock (the " Shares ") for each Purchaser as is set forth on Schedule 1 immediately prior to this Agreement.

2. Closing . The closing (the " Closing ") of the purchase and sale of the Shares by the Purchaser and the Company will occur in connection with the closing of the Transactions (the " Closing Date ").

3. Closing Conditions . The Closing is subject to the following conditions being met the (the " Closing Conditions "):

a. The concurrent closing of the Transactions;

b. The Registration Rights Agreement (as defined below) is duly executed and delivered by the Company and the Purchasers;

c. The accuracy in all material respects when made and on the Closing Date of the representations and warranties of each Purchaser and the Company contained herein; and

d. The delivery of the applicable portion of the Purchase Price by the Purchaser to the Company by surrender by such Purchaser of other securities or obligations of the Company including, for the avoidance of doubt, loans under that certain Second Lien Loan Agreement, dated as of July 14, 2016 (as amended, amended and restated, supplemented or otherwise modified), among Cinedigm Corp., certain Lenders, including the Purchaser, and Cortland Capital Market Services LLC (the " Second Lien Loan Agreement ").

Immediately after the Closing, the Company shall cause its transfer agent to deliver stock certificates to the Purchasers representing the Shares, or to credit an account in each Purchaser's name of such number of Shares in book-entry form, as indicated on Schedule 1.

4. Representations and Warranties of Purchaser . Each Purchaser, individually and not on behalf of any other Purchaser, hereby represents and warrants that as of the date hereof and as of the Closing Date:

a. Own Account . The Purchaser understands that the Shares are "restricted securities" and have not been registered under the Securities Act of 1933, as amended (the " Act "), or any applicable state securities law. The Purchaser is acquiring the Shares for his own account and not with a view to or for distributing or reselling such Shares or any part thereof in violation of the Act or any applicable state securities law, has no present intention of distributing any of such Shares in violation of the Act or any applicable state securities law and has no arrangement or understanding with any other persons or entities regarding the distribution of such Shares (this representation and warranty not limiting the Purchaser's right to sell the Shares in compliance with applicable federal and state securities laws) in violation of the Act or any applicable state securities law.

b. Purchaser Status . At the time the Purchaser was offered the Shares, he was, and at the date hereof he is, an "accredited investor" as defined in Rule 501 under the Act.

c. Experience of Such Purchaser . The Purchaser has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Shares, and has so evaluated the merits and risks of such investment. The Purchaser is able to bear the economic risk of an investment in the Shares and, at the present time, is able to afford a complete loss of such investment. The Purchaser has had access to information about the Company sufficient to make an investment decision with respect to the Shares.

d. General Solicitation . The Purchaser is not purchasing the Shares as a result of any advertisement, article, notice or other communication regarding the Shares published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

e. Certain Trading Activities . The Purchaser has not directly or indirectly, nor has any person or entity acting on behalf of or pursuant to any understanding with the Purchaser, engaged in any direct or indirect purchases or sales in the securities of the Company (including, without limitations, any short sales involving the Company's securities) since the time that the Purchaser was first contacted by or on behalf of the Company or any other person or entity regarding the investment in the Company contemplated by this Agreement. The Purchaser covenants that neither he nor any person or entity acting on his behalf or pursuant to any understanding with him will engage in any direct or indirect purchases or sales in the securities of the Company (including short sales) prior to the time that the transactions contemplated by this Agreement are publicly disclosed by the Company. The Purchaser has maintained, and covenants that until such time as the transactions contemplated by this Agreement are publicly disclosed by the Company the Purchaser will maintain, the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction).

f. Authorization; Enforcement . The Purchaser has the requisite power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out his obligations hereunder. The execution and delivery of this Agreement by the Purchaser and the consummation by it of the transactions contemplated thereby have been duly authorized by all necessary action on the part of the Purchaser and no further action is required by the Purchaser. This Agreement has been duly executed by the Purchaser and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

5. Representations and Warranties of Company . The Company hereby represents and warrants that as of the date hereof and as of the Closing Date:

a. Authorization; Enforcement . The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder. The execution and delivery of this Agreement by the Company and the consummation by it of the transactions contemplated thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company or its board of directors in connection therewith. This Agreement has been duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

b. Private Placement . Assuming the accuracy of the Purchaser's representations and warranties set forth in Section 4, no registration under the Act is required for the offer and sale of the Shares by the Company to the Purchaser as contemplated hereby.

6. Securities Legend . Until such time as the Shares shall have been transferred in accordance with an opinion of counsel satisfactory to the Company that registration under the Act is not required, so long as required under the Act or the regulations promulgated thereunder, the certificate(s) representing the Shares shall bear substantially the following legend:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

7. Registration Rights . The Purchasers will be entitled to registration rights with respect to the Shares pursuant to the Registration Rights Agreement with the Company related to the Transactions (the " Registration Rights Agreement ").

8. Termination . This Agreement may be terminated by (i) the Company or (ii) any Purchaser, as to such Purchaser's respective obligations hereunder only and without any effect whatsoever on the obligations of any other Purchaser, in either case by written notice to the other parties, if the Closing has not been consummated on or before the Outside Date, as defined in the Bison Agreement.

9. Governing Law . This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of New York, without regard to principles of conflicts of law that would require the application of the laws of another jurisdiction.

10. Notice . Notice hereunder shall be deemed to have been duly given if in writing and delivered in person or by registered or certified mail, postage prepaid, return receipt requested, if to the Company, at its office at 902 Broadway, 9 th Floor, New York, New York, 10010, Attn: General Counsel, or if to a Purchaser, at the address set forth on such Purchaser's signature page (or at such other addresses as the parties may notify each other in accordance with the provisions of this Section 9).

11. Entire Agreement; Amendment . This Agreement supersedes all prior written and oral agreements and understandings among the parties as to its subject matter and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be modified, amended, terminated or any provision thereof waived in whole or in part except by a written agreement signed by the Company and any Purchaser affected by such modification, amendment, termination or waiver.

12. Waivers . No waiver hereunder shall (i) be valid unless in a writing signed by the waiving party, and (ii) be deemed a waiver of any subsequent breach or default of the same or a similar nature.

13. Severability; Reformation . If any provision of this Agreement shall be determined by a court of law to be unenforceable for any reason, such unenforceability shall not affect the enforceability of any of the remaining provisions hereof; and this Agreement, to the fullest extent lawful, shall be reformed and construed as if such unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be enforceable to the maximum extent legally possible.

14. Headings . Headings are for convenience only and are not deemed to be part of this Agreement.

15. Counterparts . This Agreement may be executed in any number of counterparts, all of which taken together, shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date and year first above written.

CINEDIGM CORP.

By: /s/ Gary Loffredo
Name: Gary Loffredo
Title: Secretary

CHRISTOPHER AND JAMIE MCGURK LIVING TRUST

By: /s/ Christopher McGurk
Name: Christopher McGurk
Title: Trustee

Address for Notices:
8383 Wilshire Blvd, Ste 400
Beverly Hills, CA 90211

SCHEDULE 1

Name	Purchase Price	Form of Payment	Number of Shares	Certificate or Book Entry
Christopher and Jamie McGurk Living Trust	$500,000	Surrender of $500,000 of loans under the Company's Second Lien Loan Agreement	333,333	Certificate

Exhibit 10.2

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (the " **Agreement** ") is made and entered into as of November 1, 2017, by and between Cinedigm Corp., a Delaware company (the " Company ") and the purchasers listed on Schedule 1 attached hereto (the " Purchasers "). The Company and each of the Purchasers have entered into either that certain Stock Purchase Agreement dated as of June 29, 2017 (the " Purchase Agreement ") by and between the Company and Bison Entertainment Investment Limited or one of certain other stock purchase agreements, each dated as of November 1, 2017 (the " Other Agreements ") by and between the Company and each other Purchaser. Terms used but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

RECITALS

WHEREAS, the Company and each of the Purchasers have entered into the Purchase Agreement or one of the Other Agreements, as applicable, pursuant to which the Company will issue and sell and the Purchasers will purchase an aggregate of 20,000,000 shares (the " Purchased Shares "), of the Class A common stock of the Company, par value US$0.001 per share (the " Class A Shares "), subject to the terms and conditions thereof; and

WHEREAS, it is a condition to the Closing that, among other things, this Agreement has been executed and delivered by the parties hereto.

NOW, THEREFORE, in consideration of the foregoing premises, mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. Definitions

For the purposes of this Agreement:

(a) Registrable Securities

" Registrable Securities " shall mean the Purchased Shares, together with any Class A Shares obtained by each Purchaser or any party that controls, is controlled by or is under common control with such Purchaser (a " Related Transferee " of such Purchaser) through any stock split, stock dividend or any similar issuance in respect of the Purchased Shares.

Notwithstanding the foregoing, " Registrable Securities " shall exclude (i) any Registrable Securities sold by a person in a transaction in which rights under this Agreement are not expressly assigned in accordance with this Agreement, (ii) any Registrable Securities sold into the public market, whether sold pursuant to Rule 144 (" Rule 144 ") promulgated under the Securities Act of 1933, as amended (the " 1933 Act "), or in a registered offering, or otherwise, or (iii) any Registrable Securities upon becoming eligible for sale without restriction by the holder thereof pursuant to Rule 144.

(b) The Outstanding Registrable Securities

The number of "the Outstanding Registrable Securities " means the number of Class A Shares held by the Holders which are Registrable Securities.

(c) Holder

" Holder " shall mean any Purchaser and any permitted assignee of the Registrable Securities to whom rights under this Agreement have been duly assigned in accordance with this Agreement.

(d) Form S-3

" Form S-3 " shall mean any such form under the 1933 Act being in effect on the date hereof or any successor registration form under the 1933 Act subsequently adopted by the Securities and Exchange Commission of the United States (the " Commission "). Such form permits the inclusion or incorporation of substantial information by reference to other documents filed by the Company with the Commission.

2. Demand Registration

(a) Request by Holders

Subject to Section 9 of this Agreement, if the Company shall receive a written request from the Holders possessing collectively at least fifteen percent (15%) of the Outstanding Registrable Securities that the Company file a registration statement under the 1933 Act covering the registration of the resale of the Registrable Securities pursuant to this Section 2, then the Company shall, within ten (10) business days of the receipt of such written request, give written notice of such request (" Request Notice ") to all the Holders, and use its best efforts to effect, as soon as practicable, the registration under the 1933 Act of all Registrable Securities that the Holders request to be registered in such registration by providing written notice to the Company within twenty (20) days after receipt of the Request Notice, subject only to the limitations set forth in this Section 2.

(b) Underwriting

If the Holders initiating the registration request under this Section 2 (" Initiating Holders ") intend to distribute the Registrable Securities covered by their request by means of an underwriting, then they shall so advise the Company as a part of their request made pursuant to this Section 2 and the Company shall include such information in the written notice referred to in Clause 2(a). In such an event, the right of any Holder to include his Registrable Securities in such registration shall be conditional upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting (unless otherwise mutually agreed by a majority in interest of the Initiating Holders and such Holder) to the extent provided herein. All the Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting by the Holders of a majority of the Registrable Securities being registered and reasonably acceptable to the Company. Notwithstanding any other provision of this Section 2, if the underwriter(s) advise(s) the Company in writing that marketing factors require a limitation of the number of securities to be underwritten, then the Company shall so advise all the Holders of Registrable Securities which would otherwise be registered and underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be reduced as required by the underwriter(s) and allocated among the Holders of Registrable Securities on a pro rata basis according to the number of the Outstanding Registrable Securities held by each Holder requesting registration (including the Initiating Holders); provided , however , that in any public offering of securities, the right of the underwriter(s) to exclude shares (including Registrable Securities) from the registration and underwriting as described above shall be restricted so that all shares that are not Registrable Securities and are held by any other person, including, without limitation, any person who is an employee, officer or director of the Company (or any subsidiary of the Company) shall first be excluded from such registration and underwriting before any Registrable Securities are so excluded. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter(s), which notice shall be delivered at least ten (10) business days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration.

(c) Maximum Number of Demand Registrations; Duration of Effectiveness

The Company shall be obligated to effect only three (3) such registrations pursuant to this Section 2; provided , that a registration requested pursuant to this Section 2 shall not be deemed to have been effected for purposes of this Section 2(c) unless (i) it has been declared effective by the Commission, (ii) it has remained effective for the period set forth below and (iii) the offering of Registrable Securities pursuant to such registration is not subject to any stop order, injunction or other order or requirement of the Commission (other than any such stop order, injunction, or other requirement of the Commission prompted by act or omission of the Holders of Registrable Securities) that has not been withdrawn. The Company shall use its best efforts to keep effective any registration effected pursuant to this Section 2 until the earlier of (i) that date that all of the Registrable Securities registered thereon have been sold, (ii) the date that the Holders whose Registrable Securities are included in such registration notify the Company in writing that they will not make any further sales thereunder, and (iii) 120 days from the effective date.

(d) Deferral

Notwithstanding the foregoing, if the Company furnishes to the Holder or Holders initiating a registration request under this Section 2 a certificate signed by a director of the Company stating that in the good faith judgment of the Board, it would be materially detrimental to the Company and its shareholders for such registration statement to be filed, then the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Initiating Holders; provided , however , that the Company may not utilize this right more than once in any twelve (12) month period.

(e) Expenses

All expenses incurred in connection with any registration, pursuant to this Section 2, including without limitation all federal and "blue sky" registration, filing and qualification fees, printer's and accounting fees, and fees and disbursements of counsel for the Company, shall be borne by the Company. Each Holder participating in a registration pursuant to this Section 2 shall bear such Holder's proportionate share (based on the total number of shares sold in such registration other than for the account of the Company) of all discounts, commissions or other amounts payable to underwriters or brokers, and the Holders' legal fees, in connection with such offering by the Holders. Notwithstanding the foregoing, the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to this Section 2 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered, unless the Holders of a majority of the Outstanding Registrable Securities agree that such registration constitutes the use by the Holders of one (1) demand registration pursuant to Section 2 (in which case such registration shall also constitute the use by all Holders of Registrable Securities of one (1) such demand registration); provided , further , however , that if at the time of such withdrawal, the Holders have learned of a material adverse change in the condition, business, or prospects of the Company not known to the Holders at the time of their request for such registration and have withdrawn their request for registration with reasonable promptness after learning of such material adverse change, then the Holders shall not be required to pay any of such expenses and such registration shall not constitute the use of a demand registration pursuant to this Section 2.

3. Piggyback Registrations

Subject to Section 9 of this Agreement, the Company shall notify all the Holders of Registrable Securities in writing at least thirty (30) days prior to filing any registration statement under the 1933 Act for purposes of effecting a public offering of securities of the Company (other than (i) a registration on Form S-4 or Form S-8, or any successor or other forms promulgated for similar purposes, and (ii) demand registrations pursuant to Section 2) and will afford each such Holder an opportunity to include in such registration statement all or any part of the Registrable Securities then held by such Holder. Each Holder desiring to include in any such registration statement all or any part of the Registrable Securities held by such Holder shall within twenty (20) days after receipt of the above-described notice from the Company, so notify the Company in writing, and in such notice shall inform the Company of the number of Registrable Securities such Holder wishes to include in such registration statement. If a Holder decides not to include all of its Registrable Securities in any registration statement thereafter filed by the Company, such Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be filed by the Company with respect to offerings of its securities, all upon the terms and conditions set forth herein.

(a) Underwriting

If a registration statement under which the Company gives notice under this Section 3 is for an underwritten offering, then the Company shall so advise the Holders. In such event, the right of any such Holder's Registrable Securities to be included in a registration pursuant to this Section 3 shall be conditional upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All the Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting. Notwithstanding any other provision of this Agreement, if the managing underwriter(s) determine(s) in good faith that marketing factors require a limitation of the number of shares to be underwritten, then the managing underwriter(s) may exclude shares from the registration and the underwriting, and the number of shares that may be included in the registration and the underwriting shall be allocated, first to the Company, and second , to each of the Holders requesting inclusion of their Registrable Securities in such registration statement on a pro rata basis based on the total number of Registrable Securities then held by each such Holder; provided , however , that the right of the underwriter(s) to exclude shares (including Registrable Securities) from the registration and underwriting as described above shall be restricted so that all shares that are not Registrable Securities and are held by any other person, excluding the Company but including, without limitation, any person who is an employee, officer or director of the Company (or any subsidiary of the Company) shall first be excluded from such registration and underwriting before any Registrable Securities are so excluded. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter(s), delivered at least ten (10) business days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration.

(b) Expenses

All expenses incurred in connection with a registration pursuant to this Section 3 (excluding underwriters' and brokers' discounts and commissions relating to shares sold by the Holders and legal-fees of counsel for the Holders), including, without limitation all federal and "blue sky" registration, filing and qualification fees, printer's and accounting fees, and fees and disbursements of counsel for the Company, shall be borne by the Company.

(c) Not Demand Registration

Registration pursuant to this Section 3 shall not be deemed to be a demand registration as described in Section 2 above. Except as otherwise provided herein, there shall be no limit on the number of times the Holders may request registration of Registrable Securities under this Section 3.

4. Form S-3 Registration

4.1 Subject to Section 9 of this Agreement, in case the Company shall, at any time when it is eligible to use Form S-3, receive from the Holder(s) of a majority of all the Outstanding Registrable Securities a written request or requests that the Company effect a registration on Form S-3 and any related qualification or compliance with respect to the resale of all or a part of the Registrable Securities owned by such Holder or Holders, then the Company will:

(a) Notice

promptly give written notice of the proposed registration and the Holder's or Holders' request therefor, and any related qualification or compliance, to all other Holders of Registrable Securities;

(b) Registration

as soon as practicable, effect such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Holders or Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holder or Holders joining in such request as are specified in a written request given within twenty (20) days after the Company provides the notice contemplated by paragraph (a) of this Section 4.1; and

(c) Maximum Number of Form S-3 Registrations; Duration of Effectiveness

be obligated to effect (i) only one (1) such registration in any calendar year pursuant to this Section 4, and (ii) no such registration with respect to any Registrable Securities while any other such registration with respect to such Registrable Securities pursuant to this Section 4 remains effective. The Company shall use its best efforts to keep the Form S-3 continuously effective until the date on which all Registrable Securities covered by the Form S-3 have been sold thereunder in accordance with the plan and method of distribution disclosed in the prospectus included in the Form S-3 or any amendment or supplement thereto, or cease to constitute Registrable Securities.

4.2 Expenses

The Company shall pay all expenses incurred in connection with each registration requested pursuant to this Section 4 (excluding underwriters' or brokers' discounts and commissions relating to shares sold by the Holders and legal fees of counsel for the Holders), including without limitation federal and "blue sky" registration, filing and qualification fees, printer's and accounting fees, and fees and disbursements of counsel for the Company.

4.3 Deferral

Notwithstanding the foregoing, if the Holder or Holders of a majority of all the Outstanding Registrable Securities request the filing of a registration statement pursuant to this Section 4 and the Company furnishes to such Holder or Holders a certificate signed by a director of the Company stating that in the good faith judgment of the Board, it would be materially detrimental to the Company and its shareholders for such registration statement to be filed, then the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the initiating Holders; provided , however , that the Company may not utilize this right more than once in any twelve (12) month period.

4.4 Not Demand Registration

Form S-3 registrations pursuant to this Section 4 shall not be deemed to be demand registrations as described in Section 2 above. Except as otherwise provided herein, there shall be no limit on the number of times the Holder or Holders may request registration of Registrable Securities under this Section 4.

5. Obligations of the Company

Whenever required to effect the registration of any Registrable Securities under this Agreement, the Company shall, as expeditiously as reasonably possible:

(a) Registration Statement

prepare and file with the Commission a registration statement with respect to such Registrable Securities and use its best efforts to cause such registration statement to become effective;

(b) Amendments and Supplements

prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the 1933 Act with respect to the disposition of all securities covered by such registration statement;

(c) Prospectuses

furnish to the Holders such number of conformed copies of the applicable registration statement and each such amendment and supplement thereto (including in each case all exhibits), and copies of a prospectus, including a preliminary prospectus, if applicable, in conformity with the requirements of the 1933 Act, and such other documents as they may reasonably request in order to facilitate the disposition of the Registrable Securities owned by them that are included in such registration;

(d) Blue Sky

use its best efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdictions as shall be reasonably requested by the Holders, provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions;

(e) Underwriting

in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement in usual and customary form, with the managing underwriter(s) of such offering. Each Holder participating in such underwriting shall also enter into and perform its obligations under such an agreement;

(f) Notification

notify each Holder of Registrable Securities covered by such registration statement at any time (i) when a prospectus relating thereto is required to be delivered under the 1933 Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing, (ii) of the issuance by the Commission of any stop order suspending the effectiveness of such registration statement or the initiation of any proceedings for that purpose, (iii) of the receipt by the Company or its legal counsel of any notification with respect to the suspension of the qualification of the Class A Shares for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, and (iv) of any request by the Commission for amendments or supplements to such Registration Statement or the prospectus included therein or for additional information;

(g) Post-Effective Amendments

upon the occurrence of any event contemplated by Section 5(f)(i) above, promptly prepare a post-effective amendment to such registration statement or a supplement to the related prospectus or file any other required document so that, as thereafter delivered to the Holders, the prospectus will not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If the Company notifies the Holders in accordance with Section 5(f)(i) above to suspend the use of the prospectus until the requisite changes to the prospectus have been made, then the Holders shall suspend use of such prospectus and use their reasonable efforts to return to the Company all copies of such prospectus (at the Company's expense) other than permanent file copies then in such Holder's possession, and the period of effectiveness of such registration statement provided for above shall be extended by the number of days from and including the date of the giving of such notice to the date Holders shall have received such amended or supplemented prospectus pursuant to this Section 5(g);

(h) Opinion and Comfort Letter

furnish, at the request of any Holder requesting registration of Registrable Securities, on the date that such Registrable Securities are delivered to the underwriters for sale, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the date that the registration statement with respect to such securities becomes effective, (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering and reasonably satisfactory to a majority in interest of the Holders requesting registration, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities and (ii) a "comfort" letter dated as of such date, from the independent auditors of the Company, in form and substance as is customarily given by independent auditors to underwriters in an underwritten public offering and reasonably satisfactory to a majority in interest of the Holders requesting registration, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities;

(i) Compliance with Securities Law

otherwise use its reasonable efforts to comply with all applicable rules and regulations of the Commission, and make earnings statements satisfying the provisions of Section 11(a) of the 1933 Act generally available to the Holders no later than 45 days after the end of any twelve-month period (or 90 days, if such period is a fiscal year) (i) commencing at the end of any fiscal quarter in which Registrable Securities are sold to underwriters in an underwritten public offering, or (ii) if not sold to underwriters in such an offering, beginning with the first month of the Company's first fiscal quarter commencing after the effective date of the registration statement, which statements shall cover said twelve-month periods; provided, however, that the filing with the Commission of periodic reports on Form 10-K and Form 10-Q (including reports filed in compliance with the time extensions permitted by Rule 12b-25 promulgated under the 1933 Act) shall satisfy the requirements of this Section 5(i).

(j) Listing Applications

use its reasonable efforts to cause all such Registrable Securities to be listed on each securities exchange or quotation system on which similar securities issued by the Company are listed or traded;

(k) Company Disclosure

make reasonably available for inspection by the representatives of the Holders, any underwriter participating in any disposition pursuant to such Registration Statement and any attorney, accountant or other agent retained by such representatives or any such underwriter all relevant financial and other records, pertinent corporate documents and properties of the Company and cause the Company's officers, directors and employees to supply all relevant information reasonably requested by such representative or any such underwriter, attorney, accountant or agent in connection with the registration; and

(l) Transfer Agent

use reasonable efforts to procure the cooperation of the Company's transfer agent in settling any offering or sale of Registrable Securities, including with respect to the transfer of physical stock certificates into book-entry form in accordance with any procedures reasonably requested by the Holders or the underwriters.

6. Furnish Information

It shall be a condition precedent to the obligations of the Company to take any action pursuant to Sections 2, 3 or 4 that the selling Holder or Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them, other Company securities held by them, and the intended method of disposition of such Registrable Securities as shall be required to timely effect the registration of their Registrable Securities.

7. Indemnification

In the event any Registrable Securities are included in a registration statement under Section 2, 3 or 4:

(a) By the Company

To the extent permitted by law the Company will indemnify and hold harmless each Holder, the partners, officers and directors of each Holder, any underwriter (as determined in the 1933 Act) for such Holder and each person, if any, who controls such Holder or underwriter within the meaning of the 1933 Act or the Securities Exchange Act of 1934, as amended (the " 1934 Act "), against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the 1933 Act, the 1934 Act or other federal or state law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a " Violation "):

(i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto;

(ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or

(iii) any violation or alleged violation by the Company of the 1933 Act, the 1934 Act, any federal or state securities law or any rule or regulation promulgated under the 1933 Act, the 1934 Act or any federal or state securities law in connection with the offering covered by such registration statement;

and the Company will reimburse each such Holder, partner, officer or director, underwriter or controlling person for any legal or other expenses reasonably incurred by them, as incurred, in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however , that the indemnity agreement contained in paragraph 7(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Holder, partner, officer, director, underwriter or controlling person of such Holder; and provided, further , that the Company shall only be obligated to reimburse legal expenses for one counsel for all Holders.

(b) By Selling Holders

To the extent permitted by law, each selling Holder will indemnify and hold harmless the Company, each of its directors, each of its officers who have signed the registration statement, each person, if any, who controls the Company within the meaning of the 1933 Act, any underwriter and any other Holder selling securities under such registration statement or any of such other Holder's partners, directors or officers or any person who controls such Holder within the meaning of the 1933 Act or the 1934 Act, against any losses, claims, damages or liabilities (joint or several) to which the Company or any such director, officer, controlling person, underwriter or other such Holder, partner or director, officer or controlling person of such other Holder may become subject under the 1933 Act, the 1934 Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration; and each such Holder will reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer, controlling person, underwriter or other Holder, partner, officer, director or controlling person of such other Holder in connection with investigating or defending any such loss, claim, damage, liability or action: provided , however , that the indemnity agreement contained in this paragraph 7(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; and provided , further , that the total amounts payable in indemnity by a Holder under this paragraph 7(b) in respect of any Violation shall not exceed the net proceeds received by such Holder in the registered offering out of which such Violation arises.

(c) Contribution

If the indemnification provided for in this Section 7 from the indemnifying party is unavailable to an indemnified party hereunder in respect of any losses, claims, damages, liabilities or expenses referred to therein, then the indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and indemnified parties in connection with the actions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative fault of such indemnifying party and indemnified parties shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made by, or relates to information supplied by, such indemnifying party or indemnified parties, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with any investigation or proceeding.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 7(c) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. No Person (as defined in the 1934 Act) guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

(d) Notice

Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 7, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided , however , that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential conflict of interests between such indemnified party and any other party represented by such counsel in such proceeding; provided, however , that if the Company is the indemnifying party, it shall only be obligated to pay for legal expenses for one counsel for all Holders. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of liability to the indemnified party under this Section 7 to the extent the indemnifying party is prejudiced as a result thereof, but the omission so to deliver written notice to the indemnified party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 7.

(e) Survival

The obligations of the Company and the Holders under this Section 7 shall survive until the fifth anniversary of the completion of any offering of Registrable Securities in a registration statement, regardless of the expiration of any statutes of limitation or extensions of such statutes.

8. No Registration Rights to Third Parties

Without the prior written consent of the Holders of a majority in interest of the Outstanding Registrable Securities, the Company covenants and agrees that it shall not grant, or cause or permit to be created, for the benefit of any person or entity any registration rights of any kind (whether similar to the demand, "piggyback" or Form S-3 registration rights described in this Agreement, or otherwise) relating to shares or any other voting securities of the Company, other than rights that are subordinate in right to the Holders.

9. Assignment

The registration rights under this Agreement may be assigned by any Holder:

(a) only to a Related Transferee; and

(b) such Related Transferee shall have executed a written agreement pursuant to which such person becomes a party to this Agreement and agrees to be bound by all the provisions hereof.

10. Reports Under the 1934 Act

With a view to making available to the Holders the benefits of Rule 144 and any other rule or regulation of the Commission that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company agrees to:

(a) make and keep current public information available, as those terms are understood and defined in Rule 144, at all times after the date hereof;

(b) file with the Commission in a timely manner all reports and other documents required of the Company under the 1934 Act; and

(c) furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (i) a written statement by the Company that it has complied with the current public information requirements of Rule 144, and the reporting requirements of Sections 13 and 15(d) of the 1934 Act, or that it qualifies as a registrant whose securities may be resold by holder(s) thereof pursuant to Form S-3 (at any time after it so qualifies), (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested to avail any Holder of any rule or regulation of the Commission that permits the selling of any such securities without registration or pursuant to such form.

11. Termination of the Company's Obligations

The Company shall have no obligations pursuant to Sections 2, 3 and 4 with respect to any Registrable Securities proposed to be sold by a Holder in a registration pursuant to Section 2, 3 or 4 at the earlier of the date at which such Holder (A) can sell all Registrable Securities held by it in compliance with Rule 144 or (B) holds one percent (1%) or less of the Company's outstanding Class A Shares and all Registrable Securities held by such Holder (together with any affiliate of the Holder with whom such Holder must aggregate its sales under Rule 144) can be sold in accordance with Rule 144 in any three (3) month period without registration in compliance with Rule 144. In addition, the Company shall have no obligations pursuant to Sections 2 and 4 hereof from and after such time as the Holders in the aggregate beneficially own, directly or indirectly, less than fifteen percent (15%) in number of the Purchased Shares.

12. Term and Amendment

(a) Term

This Agreement shall become effective immediately at the Closing, and will terminate upon the earlier of (i) the written consent of the Holders of a majority of the Registrable Securities then outstanding and entitled to the registration rights set forth in this Agreement or (ii) the termination of the Company's obligations hereunder pursuant to Section 11 hereof.

(b) Amendment

Any provision of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Company and the Holders of a majority of the Registrable Securities then outstanding and entitled to the registration rights set forth in this Agreement. Any amendment or waiver effected in accordance with this Section 12 shall be binding upon all parties hereto including any Holder who become a Holder in connection with an assignment after the date hereof.

13. Severability

If at any time any one or more provisions hereof is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, the validity, legality, enforceability or performance of the remaining provisions hereof shall not thereby in any way be affected or impaired, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties in connection with the subject matter of this Agreement and supersedes all previous proposals, representations, warranties, agreements or undertakings relating thereto whether oral, written or otherwise and no party hereto has relied or is entitled to rely on any such proposals, representations, warranties, agreements or undertakings.

15. Specific Performance.

The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

16. Counterparts

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which may be electronically transmitted and, when so executed and delivered, shall be an original but all the counterparts shall together constitute one and the same instrument.

17. Notices and Other Communication

Any notice or other communication to be given under this Agreement shall be in writing and may be sent by post or delivered by hand or given by facsimile, electronic mail or by courier to the address from time to time designated, the initial address and fax number so designated by each party being set out in Schedule 2 attached hereto. Any such notice or communication shall be sent to the party to whom it is addressed and must contain sufficient reference and/or particulars to render it readily identifiable with the subject-matter of this Agreement. If so delivered by email, hand or given by facsimile such notice or communication shall be deemed received on the date of dispatch and if so sent by post shall be deemed received three (3) business days after the date of dispatch (in the case of local mail) and five (5) business days after the date of dispatch (in the case of overseas registered/certified mail).

Each person making a communication hereunder by facsimile shall promptly confirm by telephone to the person to whom such communication was addressed, but the absence of such confirmation shall not affect the validity of any such communication.

18. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of State of New York without reference to its conflicts of laws provisions that would require the application of the laws of any other jurisdiction and the parties irrevocably submit to the non-exclusive jurisdiction of the New York courts in respect of this Agreement.

19. Recapitalization, Exchanges, Etc. Affecting the Shares.

The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all shares of the Company or any successor or assign of the Company (whether by merger, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for or in substitution of, the Registrable Securities, and shall be appropriately adjusted for combinations, share splits, recapitalizations, pro rata distributions of shares and the like occurring after the date of this Agreement.

20. Aggregation of Shares

All Registrable Securities held or acquired by any person that controls, is controlled by or is under common control with any Purchaser shall be aggregated together with respect to such Purchaser for the purpose of determining the availability of any rights under this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

COMPANY

CINEDIGM CORP.

By: /s/ Gary Loffredo
Name: Gary Loffredo
Title: Secretary

PURCHASER

BISON ENTERTAINMENT INVESTMENT LIMITED

By: /s/ Peixin Xu
Name: Peixin Xu
Title: President and Director

PURCHASER

CHRISTOPHER AND JAMIE MCGURK LIVING TRUST

By: /s/ Christopher McGurk
Name: Christopher McGurk
Title: Trustee

SCHEDULE 1

PURCHASERS

Name	Initial Number of Registrable Securities
Bison Entertainment Investment Limited	19,666,667
Christopher and Jamie McGurk Living Trust	333,333

SCHEDULE 2

ADDRESSES AND FAX NUMBERS FOR NOTIFICATION

1.	Name :	Bison Entertainment Investment Limited
	Address:	Unit 1501-2, 15/F, Sino Plaza 255 Gloucester Road Causeway Bay, Hong Kong
	Attention:	Mr. Peng Jin
	Email:	Pengjin@bisonholding.com
	With a copy to:	
	Name:	Jones Day
	Address:	1755 Embarcadero Road Palo Alto, California 94303 United States of America
	Attention:	Alan Seem
	Email:	aseem@jonesday.com
	Fax No.:	650-739-3900
2.	Name:	Cinedigm Corp.
	Address:	15301 Ventura Boulevard, Bldg. B, Suite 420 Sherman Oaks, CA 91403
	Attention:	Christopher J. McGurk
	Email:	cmcgurk@cinedigm.com
	Fax No.:	
	With a copy to:	
	Name:	Kelley Drye & Warren LLP
	Address:	101 Park Avenue New York, New York 10178
	Attention:	Jonathan Cooperman and Merrill B. Stone
	Email:	jcooperman@kelleydrye.com; mstone@kelleydrye.com
	Fax No.:	212-808-7897
3.	Name :	Christopher and Jamie McGurk Living Trust
	Address:	c/o Cinedigm Corp 15301 Ventura Boulevard, Bldg. B, Suite 420 Sherman Oaks, CA 91403
	Attention:	Christopher J. McGurk
	Email:	cmcgurk@cinedigm.com
	Fax No.:	

Exhibit 10.3

CINEDIGM CORP.

VOTING AGREEMENT

This Voting Agreement (this " Agreement ") is made as of November 1, 2017, by and between Cinedigm Corp. (the " Company ") and _____ (the " Voting Party "). For purposes of this Agreement, capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Stock Purchase Agreement (as defined below).

RECITALS

WHEREAS , on the date hereof (the " Closing Date "), Bison Entertainment Investment Limited (the " Purchaser ") is purchasing from the Company up to 20,000,000 shares of Class A common stock, par value $0.001 per share (the " Common Stock ") pursuant to a Stock Purchase Agreement, dated as of June 29, 2017 (the " Stock Purchase Agreement "); and

WHEREAS , the Voting Party currently owns and/or controls shares of the Class A Common Stock; and

WHEREAS , the Voting Party is providing this Agreement pursuant to the Stock Purchase Agreement.

NOW THEREFORE , in consideration of the foregoing and of the promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Agreement to Vote. During the term of this Agreement and to the extent he or she is entitled under the Company's constituent or organizational documents or agreements to vote on such matter, the Voting Party agrees to vote all securities of the Company that may vote in the election of the Company's directors that such Voting Party owns or controls from time to time (hereinafter referred to as the " Voting Shares ") in accordance with the provisions of this Agreement, whether at an annual or special meeting of stockholders or any class or series of stockholders or by written consent.

2. Election of Board of Directors.

2.1 Voting. During the term of this Agreement, and subject to the Company's constituent or organizational documents or agreements, each Voting Party agrees to vote all Voting Shares to (i) maintain the size of the Company's Board of Directors at seven (7) persons, and (ii) in favor of any Bison Designee designated in accordance with Section 3.12 of the Stock Purchase Agreement with respect to:

(a) the appointment to the Board of Directors upon the Closing;

(b) the election to the Board of Directors at any meeting of stockholders at which directors are to be elected; and

(c) the appointment to fill any vacancy created by the failure of any Bison Designee to complete a term on the Board of Directors;

in each case, so long as the Bison Designee subject to election or appointment satisfies the Company's normal procedures regarding suitability of director nominees.

2.2 Other Obligations . The obligations of the Voting Party pursuant to this Section 2 shall include any stockholder vote to amend the Amended and Restated Certificate of Incorporation, as amended, and/or Amended and Restated Bylaws, as amended, of the Company as required to effect the intent of this Agreement. Each of the Voting Parties and the Company agree not to take any actions that would materially and adversely affect the provisions of this Agreement and the intention of the parties with respect to the composition of the Company's Board of Directors as stated herein and in the Stock Purchase Agreement. The parties acknowledge that the fiduciary duties of each member of the Company's Board of Directors are to the Company's stockholders as a whole.

3. Successors in Interest of the Voting Parties and the Company. The provisions of this Agreement shall be binding upon the successors in interest of any Voting Party with respect to any of the Voting Party's Voting Shares or any voting rights therein, unless (i) such Voting Shares are sold into the public markets (a " Sale "), (ii) such Voting Shares are transferred as a bona fide charitable gift to an unrelated third party non-government or non-profit organizations (a " Gift "), or (iii) such Voting Shares are distributed to limited partners in the ordinary course of business of a fund owned or controlled by the undersigned (a " Distribution "). Each Voting Party shall not, and the Company shall not, permit the transfer of any Voting Party's Voting Shares (except for Sales, Gifts and Distributions), unless and until the person to whom such securities are to be transferred shall have executed a written agreement pursuant to which such person becomes a party to this Agreement and agrees to be bound by all the provisions hereof as if such person was a Voting Party hereunder. For the avoidance of doubt, no such additional written agreement shall be required if Voting Shares that are transferred remain under the control of the relevant Voting Party.

4. Covenants. The Voting Party agrees to take all actions appropriate for such Voting Party to cause the nomination of the Bison Designees in accordance with Section 3.12 of the Stock Purchase Agreement, for election and appointment as directors of the Company. The Voting Party will not, by any voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be performed by such Voting Party hereunder, but will at all times in good faith assist in the carrying out of all of the provisions of this Agreement and in the taking of all such actions as may be necessary or appropriate in order to protect the rights of each Voting Party hereunder against impairment.

5. Irrevocable Proxy and Power of Attorney. The Voting Party hereby grants a power of attorney to the Chief Executive Officer of the Company, the Chief Financial Officer of the Company, and the Secretary of the Company, or any of them from time to time, or their designees, as the Voting Party's true and lawful proxy and attorney, with the power to act alone and with full power of substitution (each a " Proxy Holder "), to vote (or consent pursuant to an action by written consent of the stockholders, if applicable) with respect to the matters set forth under Section 2 hereof, and hereby authorizes each Proxy Holder to represent and vote, if and only if the Voting Party (i) fails to vote, or (ii) attempts to vote (whether by proxy, in person or by written consent), in a manner which is inconsistent with the terms of this Agreement, all of such party's Voting Shares in favor of maintaining the size of the Board of Directors of the Company or election of persons as members of the Board determined pursuant to and in accordance with the terms and provisions of Sections 2 of this Agreement or to take any action necessary to effect Section 2 , respectively, of this Agreement. Each of the proxy and power of attorney granted pursuant to the immediately preceding sentence is given in consideration of the agreements and covenants of the Company and the parties in connection with the transactions contemplated by this Agreement and, as such, each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates or expires pursuant to Section 9 hereof. The Voting Party hereto hereby revokes any and all previous proxies or powers of attorney with respect to the Voting Shares and shall not hereafter, unless and until this Agreement terminates or expires pursuant to Section 9 hereof, purport to grant any other proxy or power of attorney with respect to any of the Voting Shares, deposit any of the Voting Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any Person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Voting Shares, in each case, with respect to any of the matters set forth herein.

6. Specific Enforcement. It is agreed and understood that monetary damages would not adequately compensate an injured party for the breach of this Agreement by any party hereto, that this Agreement shall be specifically enforceable, and that any breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order. Further, each party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach and agrees that a party's rights would be materially and adversely affected if the obligations of the other parties under this Agreement were not carried out in accordance with the terms and conditions hereof.

7. Manner of Voting. The voting of Voting Shares pursuant to this Agreement may be effected in person, by proxy, by written consent or in any other manner permitted by applicable law.

8. Termination. This Agreement shall terminate and be of no further force or effect (i) upon the written consent of the Purchaser, (ii) automatically and without any further action by the parties hereto upon (x) the voluntary or involuntary filing of a bankruptcy petition of the Company or (y) the dissolution of the Company in accordance with applicable law, or (iii) when the Voting Party ceases to be a director, officer, or strategic advisor of the Company, or ceases to, directly or indirectly, hold any Voting Shares, as applicable. Nothing in this Section 9 shall be deemed to release any party from any liability for any fraud or willful breach of this Agreement occurring prior to the termination hereof or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement.

9. Amendments and Waivers. Except as otherwise provided herein, additional parties may be added to this Agreement pursuant to Section 3 hereof. No provision of this Agreement may be amended and no observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively).

10. Stock Splits, Stock Dividends, etc. In the event of any stock split, stock dividend, recapitalization, reorganization or the like, any securities issued with respect to Voting Shares held by the Voting Party shall become Voting Shares for purposes of this Agreement.

11. Severability. In the event that any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12. Governing Law. This Agreement and the legal relations between the parties arising hereunder shall be governed by and interpreted in accordance with the laws of the State of New York without reference to its conflicts of laws provisions that would require the application of the laws of any other jurisdiction.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which may be electronically transmitted and shall be deemed an original, and all of which together shall constitute one instrument.

14. Successors and Assigns. Except as otherwise expressly provided in this Agreement, the provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

15. Entire Agreement. This Agreement constitutes the full and entire understanding and agreement among the parties, and supersedes any prior agreement or understanding among the parties, with regard to the subjects hereof and thereof, and no party shall be liable or bound to any other party in any manner by any warranties, representations or covenants except as specifically set forth herein or therein.

[*Signature Page Follows*]

This Voting Agreement is hereby executed effective as of the date first set forth above.

COMPANY

CINEDIGM CORP.

By: _____
Name:
Title:

VOTING PARTY

[●]

By: _____
Name:
Title:

Exhibit 99.1

Bison Capital Completes Strategic Investment in Cinedigm Corp.

Cinedigm Completes Exchange Transaction with Convertible Senior Note Holders, Retiring $46.3 million of Notes

LOS ANGELES-- Cinedigm Corp. (NASDAQ: CIDM) (the "Company" or "Cinedigm") today announced that on November 1, 2017, the Company consummated the transactions contemplated by the Stock Purchase Agreement dated June 29, 2017 (the "Stock Purchase Agreement") between Cinedigm and Bison Entertainment Investment Limited, the wholly owned subsidiary of Bison Capital Holding Company Limited ("Bison Capital"). The Company has sold 20,000,000 shares (the "Shares") of Cinedigm's Class A common stock, par value $0.001 per share (the "Class A Common Stock"), for an aggregate purchase price of $30,000,000, of which 19,666,667 Shares were sold to Bison and 333,333 Shares were sold to Cinedigm's Chairman and CEO, Chris McGurk. The Company has also completed an exchange agreement with holders representing approximately 99% by principal amount of the Company's outstanding 5.5% Convertible Senior Notes due 2035 (the "Notes") to exchange the outstanding Notes for cash, securities of the Company or a combination thereof (the "Notes Exchange").

Bison Capital now beneficially owns a majority of the outstanding Class A Common Stock and, effective immediately, has designated Mr. Peixin Xu and Mr. Peng Jin, both Directors of Bison Capital, to join the Company's Board of Directors.

In addition, Bison Capital has committed to provide the Company with a $10 million loan for working capital purposes within 60 days of today's closing, and the Company and Bison Capital plan to work together to use the funds to strengthen the long-term growth prospects of the Company.

Bison Capital is a Hong Kong-based investment company with a focus on the media and entertainment, healthcare and financial service industries. Founded by Mr. Peixin Xu in 2014, Bison Capital has made multiple investments in film and TV production, film distribution and entertainment-related mobile Internet services, including Bona Film, Xunlei and Weiying Technologies.

The proceeds from the sale of the Shares will be used to fund the cash portions of the Notes Exchange and to redeem all remaining Notes not subject to the Notes Exchange, as well as for working capital and other general corporate purposes.

“Under the leadership of Peixin Xu, Bison Capital has become a major force in the media and entertainment business in China,” said Chris McGurk, Cinedigm Chairman and CEO. “We believe Bison Capital’s significant investment and potential additional refinancing and debt retirement, along with the numerous strategic opportunities they bring to the table, will be transformative for the Company, solidifying our position as the leading independent content distributor in North America and opening up significant new growth opportunities for our content, OTT channel/services and digital cinema businesses in China, as well as other emerging markets. We are also very pleased to have completed the exchange transaction with the holders of our Convertible Senior Notes who surrendered $46.3 million in Notes, significantly strengthening our balance sheet. In a series of transactions over the last 10 months, we have now retired $63.5 million of Notes in total.”

Regions Securities LLC acted as exclusive financial advisor and Kelley Drye & Warren LLP acted as legal counsel to Cinedigm. Jones Day advised Bison Capital regarding these transactions.

About Cinedigm

Cinedigm powers custom content solutions to the world’s largest retail, media and technology companies. We provide premium feature films and series to digital platforms including iTunes, Netflix, and Amazon, cable and satellite providers including Comcast, Dish Network and DirecTV, and major retailers including Walmart and Target. Leveraging Cinedigm’s unique capabilities, content and technology, the Company has emerged as a leader in the fast-growing over-the-top channel business, with four channels under management that reach hundreds of millions of devices while also providing premium content and service expertise to the entire OTT ecosystem. Learn more about Cinedigm at www.cinedigm.com

Safe Harbor Statement

Investors and readers are cautioned that certain statements contained in this document are "forward-looking" statements within the meaning of the Private Securities Litigation Reform Act of 1995 (the "Act"). Forward-looking statements include statements that are predictive in nature, which depend upon or refer to future events or conditions, which include words such as "expects," "anticipates," "intends," "plans," "could," "might," "believes," "seeks," "estimates" or similar expressions. In addition, any statements concerning completion of the transactions described in this document, future financial performance (including future revenues, earnings or growth rates), ongoing business strategies or prospects, and possible future actions, which may be provided by Cinedigm's management, are also forward-looking statements as defined by the Act. Forward-looking statements are based on current expectations and projections about future events and are subject to various risks, uncertainties and assumptions about Cinedigm, its technology, economic and market factors and the industries in which Cinedigm does business, among other things. These statements are not guarantees of future performance and Cinedigm undertakes no specific obligation or intention to update these statements after the date of this release.

Contacts

Cinedigm
Jill Newhouse Calcaterra
310-466-5135
jcalcaterra@cinedigm.com