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CINEDIGM CORP.

FORM 10-Q
(Quarterly Report)

Filed 02/12/15 for the Period Ending 12/31/14

Address	902 BROADWAY 9TH FLOOR NEW YORK, NY 10010
Telephone	212-206-8600
CIK	0001173204
Symbol	CIDM
SIC Code	7389 - Business Services, Not Elsewhere Classified
Industry	Motion Pictures
Sector	Services
Fiscal Year	03/31

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal period ended: December 31, 2014

☐ TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from --- to ---

Commission File Number: 000-31810

Cinedigm Corp.

(Exact name of registrant as specified in its charter)

Delaware	**22-3720962**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)
902 Broadway, 9th Floor New York, NY	**10010**
(Address of principal executive offices)	(Zip Code)

(212) 206-8600

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
CLASS A COMMON STOCK, PAR VALUE $0.001 PER SHARE	**NASDAQ GLOBAL MARKET**

Securities registered pursuant to Section 12(g) of the Act: **NONE**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐	Accelerated filer ☐	Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

As of February 10, 2015, 76,953,223 shares of Class A Common Stock, $0.001 par value were outstanding.

CINEDIGM CORP.
TABLE OF CONTENTS

		Page
PART I --	FINANCIAL INFORMATION	
Item 1.	Financial Statements (Unaudited)	3
	Condensed Consolidated Balance Sheets at December 31, 2014 (Unaudited) and March 31, 2014	3
	Unaudited Condensed Consolidated Statements of Operations for the Three and Nine Months ended December 31, 2014 and 2013	5
	Unaudited Condensed Consolidated Statements of Comprehensive Income for the Three and Nine Months ended December 31, 2014 and 2013	6
	Unaudited Condensed Consolidated Statements of Cash Flows for the Nine Months ended December 31, 2014 and 2013	7
	Notes to Unaudited Condensed Consolidated Financial Statements	8
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	31
Item 4.	Controls and Procedures	46
PART II --	OTHER INFORMATION	46
Item 1.	Legal Proceedings	46
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds	46
Item 3.	Defaults Upon Senior Securities	46
Item 4.	Mine Safety Disclosures	46
Item 5.	Other Information	46
Item 6.	Exhibits	46
Signatures		48
Exhibit Index		49

PART I - FINANCIAL INFORMATION
ITEM 1. FINANCIAL STATEMENTS (UNAUDITED)

CINEDIGM CORP.
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except for share and per share data)

ASSETS	December 31, 2014 (Unaudited)	March 31, 2014
Current assets		
Cash and cash equivalents	$ 29,594	$ 50,215
Accounts receivable, net	72,815	56,863
Inventory	2,637	3,164
Unbilled revenue	4,789	5,144
Prepaid and other current assets	18,055	8,698
Note receivable, current portion	124	112
Assets of discontinued operations, net of current liabilities	—	278
Total current assets	128,014	124,474
Restricted cash	6,751	6,751
Security deposits	208	269
Property and equipment, net	107,545	134,936
Intangible assets, net	32,835	37,639
Goodwill	32,701	25,494
Deferred costs, net	7,774	9,279
Accounts receivable, long-term	1,234	1,397
Note receivable, net of current portion	84	99
Assets of discontinued operations, net of current portion	—	5,660
Total assets	$ 317,146	$ 345,998

See accompanying notes to Condensed Consolidated Financial Statements

CINEDIGM CORP.
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except for share and per share data)
(continued)

LIABILITIES AND STOCKHOLDERS' (DEFICIT) EQUITY	December 31, 2014 (Unaudited)	March 31, 2014
Current liabilities		
Accounts payable and accrued expenses	$ 95,779	$ 72,604
Current portion of notes payable, non-recourse	33,159	33,825
Current portion of notes payable	23,794	19,219
Current portion of capital leases	626	614
Current portion of deferred revenue	2,993	3,214
Total current liabilities	156,351	129,476
Notes payable, non-recourse, net of current portion	135,297	164,779
Notes payable, net of current portion	18,269	23,525
Capital leases, net of current portion	5,015	5,472
Deferred revenue, net of current portion	10,741	12,519
Total liabilities	325,673	335,771
Commitments and contingencies (see Note 6)		
Stockholders' (Deficit) Equity		
Preferred stock, 15,000,000 shares authorized; Series A 10% - $0.001 par value per share; 20 shares authorized; 7 shares issued and outstanding at December 31, 2014 and March 31, 2014, respectively. Liquidation preference of $3,648	3,559	3,559
Class A common stock, $0.001 par value per share; 210,000,000 and 118,759,000 shares authorized; 76,921,163 and 76,571,972 shares issued and 76,869,723 and 76,520,532 shares outstanding at December 31, 2014 and March 31, 2014, respectively	77	76
Class B common stock, $0.001 par value per share; 1,241,000 shares authorized; 1,241,000 shares issued and 0 shares outstanding, at December 31, 2014 and March 31, 2014, respectively	—	—
Additional paid-in capital	277,219	275,519
Treasury stock, at cost; 51,440 Class A shares	(172)	(172)
Accumulated deficit	(289,235)	(268,686)
Accumulated other comprehensive income (loss)	25	(69)
Total stockholders' (deficit) equity	(8,527)	10,227
Total liabilities and stockholders' (deficit) equity	$ 317,146	$ 345,998

See accompanying notes to Condensed Consolidated Financial Statements

CINEDIGM CORP.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except for share and per share data)
(Unaudited)

	For the Three Months Ended December 31,		For the Nine Months Ended December 31,	
	2014	2013	2014	2013
Revenues	$ 31,276	$ 34,885	$ 77,854	$ 72,664
Costs and expenses:				
Direct operating (exclusive of depreciation and amortization shown below)	9,110	11,013	20,925	19,558
Selling, general and administrative	8,062	6,949	24,075	18,743
(Benefit) provision for doubtful accounts	(378)	33	(206)	227
Restructuring, transition and acquisitions expense, net	487	3,921	2,250	2,421
Depreciation and amortization of property and equipment	9,400	9,444	28,167	27,901
Amortization of intangible assets	1,462	1,228	4,811	2,055
Total operating expenses	28,143	32,588	80,022	70,905
Income (loss) from operations	3,133	2,297	(2,168)	1,759
Interest expense, net	(4,929)	(5,051)	(14,957)	(14,507)
Loss on investment in non-consolidated entity	—	—	—	(1,812)
Other (expense) income, net	(31)	23	69	269
Change in fair value of interest rate derivatives	(106)	38	(281)	796
Loss from continuing operations	(1,933)	(2,693)	(17,337)	(13,495)
(Loss) income from discontinued operations	(342)	(7,689)	100	(9,042)
Loss on sale of discontinued operations	—	—	(3,045)	—
Net loss	(2,275)	(10,382)	(20,282)	(22,537)
Preferred stock dividends	(89)	(89)	(267)	(267)
Net loss attributable to common stockholders	$ (2,364)	$ (10,471)	$ (20,549)	$ (22,804)
Net loss per Class A and Class B common share attributable to common shareholders - basic and diluted:				
Loss from continuing operations	$ (0.03)	$ (0.05)	$ (0.23)	$ (0.25)
Loss from discontinued operations	—	(0.12)	(0.04)	(0.17)
	$ (0.03)	$ (0.17)	$ (0.27)	$ (0.42)
Weighted average number of Class A and Class B common shares outstanding: basic and diluted	76,863,408	61,729,658	76,727,492	54,357,320

See accompanying notes to Condensed Consolidated Financial Statements

CINEDIGM CORP.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(In thousands)
(Unaudited)

	For the Three Months Ended December 31,		For the Nine Months Ended December 31,	
	2014	**2013**	**2014**	**2013**
Net loss	$ (2,275)	$ (10,382)	$ (20,282)	$ (22,537)
Other comprehensive income: foreign exchange translation	92	—	94	—
Comprehensive loss	$ (2,183)	$ (10,382)	$ (20,188)	$ (22,537)

See accompanying notes to Condensed Consolidated Financial Statements

CINEDIGM CORP.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	For the Nine Months Ended December 31,	
	2014	2013
Cash flows from operating activities		
Net loss	$ (20,282)	$ (22,537)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Loss on disposal of business	3,045	—
Impairment related to the discontinued operations	—	7,226
Depreciation and amortization of property and equipment and amortization of intangible assets	32,978	30,209
Amortization of capitalized software costs	—	942
Amortization of debt issuance costs	1,342	933
(Benefit) provision for doubtful accounts	(206)	227
Provision for inventory reserve	1,000	—
Stock-based compensation and expenses	1,520	2,070
Change in fair value of contingent consideration for business combination	—	(1,500)
Change in fair value of interest rate derivatives	281	(796)
Accretion and PIK interest expense added to note payable	1,816	1,700
Loss on investment in non-consolidated entity	—	1,812
Changes in operating assets and liabilities, net of acquisitions:		
Accounts receivable	(15,567)	(17,988)
Inventory	(473)	—
Unbilled revenue	818	3,613
Prepaid expenses and other current assets	(8,395)	9,283
Other assets	166	(2,494)
Accounts payable and accrued expenses	15,954	8,008
Deferred revenue	(1,946)	2,924
Other liabilities	(546)	(15)
Net cash provided by operating activities	11,505	23,617
Cash flows from investing activities:		
Purchase of GVE	—	(47,500)
Net proceeds from disposal of business	2,950	—
Purchases of property and equipment	(1,203)	(914)
Purchases of intangible assets	(8)	(4)
Additions to capitalized software costs	(855)	(1,745)
Net cash provided by (used in) investing activities	884	(50,163)
Cash flows from financing activities:		
Repayment of notes payable	(43,643)	(31,644)
Borrowings under revolving credit facility	11,150	45,000
Principal payments on capital leases	(445)	(182)
Proceeds from issuance of Class A common stock	—	20,521
Costs associated with issuance of Class A common stock	(72)	(1,734)
Net cash (used in) provided by financing activities	(33,010)	31,961
Net change in cash and cash equivalents	(20,621)	5,415
Cash and cash equivalents at beginning of period	50,215	13,448
Cash and cash equivalents at end of period	$ 29,594	$ 18,863

See accompanying notes to Condensed Consolidated Financial Statements

CINEDIGM CORP.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
For the fiscal periods ended December 31, 2014 and 2013
($ in thousands, except for share and per share data)

1. NATURE OF OPERATIONS

Cinedigm Corp. was incorporated in Delaware on March 31, 2000 (“Cinedigm”, and collectively with its subsidiaries, the “Company”). The Company is (i) a leading distributor and aggregator of independent movie, television and other short form content managing a library of distribution rights to over 52,000 titles and episodes released across digital, physical, theatrical, home and mobile entertainment platforms as well as (ii) a leading servicer of digital cinema assets in over 12,000 movie screens in North America and several international countries.

The Company reports its financial results in four primary segments as follows: (1) the first digital cinema deployment (“Phase I Deployment”), (2) the second digital cinema deployment (“Phase II Deployment”), (3) digital cinema services (“Services”) and (4) media content and entertainment (“Content & Entertainment”). The Phase I Deployment and Phase II Deployment segments are the non-recourse, financing vehicles and administrators for the Company's digital cinema equipment (the “Systems”) installed in movie theatres nationwide. The Services segment provides services and support to over 12,000 movie screens in the Phase I Deployment and Phase II Deployment segments as well as directly to exhibitors and other third party customers. Included in these services are Systems management services for a specified fee via service agreements with Phase I Deployment and Phase II Deployment as well as third party exhibitors as buyers of their own digital cinema equipment. These services facilitated the conversion from analog to digital cinema and have positioned the Company at what it believes to be the forefront of a rapidly developing industry relating to the distribution and management of digital cinema and other content to theatres and other remote venues worldwide. The Content & Entertainment segment provides content marketing and distribution services in both theatrical and ancillary home entertainment markets to independent movie, television and other short form content owners and to theatrical exhibitors. As a leading distributor of independent content, the Company collaborates with producers, major brands and other content owners to market, source, curate and distribute quality content to targeted and profitable audiences through (i) existing and emerging digital home entertainment platforms, including but not limited to, iTunes, Amazon Prime, Netflix, Hulu, Xbox, Playstation, cable video-on-demand ("VOD") and curated over-the-top ("OTT") digital entertainment channels and applications, (ii) physical goods, including DVD and Blu-ray and (iii) theatrical releases.

The Company is structured so that the digital cinema business (collectively, the Phase I Deployment, Phase II Deployment and Services segments) operates independently from our content and entertainment business. We have approximately $168,670 of outstanding principal that relates to, and is serviced by, our digital cinema business and is non-recourse to the Company. We also have approximately $43,611 of outstanding principal that is a part of our Content & Entertainment and Corporate segments.

Gaiam Acquisition

On October 21, 2013, the Company and Cinedigm Entertainment Holdings, LLC ("CHE"), a wholly-owned subsidiary of the Company, acquired from Gaiam Americas, Inc. and Gaiam, Inc. (together, “Gaiam”) their division ("GVE") that maintains exclusive distribution rights agreements with large independent studios/content providers, and distributes entertainment content through home video, digital and television distribution channels (the “GVE Acquisition”). The Company agreed to an aggregate purchase price of $51,500 , subject to a working capital adjustment, with (i) $47,500 paid in cash and 666,978 shares of Class A Common Stock valued at $1,000 issued upon the closing of the GVE Acquisition, and (ii) $3,000 to be paid on a deferred basis, of which $1,000 was paid and the remainder was settled through the collection of a receivable during the fiscal year ended March 31, 2014. The working capital adjustment related to the purchase price has not yet been finalized between the Company and the sellers of GVE. This working capital adjustment, as well as other issues, are the subject of an arbitration proceeding pending between the Company and Gaiam (see Note 6). Pending final resolution, such working capital adjustment, if any, will be recorded as adjustments to purchase considerations. Upon the closing of the GVE Acquisition, GVE became part of the Company's Content & Entertainment segment.

During the three months ended June 30, 2014, a measurement period adjustment to the purchase price allocation of the GVE Acquisition of $2,450 was made to write off advances on the opening balance sheet of GVE due to conditions that existed at the time of the GVE Acquisition. Additionally, during the three months ended September 30, 2014, a measurement period adjustment of $4,757 was made to reflect the fair value of accounts payable and accrued expenses as a result of information communicated to the Company during October 2014, after the conclusion of a transition services agreement with Gaiam and that existed at the time of the GVE Acquisition. Such conditions, had they been identified as of March 31, 2014, would have increased the previously reported accounts payable and accrued expenses to $77,361 , prepaid and other current assets to $6,222 and increased goodwill to $32,701 on the consolidated balance sheets as of March 31, 2014.

The purchase price has been allocated to the identifiable net assets acquired as of the date of acquisition including any subsequent measurement period adjustments through December 31, 2014 as follows pending any final working capital adjustment:

Accounts receivable	$	15,524
Inventory		2,224
Advances		5,248
Other assets		152
Content library		17,211
Supplier contracts and relationships		11,691
Goodwill		24,159
Total assets acquired		76,209
Total liabilities assumed		(24,709)
Total net assets acquired	$	51,500

The Company estimates the useful life of the content library and supplier contracts and relationships to be six years and eight years, respectively.

The fair values assigned to intangible assets were determined through the application of various commonly used and accepted valuation procedures and methods, including the multi-period excess earnings method. These valuation methods rely on management judgment, including expected future cash flows resulting from existing customer relationships, customer attrition rates, contributory effects of other assets utilized in the business, peer group cost of capital and royalty rates, and other factors. The valuation of tangible assets was preliminarily determined to approximate book value at the time of the GVE Acquisition. Useful lives for intangible assets were determined based upon the remaining useful economic lives of the intangible assets that are expected to contribute directly or indirectly to future cash flows. Goodwill is mainly attributable to the assembled workforce and synergies expected to arise from the GVE Acquisition.

Pro forma Information Related to the Acquisition of GVE

The following unaudited consolidated pro forma summary information for the nine months ended December 31, 2014 and 2013 has been prepared by adjusting the historical data as set forth in the accompanying condensed consolidated statements of operations for the nine months ended December 31, 2014 and 2013 to give effect to the GVE Acquisition as if it had occurred at April 1, 2013. The pro forma information does not reflect any cost savings from operating efficiencies or synergies that could result from the GVE Acquisition, nor does the pro forma reflect additional revenue opportunities following the GVE Acquisition.

	For the Nine Months Ended December 31,			
	2014		2013	
Revenue	$	77,854	$	93,250
Loss from continuing operations	$	(17,337)	$	(13,013)
Net loss	$	(20,282)	$	(22,055)
Net loss per share from continuing operations (basic and diluted)	$	(0.23)	$	(0.41)

Sale of Software

During the fiscal year ended March 31, 2014, the Company made the strategic decision to discontinue, exit its software business and execute a plan of sale for Hollywood Software, Inc. d/b/a Cinedigm Software (“Software”), the Company's direct, wholly-owned subsidiary. Management concluded that it would be in the best interests of shareholders for the Company’s focus to be toward theatrical releasing and aggregation and distribution of independent content, digitally and in the form of DVDs and Blu-Ray discs, and VOD, along with the growth and servicing of the existing digital cinema business. Further, management believed that Software, which was previously included in our Services segment, no longer yielded the same synergies across the Company’s businesses as once existed.

As a consequence, it was determined that Software met the criteria for classification as held for sale/discontinued operations. As such, Software was adjusted to reflect the fair value of its net assets and the consolidated financial statements and the notes to

consolidated financial statements presented herein were recast solely to reflect, for all periods presented, the adjustments resulting from these changes in classification for discontinued operations.

On September 23, 2014, the Company completed the sale of Software to a third party and recognized a loss of $3,045 during the three months ended September 30, 2014.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PRESENTATION AND CONSOLIDATION

The Company's consolidated financial statements include the accounts of Cinedigm, Cinedigm Entertainment Corp. f/k/a New Video Group, Inc. ("New Video"), CHE, Vistachiara Productions, Inc. f/k/a The Bigger Picture, currently d/b/a Cinedigm Content and Entertainment Group, Christie/AIX, Inc. ("C/AIX") d/b/a Cinedigm Digital Cinema ("Phase 1 DC"), Cinedigm Digital Funding I, LLC ("CDF I"), Access Digital Cinema Phase 2 Corp. ("Phase 2 DC"), Access Digital Cinema Phase 2 B/AIX Corp. ("Phase 2 B/AIX"), Cinedigm Digital Cinema Australia Pty Ltd, Cinedigm DC Holdings LLC ("DC Holdings LLC"), Access Digital Media, Inc. ("AccessDM"), and ADM Cinema Corporation ("ADM Cinema") d/b/a the Pavilion Theatre (certain assets and liabilities of which were sold in May 2011). Cinedigm Content and Entertainment Group, New Video and CHE are together referred to as CEG. All intercompany transactions and balances have been eliminated in consolidation.

The condensed consolidated balance sheet as of March 31, 2014, which has been derived from audited consolidated financial statements, and the unaudited interim condensed consolidated financial statements were prepared following the interim reporting requirements of the Securities and Exchange Commission ("SEC"). They do not include all disclosures normally made in financial statements contained in the Company's Annual Report on Form 10-K ("Form 10-K"). In management's opinion, all adjustments necessary for a fair presentation of financial position, the results of operations and cash flows in accordance with accounting principles generally accepted in the United States of America ("GAAP") for the periods presented have been made. The results of operations for the respective interim periods are not necessarily indicative of the results to be expected for the full year. The accompanying condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in the Company's Form 10-K for the fiscal year ended March 31, 2014 filed with the SEC on June 26, 2014.

The Company has incurred net losses historically and has an accumulated deficit of $289,235 as of December 31, 2014 . The Company also has significant contractual obligations related to its recourse and non-recourse debt for the remainder of the fiscal year ending March 31, 2015 and beyond. The Company may continue to generate net losses for the foreseeable future. Based on the Company's cash position at December 31, 2014 , and expected cash flows from operations, management believes that the Company has the ability to meet its obligations through at least December 31, 2015 . Failure to generate additional revenues, raise additional capital or manage discretionary spending could have an adverse effect on the Company's financial position, results of operations or liquidity.

INVESTMENT IN NON-CONSOLIDATED ENTITY

The Company indirectly owns 100% of the common equity of CDF2 Holdings, LLC ("Holdings"), which is a Variable Interest Entity ("VIE"), as defined in Accounting Standards Codification Topic 810 ("ASC 810"), "Consolidation". Holdings, a subsidiary of Phase 2 DC, which is wholly-owned by the Company, and its wholly-owned limited liability company, Cinedigm Digital Funding 2, LLC, were created for the purpose of capitalizing on the conversion of the exhibition industry from film to digital technology. Holdings assists customers in procuring the necessary equipment in the conversion of their Systems by providing the necessary financing, equipment, installation and related ongoing services. Holdings is a VIE, as defined in ASC 810, indirectly wholly-owned by the Company. ASC 810 requires the consolidation of VIEs by an entity that has a controlling financial interest in the VIE which entity is thereby defined as the primary beneficiary of the VIE. To be a primary beneficiary, an entity must have the power to direct the activities of a VIE that most significantly impact the VIE's economic performance, among other factors. Although Holdings is indirectly wholly-owned by the Company, a third party, which also has a variable interest in Holdings, along with an independent third party manager and the Company must mutually approve all business activities and transactions that significantly impact Holdings' economic performance. The Company has thus assessed its variable interests in Holdings and determined that it is not the primary beneficiary of Holdings and therefore accounts for its investment in Holdings under the equity method of accounting. In completing our assessment, the Company identified the activities that it considers most significant to the economic performance of Holdings and determined that we do not have the power to direct those activities. As a result, Holdings' financial position and results of operations are not consolidated in the financial position and results of operations of the Company. The Company's net investment in Holdings is reflected as "Investment in non-consolidated entity, net" in the accompanying condensed consolidated balance sheets.

Holdings' total stockholder’s deficit at December 31, 2014 was $5,834 . The Company has no obligation to fund the operating loss or the deficit beyond its initial investment of $2,000 , and accordingly, the Company currently carries its investment in Holdings at $0 .

Accounts receivable due from Holdings for service fees under its master service agreement as of December 31, 2014 and March 31, 2014 were $320 and $346 , respectively, and are included within accounts receivable, net on the accompanying condensed consolidated balance sheets.

During the three months ended December 31, 2014 and 2013 , the Company received $285 in aggregate revenues through digital cinema servicing fees from Holdings which are included in revenues on the accompanying condensed consolidated statements of operations. During the nine months ended December 31, 2014 and 2013 , such amounts were $856 and $822 , respectively.

RECLASSIFICATION

Certain reclassifications, principally within the condensed consolidated statements of operations, have been made to the fiscal period ended December 31, 2013 financial statements to conform to current presentation within the fiscal periods ended December 31, 2014.

USE OF ESTIMATES

The preparation of condensed consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the assets and liabilities and disclosures of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Such estimates include the adequacy of accounts receivable reserves, return reserves, inventory reserves, recoupment of advances, minimum guarantees, assessment of goodwill and intangible asset impairment, valuation reserve for income taxes and estimates related to reserves and transactions subject to transition service agreements resulting from business acquisitions, among others. Actual results could differ from these estimates.

CASH AND CASH EQUIVALENTS

The Company considers all highly liquid investments with an original maturity of three months or less to be “cash equivalents.” The Company maintains bank accounts with major banks, which from time to time may exceed the Federal Deposit Insurance Corporation’s insured limits. The Company periodically assesses the financial condition of the institutions and believes that the risk of any loss is minimal.

ACCOUNTS RECEIVABLE

The Company maintains reserves for potential credit losses on accounts receivable. Management reviews the composition of accounts receivable and analyzes historical bad debts, customer concentrations, customer credit worthiness, current economic trends and changes in customer payment patterns to evaluate the adequacy of these reserves. Reserves are recorded primarily on a specific identification basis. Allowance for doubtful accounts amounted to $668 and $898 as of December 31, 2014 and March 31, 2014, respectively.

Within the Content & Entertainment segment, the Company recognizes the accounts receivable net of an estimated allowance for product returns and customer chargebacks at the time we recognize the original sale. We base the amount of the returns allowance and customer chargebacks upon historical experience and future expectations.

Accounts receivable, long-term result from up-front activation fees earned from the Company's Systems deployments with extended payment terms that are discounted to their present value at prevailing market rates.

ADVANCES

Advances, which are recorded within prepaid and other current assets on the condensed consolidated balance sheets, represent amounts prepaid to studios or content producers for which the Company provides content distribution services and such advances, net of any impairment charges, are estimated to be fully recoupable as of the balance sheet dates.

INVENTORY

Inventory consists of finished goods of owned physical DVD titles and is stated at the lower of cost (determined based on weighted average cost) or market. The Company identifies inventory items to be written down for obsolescence based on the item's sales status and condition. The Company writes down discontinued or slow moving inventories based on an estimate of the markdown to retail price needed to sell through our current stock level of the inventories.

RESTRICTED CASH

In connection with the 2013 Term Loans issued in February 2013 and the 2013 Prospect Loan Agreement issued in February 2013 (collectively, see Note 4), the Company maintains cash restricted for repaying interest on the respective loans as follows:

	As of December 31, 2014		As of March 31, 2014	
Reserve account related to the 2013 Term Loans (See Note 4)	$	5,751	$	5,751
Reserve account related to the 2013 Prospect Loan Agreement (See Note 4)		1,000		1,000
	$	6,751	$	6,751

DEFERRED COSTS

Deferred costs primarily consist of unamortized debt issuance costs related to the 2013 Term Loans, 2013 Prospect Loan and Cinedigm Credit Agreement (see Note 4), which are principally amortized under the effective interest rate method over the terms of the respective debt.

PROPERTY AND EQUIPMENT

Property and equipment are stated at cost, less accumulated depreciation and amortization. Depreciation expense is recorded using the straight-line method over the estimated useful lives of the respective assets as follows:

Computer equipment and software	3 - 5 years
Digital cinema projection systems	10 years
Machinery and equipment	3 - 10 years
Furniture and fixtures	3 - 6 years

Leasehold improvements are amortized over the shorter of the lease term or the estimated useful life of the leasehold improvements. Maintenance and repair costs are charged to expense as incurred. Major renewals, improvements and additions are capitalized. Upon the sale or other disposition of any property and equipment, the cost and related accumulated depreciation and amortization are removed from the accounts and the gain or loss on disposal is included in the condensed consolidated statements of operations.

ACCOUNTING FOR DERIVATIVE ACTIVITIES

Derivative financial instruments are recorded at fair value. The Company had three separate interest rate swap agreements (the "Interest Rate Swaps") to limit the Company's exposure to changes in interest rates related to the 2013 Term Loans which matured in June 2013. Additionally, the Company entered into two separate interest rate cap transactions during the fiscal year ended March 31, 2013, recorded in prepaid and other current assets on the condensed consolidated balance sheets, to limit the Company's exposure to interest rates related to the 2013 Term Loans and 2013 Prospect Loan. Changes in fair value of derivative financial instruments are either recognized in accumulated other comprehensive loss (a component of stockholders' deficit/equity) or in the condensed consolidated statements of operations depending on whether the derivative qualifies for hedge accounting. The Company has not sought hedge accounting treatment for these instruments and therefore, changes in the value of its Interest Rate Swaps and caps were recorded in the condensed consolidated statements of operations (See Note 4).

FAIR VALUE MEASUREMENTS

The fair value measurement disclosures are grouped into three levels based on valuation factors:

- Level 1 – quoted prices in active markets for identical investments

- Level 2 – other significant observable inputs (including quoted prices for similar investments and market corroborated inputs)
- Level 3 – significant unobservable inputs (including the Company's own assumptions in determining the fair value of investments)

Assets and liabilities measured at fair value on a recurring basis use the market approach, where prices and other relevant information are generated by market transactions involving identical or comparable assets or liabilities.

The following tables summarize the levels of fair value measurements of the Company's financial assets and liabilities:

	As of December 31, 2014			
	Level 1	**Level 2**	**Level 3**	**Total**
Restricted cash	$ 6,751	$ —	$ —	$ 6,751
Interest rate derivatives	—	404	—	404
	$ 6,751	$ 404	$ —	$ 7,155

	As of March 31, 2014			
	Level 1	**Level 2**	**Level 3**	**Total**
Restricted cash	$ 6,751	$ —	$ —	$ 6,751
Interest rate derivatives	—	787	—	787
	$ 6,751	$ 787	$ —	$ 7,538

The Company's cash and cash equivalents, accounts receivable, unbilled revenue and accounts payable and accrued expenses are financial instruments and are recorded at cost in the condensed consolidated balance sheets. The estimated fair values of these financial instruments approximate their carrying amounts because of their short-term nature. The carrying amount of accounts receivable, long-term and notes receivable approximates fair value based on the discounted cash flows of that instrument using current assumptions at the balance sheet date. The fair value of fixed rate and variable rate debt is estimated by management based upon current interest rates available to the Company at the respective balance sheet date for arrangements with similar terms and conditions. Based on borrowing rates currently available to the Company for loans with similar terms, the carrying value of notes payable and capital lease obligations approximates fair value.

IMPAIRMENT OF LONG-LIVED AND FINITE-LIVED ASSETS

The Company reviews the recoverability of its long-lived assets and finite-lived intangible assets, when events or conditions occur that indicate a possible impairment exists. The assessment for recoverability is based primarily on the Company's ability to recover the carrying value of its long-lived and finite-lived assets from expected future undiscounted net cash flows. If the total of expected future undiscounted net cash flows is less than the total carrying value of the assets the asset is deemed not to be recoverable and possibly impaired. The Company then estimates the fair value of the asset to determine whether an impairment loss should be recognized. An impairment loss will be recognized if the difference between the fair value and the carrying value of the asset exceeds its fair value. Fair value is determined by computing the expected future undiscounted cash flows. During the three and nine months ended December 31, 2014 and 2013 , no impairment charge from continuing operations for long-lived assets or finite-lived assets was recorded.

GOODWILL

Goodwill is the excess of the purchase price paid over the fair value of the net assets of an acquired business. The Company's process of evaluating goodwill for impairment involves the determination of fair value of its CEG goodwill reporting unit over its carrying value. The Company conducts its annual goodwill impairment analysis during the fourth quarter of each fiscal year, measured as of March 31, unless triggering events occur which require goodwill to be tested at another date.

Information related to the goodwill allocated to the Company's Content & Entertainment segment is as follows:

As of March 31, 2013	$	8,542
Goodwill resulting from the GVE Acquisition		16,952
As of March 31, 2014		25,494
Measurement period adjustment - GVE Acquisition		2,450
As of June 30, 2014		27,944
Measurement period adjustment - GVE Acquisition		4,757
As of December 31, 2014	$	32,701

REVENUE RECOGNITION

Phase I Deployment and Phase II Deployment

Virtual print fees ("VPFs") are earned, net of administrative fees, pursuant to contracts with movie studios and distributors, whereby amounts are payable by a studio to Phase 1 DC and to Phase 2 DC when movies distributed by the studio are displayed on screens utilizing the Company's Systems installed in movie theatres. VPFs are earned and payable to Phase 1 DC based on a defined fee schedule with a reduced VPF rate year over year until the sixth year at which point the VPF rate remains unchanged through the tenth year. One VPF is payable for every digital title displayed per System. The amount of VPF revenue is dependent on the number of movie titles released and displayed using the Systems in any given accounting period. VPF revenue is recognized in the period in which the digital title first plays on a System for general audience viewing in a digitally-equipped movie theatre, as Phase 1 DC's and Phase 2 DC's performance obligations have been substantially met at that time.

Phase 2 DC's agreements with distributors require the payment of VPFs, according to a defined fee schedule, for ten years from the date each system is installed; however, Phase 2 DC may no longer collect VPFs once "cost recoupment," as defined in the agreements, is achieved. Cost recoupment will occur once the cumulative VPFs and other cash receipts collected by Phase 2 DC have equaled the total of all cash outflows, including the purchase price of all Systems, all financing costs, all "overhead and ongoing costs", as defined, and including the Company's service fees, subject to maximum agreed upon amounts during the three-year rollout period and thereafter. Further, if cost recoupment occurs before the end of the eighth contract year, a one-time "cost recoupment bonus" is payable by the studios to the Company. Any other cash flows, net of expenses, received by Phase 2 DC following the achievement of cost recoupment are required to be returned to the distributors on a pro-rata basis. At this time, the Company cannot estimate the timing or probability of the achievement of cost recoupment.

Alternative content fees ("ACFs") are earned pursuant to contracts with movie exhibitors, whereby amounts are payable to Phase 1 DC and to Phase 2 DC, generally either a fixed amount or as a percentage of the applicable box office revenue derived from the exhibitor's showing of content other than feature movies, such as concerts and sporting events (typically referred to as "alternative content"). ACF revenue is recognized in the period in which the alternative content first opens for audience viewing.

Revenues are deferred for up front exhibitor contributions and are recognized over the cost recoupment period, which is expected to be ten years.

Services

Exhibitors who purchased and own Systems using their own financing in the Phase II Deployment, paid an upfront activation fee that is generally $2 thousand per screen to the Company (the "Exhibitor-Buyer Structure"). These upfront activation fees are recognized in the period in which these exhibitor-owned Systems are ready for content, as the Company has no further obligations to the customer, and are generally paid quarterly from VPF revenues over approximately one year. Additionally, the Company recognizes activation fee revenue of between $1 and $2 on Phase 2 DC Systems and for Systems installed by Holdings upon installation and such fees are generally collected upfront upon installation. The Company will then manage the billing and collection of VPFs and will remit all VPFs collected to the exhibitors, less an administrative fee that will approximate up to 10% of the VPFs collected.

The administrative fee related to the Phase I Deployment approximates 5% of the VPFs collected and an incentive service fee equal to 2.5% of the VPFs earned by Phase 1 DC. This administrative fee is recognized in the period in which the billing of VPFs occurs, as performance obligations have been substantially met at that time.

Content & Entertainment

CEG earns fees for the distribution of content in the home entertainment markets via several distribution channels, including digital, VOD, and physical goods (e.g. DVD and Blu-ray) is typically based upon the gross amounts billed to our customers less the amounts owed to the media studios or content producers under distribution agreements, and gross media sales of owned or licensed content. The fee rate earned by the Company varies depending upon the nature of the agreements with the platform and content providers. Generally, revenues are recognized at the availability date of the content for a subscription digital platform, at the time of shipment for physical goods, or point-of-sale for transactional and VOD services. Reserves for sales returns and other allowances are recorded based upon historical experience. If actual future returns and allowances differ from past experience, adjustments to our allowances may be required. Sales returns and allowances are reported net in accounts receivable and as a reduction of revenues.

CEG also has contracts for the theatrical distribution of third party feature movies and alternative content. CEG’s distribution fee revenue and CEG's participation in box office receipts is recognized at the time a feature movie and alternative content is viewed. CEG has the right to receive or bill a portion of the theatrical distribution fee in advance of the exhibition date, and therefore such amount is recorded as a receivable at the time of execution, and all related distribution revenue is deferred until the third party feature movies’ or alternative content’s theatrical release date.

Movie Cost Amortization

Once a movie is released, capitalized acquisition costs are amortized and participations and residual costs are accrued on an individual title basis in the proportion to the revenue recognized during the period for each title ("Period Revenue") bears to the estimated remaining total revenue to be recognized from all sources for each title ("Ultimate Revenue"). The amount of movie and other costs that is amortized each period will depend on the ratio of Period Revenue to Ultimate Revenue for each movie. The Company makes certain estimates and judgments of Ultimate Revenue to be recognized for each title. Ultimate Revenue does not include estimates of revenue that will be earned beyond 5 years of a movie’s initial theatrical release date. Movie cost amortization is a component of direct operating costs within the condensed consolidated statements of operations.

Estimates of Ultimate Revenue and anticipated participation and residual costs are reviewed periodically in the ordinary course of business and are revised if necessary. A change in any given period to the Ultimate Revenue for an individual title will result in an increase or decrease in the percentage of amortization of capitalized movie and other costs and accrued participation and residual costs relative to a previous period. Depending on the performance of a title, significant changes to the future Ultimate Revenue may occur, which could result in significant changes to the amortization of the capitalized acquisition costs.

DIRECT OPERATING COSTS

Direct operating costs consist of operating costs such as cost of goods sold, fulfillment expenses, shipping costs, property taxes and insurance on Systems, royalty expenses, marketing and direct personnel costs.

PARTICIPATIONS PAYABLE

The Company records liabilities within accounts payable and accrued expenses on the condensed consolidated balance sheet, that represent amounts owed to studios or content producers for which the Company provides content distribution services under licensing arrangements. The Company identifies and records as a reduction to the liability any expenses that are to be reimbursed to the Company by such studios or content producers. At December 31, 2014 and March 31, 2014, participants payable were $51,118 and $26,577 , respectively.

STOCK-BASED COMPENSATION

During the three months ended December 31, 2014 and 2013 , the Company recorded stock-based compensation from continuing operations of $447 and $621 , respectively. During the nine months ended December 31, 2014 and 2013 , the Company recorded stock-based compensation from continuing operations of $1,472 and $1,803 , respectively.

There were no stock options granted or exercised during the three months ended December 31, 2014. The weighted-average grant-date fair value of options granted during the three months ended December 31, 2013 was $0.97 . The weighted-average grant-date fair value of options granted during the nine months ended December 31, 2014 and 2013 was $1.26 and $0.91 , respectively. During the three months ended December 31, 2013 , there were 451,650 options exercised. There were 101,000 and 661,650 stock options exercised during the nine months ended December 31, 2014 and 2013 , respectively.

The Company estimated the fair value of stock options at the date of each grant using a Black-Scholes option valuation model with the following assumptions:

Assumptions for Option Grants	For the Three Months Ended December 31, 2013	For the Nine Months Ended December 31, 2014	For the Nine Months Ended December 31, 2013
Range of risk-free interest rates	1.4 - 1.6%	1.6 - 1.8%	0.7 - 1.6%
Dividend yield	—	—	—
Expected life (years)	5	5	5
Range of expected volatilities	72.6 - 72.7%	71.1 - 72.1%	72.6 - 73.7%

The risk-free interest rate used in the Black-Scholes option pricing model for options granted under the Company's stock option plan awards is the historical yield on U.S. Treasury securities with equivalent remaining lives. The Company does not currently anticipate paying any cash dividends on common stock in the foreseeable future. Consequently, an expected dividend yield of zero is used in the Black-Scholes option pricing model. The Company estimates the expected life of options granted under the Company's stock option plans using both exercise behavior and post-vesting termination behavior, as well as consideration of outstanding options. The Company estimates expected volatility for options granted under the Company's stock option plans based on a measure of historical volatility in the trading market for the Company's common stock.

Employee and director stock-based compensation expense from continuing operations related to the Company's stock-based awards was as follows:

	For the Three Months Ended December 31, 2014	For the Three Months Ended December 31, 2013	For the Nine Months Ended December 31, 2014	For the Nine Months Ended December 31, 2013
Direct operating	$ 6	$ 2	$ 12	$ 18
Selling, general and administrative	441	619	1,460	1,785
	$ 447	$ 621	$ 1,472	$ 1,803

NET LOSS PER SHARE

Basic and diluted net loss per common share has been calculated as follows:

$$\text{Basic and diluted net loss per common share} = \frac{\text{Net loss + preferred dividends}}{\text{Weighted average number of common stock shares outstanding during the period}}$$

Shares issued and any shares that are reacquired during the period are weighted for the portion of the period that they are outstanding.

The Company incurred net losses for each of the three and nine months ended December 31, 2014 and 2013 and, therefore, the impact of dilutive potential common shares from outstanding stock options and warrants, totaling 28,782,045 shares and 29,119,211 shares as of December 31, 2014 and 2013 , respectively, were excluded from the computation as it would be anti-dilutive.

COMPREHENSIVE LOSS

As of December 31, 2014 , the Company's other comprehensive loss consisted of net loss and foreign currency translation adjustments.

RECENT ACCOUNTING PRONOUNCEMENTS

In April 2014, the Financial Accounting Standards Board ("FASB") issued an accounting standards update which modifies the requirements for disposals to qualify as discontinued operations and expands related disclosure requirements. The update will be effective for the Company during the fiscal year ending March 31, 2015. The adoption of the update may impact whether future disposals qualify as discontinued operations and therefore could impact the Company's financial statement presentation and disclosures.

In May 2014, the FASB issued new accounting guidance on revenue recognition. The new standard provides for a single five-step model to be applied to all revenue contracts with customers as well as requires additional financial statement disclosures that will enable users to understand the nature, amount, timing and uncertainty of revenue and cash flows relating to customer contracts. Companies have an option to use either a retrospective approach or cumulative effect adjustment approach to implement the standard. The guidance will be effective for the Company during the fiscal year ending March 31, 2018. The Company intends to evaluate the impact of the adoption of this accounting standard update on its consolidated financial statements.

In June 2014, the FASB issued an accounting standards update which provides additional guidance on how to account for share-based payments where the terms of an award may provide that the performance target could be achieved after an employee completes the requisite service period. The amendments require that a performance target that affects vesting and that could be achieved after the requisite period is treated as a performance condition. The guidance will be effective for the Company during the fiscal year ending March 31, 2017. The Company intends to evaluate the impact of the adoption of this accounting standard update on its consolidated financial statements, and may be applied (a) prospectively to all awards granted or modified after the effective date or (b) retrospectively to all awards with performance targets that are outstanding as of the beginning of the earliest annual period presented in the financial statements and to all new or modified awards thereafter. Earlier adoption is permitted. The adoption of this standard is not expected to have a material impact on the Company's financial statements.

In August 2014, the FASB amended accounting guidance pertaining to going concern considerations by company management. The amendments in this update state that in connection with preparing financial statements for each annual and interim reporting period, an entity's management should evaluate whether there are conditions or events that raise substantial doubt about the entity's ability to continue as a going concern within one year after the date that the financial statements are issued (or within one year after the date that the financial statements are available to be issued, when applicable). The guidance will be effective for the Company during the fiscal year ending March 31, 2018. Early application is permitted. The adoption of this standard is not expected to have a material impact on the Company's financial statements.

3. DISCONTINUED OPERATIONS

As discussed in Note 1, discontinued operations is principally comprised of the operations of Software.

The assets and liabilities of discontinued operations were comprised of the following:

		As of March 31, 2014
Current assets of discontinued operations:		
Accounts receivable, net	$	1,835
Unbilled revenue		534
Prepaid and other current assets		11
Total current assets of discontinued operations		2,380
Current liabilities of discontinued operations:		
Accounts payable and accrued expenses		668
Deferred revenue		1,434
Total current liabilities of discontinued operations		2,102
Current assets of discontinued operations, net of current liabilities	$	278
Property and equipment, net	$	474
Capitalized software, net		4,862
Unbilled revenue, net of current portion		324
Assets of discontinued operations, net of current portion	$	5,660

The results of Software have been reported as discontinued operations for all periods presented. The income (loss) from discontinued operations was as follows:

	For the Three Months Ended December 31,		For the Nine Months Ended December 31,	
	2014	2013	2014	2013
Revenues	$ —	$ 1,061	$ 1,968	$ 3,274
Costs and Expenses:				
Direct operating (exclusive of depreciation and amortization shown below)	—	457	326	1,856
Selling, general and administrative	342	965	1,435	2,926
Research and development	—	58	14	64
Depreciation of property and equipment	—	44	—	253
Impairment of goodwill and capitalized software	—	7,226	—	7,226
Total operating expenses	342	8,750	1,775	12,325
(Loss) income from operations	(342)	(7,689)	193	(9,051)
Other expense, net	—	—	(93)	9
(Loss) income from discontinued operations, net of taxes	(342)	(7,689)	100	(9,042)

4. NOTES PAYABLE

Notes payable consisted of the following:

	As of December 31, 2014		As of March 31, 2014	
Notes Payable	Current Portion	Long Term Portion	Current Portion	Long Term Portion
2013 Term Loans, net of debt discount	$ 25,315	$ 44,605	$ 25,688	$ 68,590
2013 Prospect Loan Agreement	—	68,798	—	68,454
KBC Facilities	7,651	21,275	7,961	27,009
P2 Vendor Note	120	414	105	466
P2 Exhibitor Notes	73	205	71	260
Total non-recourse notes payable	$ 33,159	$ 135,297	$ 33,825	$ 164,779
Cinedigm Term Loans	$ 4,500	$ 14,556	$ 3,750	$ 20,015
Cinedigm Revolving Loans	19,294	—	15,469	—
2013 Notes	—	3,713	—	3,510
Total recourse notes payable	$ 23,794	$ 18,269	$ 19,219	$ 23,525
Total notes payable	$ 56,953	$ 153,566	$ 53,044	$ 188,304

Non-recourse debt is generally defined as debt whereby the lenders' sole recourse with respect to defaults by the borrower is limited to the value of the assets collateralized by the debt. The 2013 Term Loans are not guaranteed by the Company or its other subsidiaries, other than Phase 1 DC. The 2013 Prospect Loan Agreement is not guaranteed by the Company or its other subsidiaries and the service fees of Phase 1 DC and Phase 2 DC were assigned by the Company to DC Holdings LLC. The KBC Facilities, the P2 Vendor Note and the P2 Exhibitor Notes are not guaranteed by the Company or its other subsidiaries, other than Phase 2 DC.

2013 Term Loans

On February 28, 2013, CDF I entered into an amended and restated credit agreement (the "2013 Credit Agreement") with Société Générale, New York Branch, as administrative agent and collateral agent for the lenders party thereto and certain other secured parties (the "Collateral Agent"), and the lenders party thereto. The 2013 Credit Agreement amended and restated its prior credit agreement. The primary changes effected by the Amended and Restated Credit Agreement were (i) changing the aggregate principal amount of the term loans to $130,000 , which included an assignment of $5,000 of the principal balance to an affiliate of CDF I, (ii) changing the interest rate (described further below) and (iii) extending the term of the credit facility to February 2018. The

proceeds of the term loans ("2013 Term Loans") under the 2013 Credit Agreement were used by CDF I to refinance its prior credit agreement.

Under the 2013 Credit Agreement, each of the 2013 Term Loans bears interest, at the option of CDF I and subject to certain conditions, based on the base rate (generally, the bank prime rate) or the LIBOR rate set at a minimum of 1.00% , plus a margin of 1.75% (in the case of base rate loans) or, 2.75% (in the case of LIBOR rate loans). All collections and revenues of CDF I are deposited into designated accounts, from which amounts are paid out on a monthly basis to pay certain operating expenses and principal, interest, fees, costs and expenses relating to the 2013 Credit Agreement according to certain designated priorities. On a quarterly basis, if funds remain after the payment of all such amounts, they will be applied to prepay the 2013 Term Loans. The 2013 Term Loans mature and must be paid in full by February 28, 2018. In addition, CDF I may prepay the 2013 Term Loans, in whole or in part, subject to paying certain breakage costs, if applicable. The LIBOR rate at December 31, 2014 was 0.17% .

The 2013 Credit Agreement also requires each of CDF I's existing and future direct and indirect domestic subsidiaries (the "Guarantors") to guarantee, under an Amended and Restated Guaranty and Security Agreement dated as of February 28, 2013 by and among CDF I, the Guarantors and the Collateral Agent (the "Guaranty and Security Agreement"), the obligations under the 2013 Credit Agreement, and all such obligations to be secured by a first priority perfected security interest in all of the collective assets of CDF I and the Guarantors, including real estate owned or leased, and all capital stock or other equity interests in C/AIX, the direct holder of CDF I's equity, CDF I and CDF I's subsidiaries. In connection with the 2013 Credit Agreement, AccessDM, a wholly-owned subsidiary of the Company and the direct parent of C/AIX, entered into an amended and restated pledge agreement dated as of February 28, 2013 (the "AccessDM Pledge Agreement") in favor of the Collateral Agent pursuant to which AccessDM pledged to the Collateral Agent all of the outstanding shares of common stock of C/AIX, and C/AIX entered into an amended and restated pledge agreement dated as of February 28, 2013 (the "C/AIX Pledge Agreement") in favor of the Collateral Agent pursuant to which C/AIX pledged to the Collateral Agent all of the outstanding membership interests of CDF I. The 2013 Credit Agreement contains customary representations, warranties, affirmative covenants, negative covenants and events of default.

All collections and revenues of CDF I are deposited into designated accounts. These amounts are included in cash and cash equivalents in the condensed consolidated balance sheets and are only available to pay certain operating expenses, principal, interest, fees, costs and expenses relating to the 2013 Credit Agreement, according to certain designated priorities, which totaled $5,371 and $6,493 as of December 31, 2014 and March 31, 2014 , respectively. The Company also set up a debt service fund under the 2013 Credit Agreement for future principal and interest payments, classified as restricted cash, of $6,751 as of December 31, 2014 and March 31, 2014 , respectively.

The balance of the 2013 Term Loans, net of the original issue discount, at December 31, 2014 was as follows:

	As of December 31, 2014	As of March 31, 2014
2013 Term Loans, at issuance, net	$ 125,087	$ 125,087
Payments to date	(54,953)	(30,543)
Discount on 2013 Term Loans	(214)	(266)
2013 Term Loans, net	69,920	94,278
Less current portion	(25,315)	(25,688)
Total long term portion	$ 44,605	$ 68,590

2013 Prospect Loan Agreement

On February 28, 2013, DC Holdings LLC, AccessDM and Phase 2 DC entered into a term loan agreement (the "2013 Prospect Loan Agreement") with Prospect Capital Corporation ("Prospect"), as administrative agent (the "Prospect Administrative Agent") and collateral agent (the "Prospect Collateral Agent") for the lenders party thereto, and the other lenders party thereto pursuant to which DC Holdings LLC borrowed $70,000 (the "2013 Prospect Loan"). The 2013 Prospect Loan, as subsequently amended, bears interest annually in cash at LIBOR plus 9.00% (with a 2.00% LIBOR floor) and at 2.50% to be accrued as an increase in the aggregate principal amount of the 2013 Prospect Loan until the 2013 Credit Agreement is paid off, at which time all interest will be payable in cash.

The 2013 Prospect Loan matures on March 31, 2021. The 2013 Prospect Loan may be accelerated upon a change in control (as defined in the Term Loan Agreement) or other events of default as set forth therein and would be subject to mandatory acceleration upon an insolvency of DC Holdings LLC. The 2013 Prospect Loan is payable on a voluntary basis after the second anniversary of the initial borrowing in whole but not in part, subject to a prepayment penalty equal to 5.00% of the principal amount prepaid if the 2013 Prospect Loan is prepaid after the second anniversary but prior to the third anniversary of issuance, a prepayment penalty of 4.00% of the principal amount prepaid if the 2013 Prospect Loan is prepaid after such third anniversary but prior to the

fourth anniversary of issuance, a prepayment penalty of 3.00% of the principal amount prepaid if the 2013 Prospect Loan is prepaid after such fourth anniversary but prior to the fifth anniversary of issuance, a prepayment penalty of 2.00% of the principal amount prepaid if the 2013 Prospect Loan is prepaid after such fifth anniversary but prior to the sixth anniversary of issuance, a prepayment penalty of 1.00% of the principal amount prepaid if the 2013 Prospect Loan is prepaid after such sixth anniversary but prior to the seventh anniversary of issuance, and without penalty if the 2013 Prospect Loan is prepaid thereafter, plus cash in an amount equal to the accrued and unpaid interest amount with respect to the principal amount through and including the prepayment date.

In connection with the 2013 Prospect Loan, the Company assigned to DC Holdings LLC its rights to receive servicing fees under the Company's Phase I and Phase II deployments. Pursuant to a Limited Recourse Pledge Agreement (the "Limited Recourse Pledge") executed by the Company and a Guaranty, Pledge and Security Agreement (the "Prospect Guaranty and Security Agreement") among DC Holdings LLC, AccessDM, Phase 2 DC and Prospect, as Prospect Collateral Agent, the Prospect Loan is secured by, among other things, a first priority pledge of the stock of Holdings owned by the Company, the stock of AccessDM owned by DC Holdings LLC and the stock of Phase 2 DC owned by the Company, and guaranteed by AccessDM and Phase 2 DC. The Company provides limited financial support to the 2013 Prospect Loan not to exceed $1,500 per year in the event financial performance does not meet certain defined benchmarks.

The 2013 Prospect Loan Agreement contains customary representations, warranties, affirmative covenants, negative covenants and events of default. The balance of the 2013 Prospect Loan Agreement at December 31, 2014 and March 31, 2014 was as follows:

	As of December 31, 2014	As of March 31, 2014
2013 Prospect Loan Agreement, at issuance	$ 70,000	$ 70,000
PIK Interest	3,216	1,906
Payments to date	(4,418)	(3,452)
2013 Prospect Loan Agreement, net	68,798	68,454
Less current portion	—	—
Total long term portion	$ 68,798	$ 68,454

KBC Facilities

In December 2008, Phase 2 B/AIX, a direct wholly-owned subsidiary of Phase 2 DC and an indirect wholly-owned subsidiary of the Company, began entering into multiple credit facilities to fund the purchase of Systems from Barco, Inc. to be installed in movie theatres as part of the Company's Phase II Deployment. There were no draws on the KBC facilities during the nine months ended December 31, 2014. A summary of the credit facilities is as follows:

				Outstanding Principal Balance	
Facility [1]	Credit Facility	Interest Rate [2]	Maturity Date	As of December 31, 2014	As of March 31, 2014
1	$ 8,900	8.50%	December 2016	$ —	$ —
2	2,890	3.75%	December 2017	5	315
3	22,336	3.75%	September 2018	11,168	13,561
4	13,312	3.75%	September 2018	7,132	8,558
5	11,425	3.75%	March 2019	6,936	8,160
6	6,450	3.75%	December 2018	3,685	4,376
	$ 65,313			$ 28,926	$ 34,970

[1] For each facility, principal is to be repaid in twenty-eight quarterly installments.

[2] The interest rate for facilities 2 through 6 are the three month LIBOR rate of 0.25% at December 31, 2014 , plus the interest rate noted above.

Cinedigm Credit Agreement

On October 17, 2013, the Company entered into a credit agreement (the "Cinedigm Credit Agreement") with Société Générale, New York Branch, as administrative agent and collateral agent for the lenders party thereto and certain other secured parties (the "Collateral Agent"). Under the Cinedigm Credit Agreement and subject to the terms and conditions thereof, the Company may borrow an aggregate principal amount of up to $55,000 , including term loans of $25,000 (the "Cinedigm Term Loans") and revolving loans of up to $30,000 (the "Cinedigm Revolving Loans"). All of the Cinedigm Term Loans, for which principal will be paid quarterly, and $15,000 of the Cinedigm Revolving Loans were drawn at closing in connection with funding the GVE Acquisition upon the Company's contribution of such funds. Each of the Cinedigm Term Loans and the Cinedigm Revolving Loans bears interest at the base rate plus 3.0% or the eurodollar rate plus 4.0% . Base rate, per annum, is equal to the highest of (a) the rate quoted by the Wall Street Journal as the "base rate on corporate loans by at least 75% of the nation's largest banks," (b) 0.50% plus the federal funds rate, and (c) the eurodollar rate plus 1.0% . All collections and revenues of CEG will be deposited into a special blocked account, from which amounts are paid out on a monthly basis to pay certain operating expenses and principal, interest, fees, costs and expenses relating to the Cinedigm Credit Agreement according to certain designated priorities. On a quarterly basis, if funds remain after the payment of all such amounts, a portion of such funds will be applied to prepay the Cinedigm Term Loans. The Cinedigm Term Loans and Cinedigm Revolving Loans mature and must be paid in full by October 21, 2016. In addition, the Company may prepay the Cinedigm Term Loans and Cinedigm Revolving Loans, in whole or in part, subject to paying certain breakage costs, as applicable.

The balance of the Cinedigm Term Loans as of December 31, 2014 and March 31, 2014 was as follows:

	As of December 31, 2014	As of March 31, 2014
Cinedigm Term Loans, at issuance, net	$ 25,000	$ 25,000
Payments to date	(5,683)	(875)
Discount on Cinedigm Term Loans	(261)	(360)
Cinedigm Term Loans, net	19,056	23,765
Less current portion	(4,500)	(3,750)
Total long term portion	$ 14,556	$ 20,015

At December 31, 2014 and March 31, 2014, the balances of the Cinedigm Revolving Loans were $19,294 and $15,469 , respectively.

During the nine months ended December 31, 2014, the Company increased its borrowings under the Cinedigm Revolving Loans by $11,150 for working capital purposes and made principal payments of $7,325 .

On February 10, 2015, the Company agreed to certain changes in the Cinedigm Credit Agreement. Among other things, the Cinedigm Credit Agreement has been amended to relax certain requirements that determine the maximum amount of revolving loans that may be borrowed at any one time and to change the interest rate margins on outstanding loans. Under these changes, the Cinedigm Term Loans bear interest at the base rate plus 5.0% through May 15, 2015 and 3.0% thereafter or the eurodollar rate plus 6.0% until May 15, 2015 and 4.0% thereafter, and the Cinedigm Revolving Loans bear interest at the base rate plus 4.0% or the eurodollar rate plus 5.0% . The interest rate margins may be reduced if Cinedigm voluntarily prepays Term Loans in an aggregate amount of at least $10,000 . Base rate, per annum, is equal to the highest of (a) the rate quoted by the Wall Street Journal as the "base rate on corporate loans by at least 75% of the nation's largest banks," (b) 0.50% plus the federal funds rate, and (c) the eurodollar rate plus 1.0% .

2013 Notes

On October 17, 2013 and October 21, 2013, the Company entered into securities purchase agreements (the "Securities Purchase Agreements") with certain investors party thereto (the "Investors") pursuant to which the Company agreed to sell to the Investors notes in the aggregate principal amount of $5,000 (the "2013 Notes") and warrants to purchase an aggregate of 1,500,000 shares of Class A Common Stock (the "2013 Warrants"). The sales were consummated on October 21, 2013. The proceeds of the sales of the 2013 Notes and 2013 Warrants were used for working capital and general corporate purposes, including to finance, in part, the GVE Acquisition. The Company allocated a proportional value of $1,598 to the 2013 Warrants using a Black-Scholes option valuation model with the following assumptions:

Risk free interest rate	1.38%
Dividend yield	—
Expected life (years)	5
Expected volatility	76.25%

The Company has treated the proportional value of the 2013 Warrants of $1,598 as a debt discount. The debt discount of the 2013 Notes will be amortized through the maturity of the 2013 Notes as interest expense.

The principal amount outstanding under the 2013 Notes is due on October 21, 2018. The 2013 Notes bear interest at 9.0% per annum, payable in quarterly installments over the term of the 2013 Notes. The 2013 Notes entitle the Company to redeem the 2013 Notes any time on or after October 21, 2015, subject to certain premiums.

Letters of Credit

As of December 31, 2014 , outstanding letters of credit amounted to $7,000 . No amounts were drawn upon during the three months ended December 31, 2014 .

At December 31, 2014 , the Company was in compliance with all of its debt covenants.

5. STOCKHOLDERS' (DEFICIT) EQUITY

CAPITAL STOCK

COMMON STOCK

In September 2014, the Company increased the number of shares of Class A Common Stock authorized for issuance by 91,241,000 shares and designated the additional shares as Class A Common Stock.

As of December 31, 2014 and March 31, 2014 , the Company has 210,000,000 and 118,759,000 authorized shares of Class A Common Stock and 1,241,000 authorized shares of Class B Common Stock of which none remain available for issuance.

PREFERRED STOCK

Cumulative dividends in arrears on the preferred stock at December 31, 2014 and March 31, 2014 were $89 on each date. In January 2015, the Company paid its preferred stock dividends accrued at December 31, 2014 in the form of 55,262 shares of its Class A Common Stock.

CINEDIGM'S EQUITY INCENTIVE PLAN

Stock Options

Awards under the Company's equity incentive plan (the "Plan") may be in any of the following forms (or a combination thereof) (i) stock option awards; (ii) stock appreciation rights; (iii) stock or restricted stock or restricted stock units; or (iv) performance awards. The Plan provides for the granting of incentive stock options ("ISOs") with exercise prices not less than the fair market value of the Company's Class A Common Stock on the date of grant. ISOs granted to shareholders of more than 10% of the total combined voting power of the Company must have exercise prices of at least 110% of the fair market value of the Company's Class A Common Stock on the date of grant. ISOs and non-statutory stock options granted under the Plan are subject to vesting provisions, and exercise is subject to the continuous service of the participant. The exercise prices and vesting periods (if any) for non-statutory options are set at the discretion of the Company's compensation committee. Upon a change of control of the Company, all stock options (incentive and non-statutory) that have not previously vested will vest immediately and become fully exercisable. In connection with the grants of stock options under the Plan, the Company and the participants have executed stock option agreements setting forth the terms of the grants.

The Plan provides for the issuance of up to 14,300,000 shares of Class A Common Stock to employees, outside directors and consultants.

During the nine months ended December 31, 2014 , the Company granted stock options to purchase 774,125 shares of its Class A Common Stock to its employees at exercise prices ranging from $1.81 to $2.66 per share, which will vest ratably over a four year period. As of December 31, 2014 , the weighted average exercise price for outstanding stock options was $1.75 and the weighted average remaining contractual life was 6.04 years.

The following table summarizes the activity of the Plan related to shares issuable pursuant to outstanding options:

	Shares Under Option	Weighted Average Exercise Price Per Share
Balance at March 31, 2014	6,059,545	$ 1.76
Granted	774,125	2.09
Exercised	(101,000)	1.55
Canceled	(689,250)	2.19
Balance at December 31, 2014	6,043,420	1.75

OPTIONS GRANTED OUTSIDE CINEDIGM'S EQUITY INCENTIVE PLAN

In October 2013, the Company issued options outside of the Equity Incentive Plan to 10 employees who joined the Company following the GVE Acquisition. The employees received options to purchase an aggregate of 620,000 shares of the Company's Class A Common Stock. The options have ten -year terms and an exercise price of $1.75 per share. As of December 31, 2014 , there were 386,250 unvested options outstanding.

WARRANTS

As of December 31, 2014 , outstanding warrants consisted of 16,000,000 held by Sageview ("Sageview Warrants"), 525,000 held by a strategic management service provider and the 2013 Warrants.

The Sageview Warrants were exercisable beginning on September 30, 2009 at an exercise price of $1.37 , contain a customary cashless exercise provision and anti-dilution adjustments, and expire on August 11, 2016 (subject to extension in limited circumstances).

The strategic management service provider warrants were issued in connection with a consulting management services agreement entered into with the Company. These warrants for the purchase of 525,000 shares of Class A common stock vested over 18 months commencing in July 2011, are subject to termination with 90 days notice in the event of termination of the consulting management services agreement and expire on July 1, 2021.

The 2013 Warrants will be exercisable through October 21, 2018 at an exercise price per share of $1.85 . The 2013 Warrants and 2013 Notes are subject to certain transfer restrictions. As of December 31, 2014 , 1,250,625 of the 2013 Warrants were outstanding.

6. COMMITMENTS AND CONTINGENCIES

The Company is subject to a capital lease obligation where we have no continuing involvement other than being the primary obligor. A sub-lease agreement is in place, pursuant to which an unrelated third party purchaser pays the capital lease. The impact of the capital lease amendment to the Company's condensed consolidated financial statements was not material.

LITIGATION

Gaiam Dispute

In August 2014, the Company initiated mediation with Gaiam with respect to certain claims resulting from the GVE Acquisition in accordance with the requirements of the Membership Interest Purchase Agreement (the "MIPA"). On January 13 and 16, 2015, the Company and Gaiam participated in a two-day mediation to determine whether the parties' disputes could be resolved informally without arbitration. The mediation was not successful, and, therefore, the Company is pursuing its claims against Gaiam through arbitration.

The Company believes that (i) Gaiam materially breached its representations and warranties under the MIPA, including a representation that the financial statements provided to Cinedigm were consistent with GAAP; (ii) Gaiam engaged in fraud and tortious acts in connection with the sale; (iii) the amount of working capital in the business unit was substantially below the working capital target identified in the MIPA and is subject to a working capital adjustment; (iv) Gaiam breached the Transition Services Agreement, resulting in additional costs to the Company and potential losses associated with the non-collection of Company accounts receivable; and (v) Gaiam breached the terms of other agreements related to the transfer of cash from collected accounts receivable, including mishandling post-closing collections. Among other things, the Company has determined that significant

sections of the financial statements that Gaiam provided to the Company both before and after the GVE Acquisition were not consistent with GAAP, despite Gaiam's contractual obligations to ensure GAAP compliance, and that Gaiam's financial statements did not fairly present the financial position and results of GVE as of the date of the transaction. The Company's investigation of these issues is continuing.

The Company has demanded that Gaiam agree to participate in an expedited arbitration before a nationally recognized accounting firm to determine the value of the working capital in accordance with the relevant procedures set forth in the MIPA ("the Working Capital Arbitration"). The Company also has demanded that Gaiam agree simultaneously to participate in a separate arbitration before the American Arbitration Association ("the AAA Arbitration") to resolve the parties' non-working capital disputes. Gaiam has asserted that the AAA Arbitration should occur prior to the Working Capital Arbitration and has refused to proceed with the Working Capital Arbitration until after the AAA Arbitration has been completed. Cinedigm is in the process of taking appropriate steps to seek to compel Gaiam to participate in the Working Capital Arbitration without delay.

The relief requested by Cinedigm exceeds $30.0 million and includes unspecified compensatory damages, attorneys' fees, costs and interest, and all other appropriate relief including punitive damages. Gaiam has disputed the Company's allegations and asserted its own claims against Cinedigm, including seeking working capital reimbursement from the Company of over $6.0 million .

The Company believes that the claims that it has asserted against Gaiam in the Working Capital Arbitration and the AAA Arbitration have merit, and Cinedigm intends to pursue its claims vigorously. Conversely, the Company believes that Gaiam's claims are without merit. At this early stage, there can be no assurance as to the likelihood of success on the merits.

7. SUPPLEMENTAL CASH FLOW INFORMATION

	For the Nine Months Ended December 31,	
	2014	2013
Cash interest paid	$ 12,374	$ 13,235
Accretion of preferred stock discount	$ —	$ 82
Accrued dividends on preferred stock	$ 267	$ 267
Issuance of common stock for payment of preferred stock dividends	$ 267	$ 178
Assets acquired under capital leases	$ —	$ 1,886
Issuance of Class A Common Stock in connection with GVE acquisition	$ —	$ 1,000

8. SEGMENT INFORMATION

The Company is comprised of four reportable segments: Phase I Deployment, Phase II Deployment, Services and Content & Entertainment. The segments were determined based on the products and services provided by each segment and how management reviews and makes decisions regarding segment operations. Performance of the segments is evaluated on the segment's income (loss) from continuing operations before interest, taxes, depreciation and amortization.

The Phase I Deployment and Phase II Deployment segments consist of the following:

Operations of:	Products and services provided:
Phase 1 DC	Financing vehicles and administrators for the Company's 3,724 Systems installed nationwide in Phase 1 DC's deployment to theatrical exhibitors. The Company retains ownership of the Systems and the residual cash flows related to the Systems after the repayment of all non-recourse debt at the expiration of exhibitor master license agreements.
Phase 2 DC	Financing vehicles and administrators for the Company's 8,910 Systems installed in the second digital cinema deployment and international deployments, through Phase 2 DC. The Company retains no ownership of the residual cash flows and digital cinema equipment after the completion of cost recoupment and at the expiration of the exhibitor master license agreements.

The Services segment provides monitoring, billing, collection, verification and other management services to the Company's Phase I Deployment, Phase II Deployment, Holdings, as well as to exhibitors who purchase their own equipment. Services also collects and disburses VPFs from motion picture studios and distributors and ACFs from alternative content providers, movie exhibitors and theatrical exhibitors.

The Content & Entertainment segment, or CEG, is a leading distributor of independent content, collaborates with producers and other content owners to market, source, curate and distribute independent content to targeted and profitable audiences in theatres and homes, and via mobile and emerging platforms.

Information related to the segments of the Company and its subsidiaries is detailed below:

	As of December 31, 2014					
	Phase I	Phase II	Services	Content & Entertainment	Corporate	Consolidated
Total intangible assets, net	$ 264	$ —	$ —	$ 32,560	$ 11	$ 32,835
Total goodwill	$ —	$ —	$ —	$ 32,701	$ —	$ 32,701
Total assets	$ 87,194	$ 64,589	$ 2,946	$ 138,992	$ 23,425	$ 317,146
Notes payable, non-recourse	$ 138,717	$ 29,739	$ —	$ —	$ —	$ 168,456
Notes payable	—	—	—	—	42,063	42,063
Capital leases	—	—	—	84	5,557	5,641
Total debt	$ 138,717	$ 29,739	$ —	$ 84	$ 47,620	$ 216,160

	As of March 31, 2014					
	Phase I	Phase II	Services	Content & Entertainment	Corporate	Consolidated
Total intangible assets, net	$ 298	$ —	$ —	$ 37,333	$ 8	$ 37,639
Total goodwill	$ —	$ —	$ —	$ 25,494	$ —	$ 25,494
Assets from continuing operations	$ 109,538	$ 66,957	$ 3,848	$ 124,226	$ 35,491	340,060
Net assets from discontinued operations						5,938
Total assets						$ 345,998
Notes payable, non-recourse	$ 162,732	$ 35,872	$ —	$ —	$ —	$ 198,604
Notes payable	—	—	—	—	42,744	42,744
Capital leases	—	—	—	81	6,005	6,086
Total debt	$ 162,732	$ 35,872	$ —	$ 81	$ 48,749	$ 247,434

	Statements of Operations For the Three Months Ended December 31, 2014					
	Phase I	Phase II	Services	Content & Entertainment	Corporate	Consolidated
Total consolidated revenues	$ 8,995	$ 3,078	$ 3,039	$ 16,164	$ —	$ 31,276
Direct operating (exclusive of depreciation and amortization shown below)	287	105	4	8,714	—	9,110
Selling, general and administrative	19	28	176	4,585	3,254	8,062
Plus: Allocation of Corporate overhead	—	—	470	1,380	(1,850)	—
Benefit for doubtful accounts	(300)	(78)	—	—	—	(378)
Restructuring, transition and acquisitions expense, net	61	—	—	350	76	487
Depreciation and amortization of property and equipment	7,137	1,881	53	49	280	9,400
Amortization of intangible assets	11	—	—	1,450	1	1,462
Total operating expenses	7,215	1,936	703	16,528	1,761	28,143
Income (loss) from operations	$ 1,780	$ 1,142	$ 2,336	$ (364)	$ (1,761)	$ 3,133

The following employee and director stock-based compensation expense related to the Company's stock-based awards is included in the above amounts as follows:

	Phase I	Phase II	Services	Content & Entertainment	Corporate	Consolidated
Direct operating	$ —	$ —	$ 4	$ 2	$ —	$ 6
Selling, general and administrative	—	—	—	86	355	441
Total stock-based compensation	$ —	$ —	$ 4	$ 88	$ 355	$ 447

	Statements of Operations For the Three Months Ended December 31, 2013					
	Phase I	Phase II	Services	Content & Entertainment	Corporate	Consolidated
Revenues from external customers	$ 9,444	$ 3,216	$ 3,419	$ 18,806	$ —	$ 34,885
Intersegment revenues (1)	—	—	5	11	—	16
Total segment revenues	9,444	3,216	3,424	18,817	—	34,901
Less: Intersegment revenues	—	—	(5)	(11)	—	(16)
Total consolidated revenues	$ 9,444	$ 3,216	$ 3,419	$ 18,806	$ —	$ 34,885
Direct operating (exclusive of depreciation and amortization shown below)	209	163	120	10,521	—	11,013
Selling, general and administrative	47	76	213	4,202	2,411	6,949
Plus: Allocation of Corporate overhead	—	—	549	1,101	(1,650)	—
Provision for doubtful accounts	5	23	5	—	—	33
Restructuring, transition and acquisitions expense, net	—	—	—	1,142	2,779	3,921
Depreciation and amortization of property and equipment	7,137	1,881	53	139	234	9,444
Amortization of intangible assets	11	2	—	1,215	—	1,228
Total operating expenses	7,409	2,145	940	18,320	3,774	32,588
Income (loss) from operations	$ 2,035	$ 1,071	$ 2,479	$ 486	$ (3,774)	$ 2,297

(1) Intersegment revenues principally represent personnel expenses.

The following employee and director stock-based compensation expense related to the Company's stock-based awards is included in the above amounts as follows:

	Phase I	Phase II	Services	Content & Entertainment	Corporate	Consolidated
Direct operating	$ —	$ —	$ —	$ 2	$ —	$ 2
Selling, general and administrative	—	—	6	47	566	619
Total stock-based compensation	$ —	$ —	$ 6	$ 49	$ 566	$ 621

Statements of Operations For the Nine Months Ended December 31, 2014						
	Phase I	Phase II	Services	Content & Entertainment	Corporate	Consolidated
Total consolidated revenues	$ 27,291	$ 9,287	$ 8,962	$ 32,314	$ —	$ 77,854
Direct operating (exclusive of depreciation and amortization shown below)	752	379	56	19,738	—	20,925
Selling, general and administrative	297	101	588	13,887	9,202	24,075
Plus: Allocation of Corporate overhead	—	—	1,395	4,069	(5,464)	—
(Benefit) provision for doubtful accounts	(204)	(23)	21	—	—	(206)
Restructuring, transition and acquisitions expense, net	61	—	—	1,768	421	2,250
Depreciation and amortization of property and equipment	21,412	5,643	159	141	812	28,167
Amortization of intangible assets	34	—	—	4,774	3	4,811
Total operating expenses	22,352	6,100	2,219	44,377	4,974	80,022
Income (loss) from operations	$ 4,939	$ 3,187	$ 6,743	$ (12,063)	$ (4,974)	$ (2,168)

The following employee and director stock-based compensation expense related to the Company's stock-based awards is included in the above amounts as follows:

	Phase I	Phase II	Services	Content & Entertainment	Corporate	Consolidated
Direct operating	$ —	$ —	$ 4	$ 8	$ —	$ 12
Selling, general and administrative	—	—	10	215	1,235	1,460
Total stock-based compensation	$ —	$ —	$ 14	$ 223	$ 1,235	$ 1,472

	Statements of Operations For the Nine Months Ended December 31, 2013					
	Phase I	Phase II	Services	Content & Entertainment	Corporate	Consolidated
Revenues from external customers	$ 27,737	$ 9,331	$ 9,798	$ 25,798	$ —	$ 72,664
Intersegment revenues (1)	—	—	16	43	—	59
Total segment revenues	27,737	9,331	9,814	25,841	—	72,723
Less: Intersegment revenues	—	—	(16)	(43)	—	(59)
Total consolidated revenues	$ 27,737	$ 9,331	$ 9,798	$ 25,798	$ —	$ 72,664
Direct operating (exclusive of depreciation and amortization shown below)	566	446	301	18,245	—	19,558
Selling, general and administrative	206	203	624	9,729	7,981	18,743
Plus: Allocation of Corporate overhead	—	—	1,587	2,526	(4,113)	—
Provision for doubtful accounts	150	53	24	—	—	227
Restructuring, transition and acquisitions expense, net	—	—	—	1,142	1,279	2,421
Depreciation and amortization of property and equipment	21,412	5,642	161	149	537	27,901
Amortization of intangible assets	34	5	—	2,015	1	2,055
Total operating expenses	22,368	6,349	2,697	33,806	5,685	70,905
Income (loss) from operations	$ 5,369	$ 2,982	$ 7,101	$ (8,008)	$ (5,685)	$ 1,759

(1) Intersegment revenues principally represent personnel expenses.

The following employee and director stock-based compensation expense related to the Company's stock-based awards is included in the above amounts as follows:

	Phase I	Phase II	Services	Content & Entertainment	Corporate	Consolidated
Direct operating	$ —	$ —	$ 13	$ 5	$ —	$ 18
Selling, general and administrative	—	—	8	89	1,688	1,785
Total stock-based compensation	$ —	$ —	$ 21	$ 94	$ 1,688	$ 1,803

9. RESTRUCTURING, TRANSITION AND ACQUISTION EXPENSES

During the fiscal year ended March 31, 2014, the Company completed a strategic assessment of its resource requirements within its Content & Entertainment reporting segment which were principally attributed to the integration of the GVE Acquisition. Transition and acquisition expenses of $487 and $2,250 for the three and nine months ended December 31, 2014 , respectively, are attributed to the continued integration of GVE and ongoing alignment of resources to our content and entertainment business.

A summary of activity for the restructuring accrual included within accounts payable and accrued expenses as of December 31, 2014 is as follows:

Balance at March 31, 2014	Total Cost	Amounts Paid/Adjusted	Balance at December 31, 2014
$ 1,019	$ 307	$ (1,223)	$ 103

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis should be read in conjunction with our historical consolidated financial statements and the related notes included elsewhere in this document.

This report contains forward-looking statements within the meaning of the federal securities laws. These include statements about our expectations, beliefs, intentions or strategies for the future, which are indicated by words or phrases such as "believes," "anticipates," "expects," "intends," "plans," "will," "estimates," and similar words. Forward-looking statements represent, as of the date of this report, our judgment relating to, among other things, future results of operations, growth plans, sales, capital requirements and general industry and business conditions applicable to us. These forward-looking statements are not guarantees of future performance and are subject to risks, uncertainties, assumptions and other factors, some of which are beyond the Company's control that could cause actual results to differ materially from those expressed or implied by such forward-looking statements.

OVERVIEW

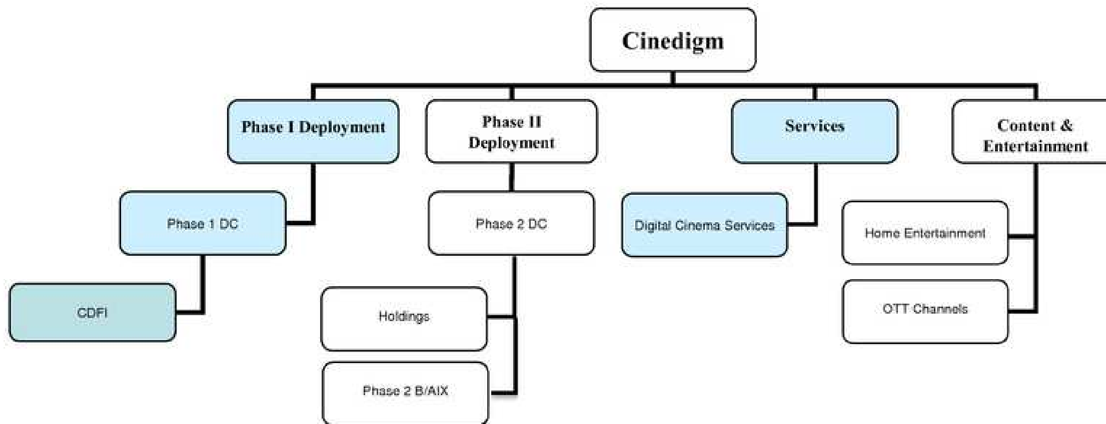
Cinedigm Corp. was incorporated in Delaware on March 31, 2000 ("Cinedigm", and collectively with its subsidiaries, the "Company"). Cinedigm is (i) a leading distributor of independent movie, television and other short form content managing a library of distribution rights to over 52,000 titles and episodes released across theatrical, digital, physical, home and mobile entertainment platforms as well as (ii) a leading servicer of digital cinema assets on over 12,000 movie screens in North America and several international countries.

Over the past decade, the Company has played a significant role in the digital distribution revolution that continues to transform the media landscape. In addition to its pioneering role in transitioning over 12,000 movie screens from traditional analog film prints to digital distribution, the Company, through both organic growth and acquisitions, has become a leading distributor of independent content. The Company distributes products for major brands such as the NFL, Discovery Networks, National Geographic and Scholastic as well as leading international and domestic content creators, movie producers, television producers and other short form digital content producers. Cinedigm collaborates with producers, major brands and other content owners to market, source, curate and distribute quality content to targeted and profitable audiences through (i) existing and emerging digital home entertainment platforms, including but not limited to, iTunes, Amazon Prime, Netflix, Hulu, Xbox, Playstation, VOD and curated OTT digital entertainment channels and applications, (ii) physical goods, including DVD and Blu-ray and (iii) theatrical releases.

The Company reports its financial results in four primary segments as follows: (1) Phase I Deployment, (2) Phase II Deployment, (3) Services and (4) Content & Entertainment. The Phase I Deployment and Phase II Deployment segments are the non-recourse, financing vehicles and administrators for the Company's Systems installed in North American movie theatres. The Services segment provides services, software and support to the Phase I Deployment and Phase II Deployment segments as well as directly to exhibitors and other third party customers. Included in these services are asset management services for a specified fee via service agreements with Phase I Deployment and Phase II Deployment as well as third party exhibitors as buyers of their own digital cinema equipment; and software license, maintenance and consulting services to Phase I and Phase II Deployment, various other exhibitors, studios and other content organizations. These services primarily facilitate the conversion from analog to digital cinema and have positioned the Company at what it believes to be the forefront of a rapidly developing industry relating to the distribution and management of digital cinema and other content to theatres and other remote venues worldwide. The Content & Entertainment segment is a market leader in three key areas of entertainment content distribution - ancillary market aggregation and distribution, theatrical releasing and branded and curated over-the-top ("OTT") digital entertainment channels and applications.

The Company is structured so that the digital cinema business (collectively, the Phase I Deployment, Phase II Deployment and Services segments) operates independently from our content and entertainment business. We have approximately $168.7 million of outstanding principal that relates to, and is serviced by, our digital cinema business and is non-recourse to the Company. We also have approximately $43.6 million of outstanding principal that is a part of our Content & Entertainment and Corporate segments.

The following organizational chart provides a graphic representation of our business and our four reporting segments:



We have incurred consolidated net losses from continuing operations, including the results of our non-recourse deployment subsidiaries, of $17.3 million and $13.5 million during the nine months ended December 31, 2014 and 2013 , respectively, and we have an accumulated deficit of $289.2 million as of December 31, 2014 . Included within the nine months ended December 31, 2014 were $2.3 million of transition and acquisition expenses. We also have significant contractual obligations related to our non-recourse and recourse debt for the fiscal year ended March 31, 2015 and beyond. We may continue generating consolidated net losses for the foreseeable future. Based on our cash position at December 31, 2014 , and expected cash flows from operations, we believe that we have the ability to meet our obligations through at least December 31, 2015 . Failure to generate additional revenues, raise additional capital or manage discretionary spending could have an adverse effect on our financial position, results of operations or liquidity.

Results of Continuing Operations for the Three Months Ended December 31, 2014 and 2013

Revenues

	For the Three Months Ended December 31,			
($ in thousands)	**2014**	**2013**	**$ Change**	**% Change**
Phase I Deployment	$ 8,995	$ 9,444	$ (449)	(5)%
Phase II Deployment	3,078	3,216	(138)	(4)%
Services	3,039	3,419	(380)	(11)%
Content & Entertainment	16,164	18,806	(2,642)	(14)%
	$ 31,276	$ 34,885	$ (3,609)	(10)%

Revenues decreased $3.6 million or 10% during the three months ended December 31, 2014 . Phase 1 and Phase 2 Deployment revenues decreased by 5% for the three months ended December 31, 2014 as virtual print fees were impacted by a reduced releasing calendar in the current fiscal quarter as compared to the prior year fiscal quarter. Two less wide release titles were released during the current quarter as compared to the previous fiscal year quarter. As is typical during our fiscal third quarter, constrained booking patterns on many tent-pole and wide studio releases, along with a crowded release calendar, limited screen space access.

Revenues from the Services segment decreased by $0.4 million , or 11% , for the three months ended December 31, 2014 as the segment did not have the benefit of activation fees from the Australian and New Zealand deployment from the prior period. During the three months ended December 31, 2014 , a total of 8,910 installed Phase 2 Systems were generating service fees at December 31, 2014 as compared to 8,829 Phase 2 Systems at December 31, 2013. The Company also services an additional 3,724 screens in Phase I.

The CEG business declined by $2.6 million , or 14% , for the three months ended December 31, 2014 . Industry wide changes in consumer behavior, declining retail foot traffic and reduced retail shelf space within the industry continue to impact physical sales of independent studio titles. In addition, new movie co-production partnerships signed during the current fiscal year are expected to contribute to fiscal year ending March 31, 2016 results and, therefore, did not offset the expected and previously discussed termination of several non-profitable customer contracts during the current fiscal quarter as well as the sales pipeline and other financial issues inherited with the GVE acquisition. These results were offset by strong holiday retail placement and an improvement in product returns.

Direct Operating Expenses

	For the Three Months Ended December 31,			
($ in thousands)	**2014**	**2013**	**$ Change**	**% Change**
Phase I Deployment	$ 287	$ 209	$ 78	37 %
Phase II Deployment	105	163	(58)	(36)%
Services	4	120	(116)	(97)%
Content & Entertainment	8,714	10,521	(1,807)	(17)%
	$ 9,110	$ 11,013	$ (1,903)	(17)%

Direct operating expenses decreased by 17% as a result of reduced cost of goods sold from lower sales and lower upfront theatrical releasing, marketing and acquisitions costs of $1.8 million. CEG released one movie during the current quarter versus three releases in the prior year quarter.

Selling, General and Administrative Expenses

	For the Three Months Ended December 31,			
($ in thousands)	**2014**	**2013**	**$ Change**	**% Change**
Phase I Deployment	$ 19	$ 47	$ (28)	(60)%
Phase II Deployment	28	76	(48)	(63)%
Services	176	213	(37)	(17)%
Content & Entertainment	4,585	4,202	383	9 %
Corporate	3,254	2,411	843	35 %
	$ 8,062	$ 6,949	$ 1,113	16 %

Selling, general and administrative expenses increased by 16% during the period. The increase in selling, general and administrative expenses within Content & Entertainment reflects the full quarter impact of the GVE acquisition during the current quarter as compared to 10 weeks during the prior year quarter, offsetting other expense synergies achieved. Additional expenses were incurred related to the expansion of our OTT business, including the expected launch of CONTV during the quarter ending March 31, 2015. The increase within Corporate is principally due to increased professional fees of $0.8 million pertaining to litigation with Gaiam and other costs related to Sarbanes-Oxley compliance and a financial systems conversion.

Restructuring, Transition and Acquisitions Expense, net

Restructuring, transition and acquisitions expense, net were $0.5 million and $3.9 million for the three months ended December 31, 2014 and 2013, respectively. These expenses are attributed to the continued integration of GVE and ongoing alignment of resources to our content and entertainment business.

Depreciation and Amortization Expense on Property and Equipment

	For the Three Months Ended December 31,			
($ in thousands)	2014	2013	$ Change	% Change
Phase I Deployment	$ 7,137	$ 7,137	$ —	— %
Phase II Deployment	1,881	1,881	—	— %
Services	53	53	—	— %
Content & Entertainment	49	139	(90)	(65)%
Corporate	280	234	46	20 %
	$ 9,400	$ 9,444	$ (44)	— %

Depreciation and amortization expense decreased slightly overall from the prior fiscal year quarter.

Amortization of intangible assets

Amortization of intangible assets increased to $1.5 million for the three months ended December 31, 2014 from $1.2 million during the prior year period, which is attributed to the finite-lived intangible assets added from the GVE Acquisition, the valuation of which were finalized during the three months ended March 31, 2014.

Interest expense, net

	For the Three Months Ended December 31,			
($ in thousands)	2014	2013	$ Change	% Change
Phase I Deployment	$ 3,373	$ 3,633	$ (260)	(7)%
Phase II Deployment	374	478	(104)	(22)%
Corporate	1,182	940	242	26 %
	$ 4,929	$ 5,051	$ (122)	(2)%

Interest expense, net decreased $0.1 million or 2% due to the increase in recourse debt in corporate offset by the continued repayment of non-recourse and recourse term loan and revolver debt as the Company reduced principal outstanding by $14.5 million during the three months ended December 31, 2014 .

Corporate interest expense during the three months ended December 31, 2014 includes recourse debt from the Cinedigm Term Loans and Cinedigm Revolving Loans and the 2013 Notes. Each of the Cinedigm Term Loans and the Cinedigm Revolving Loans bear interest at the base rate plus 3.0% or the eurodollar rate plus 4.0%. Base rate, per annum, is equal to the highest of (a) the rate quoted by the Wall Street Journal as the “base rate on corporate loans by at least 75% of the nation’s largest banks,” (b) 0.50% plus the federal funds rate, and (c) the eurodollar rate plus 1.0%. The 2013 Notes bear interest at 9.0%.

The 7% decrease in interest paid and accrued within the non-recourse Phase I Deployment segment is the result of the benefit from the resulting reduced debt balance. The 2013 Term Loans, which are repaid from free cash flow, are at a rate of LIBOR, plus 275 basis points with a 1.0% LIBOR floor, versus the prior credit agreement rate of LIBOR, plus 350 basis points with a 1.75% LIBOR floor. The 2013 Prospect Loan carries an interest rate of 13.5%, including a cash rate of LIBOR, plus 9.0% with a 2.0% LIBOR floor, and a PIK rate of 2.5%. Interest decreased within the Phase II Deployment segment related to the KBC Facilities

due to the reduction of outstanding principal. Phase 2 DC's non-recourse interest expense is expected to continue to decrease as it did during the fiscal year as we continue to repay the KBC Facilities from free cash flow and benefit from the resulting reduced debt balance.

Non-cash interest expense was approximately $0.2 million for the three months ended December 31, 2014 and 2013.

Change in fair value of interest rate derivatives

The change in fair value of the interest rate derivatives was a loss of approximately $0.1 million and a gain of less than $0.1 million for the three months ended December 31, 2014 and 2013 , respectively.

Discontinued operations

Discontinued operations, which represents the results of Software, incurred losses of $0.3 million and $7.7 million for the three months ended December 31, 2014 and 2013 , respectively.

Adjusted EBITDA

Adjusted EBITDA is defined by the Company for the periods presented to be earnings before interest, taxes, depreciation and amortization, other income, net, stock-based compensation and expenses, restructuring, transition and acquisitions expense, net and certain other items.

The Company reported Adjusted EBITDA (including its Phase 1 DC and Phase 2 DC subsidiaries) of $15.7 million for the three months ended December 31, 2014 , a decrease of 11% in comparison to $17.7 million for the three months ended December 31, 2013 and a $2.5 million, or 26% , increase from the three months ended September 30, 2014. Adjusted EBITDA from non-deployment businesses was $3.7 million during the three months ended ended December 31, 2014 , decreasing $1.8 million from $5.6 million for the three months ended December 31, 2013 while increasing by $2.5 million from the three months ended September 30, 2014.

Adjusted EBITDA is not a measurement of financial performance under GAAP and may not be comparable to other similarly titled measures of other companies. The Company uses Adjusted EBITDA as a financial metric to measure the financial performance of the business because management believes it provides additional information with respect to the performance of its fundamental business activities. For this reason, the Company believes Adjusted EBITDA will also be useful to others, including its stockholders, as a valuable financial metric.

Management presents Adjusted EBITDA because it believes that Adjusted EBITDA is a useful supplement to net loss from continuing operations as an indicator of operating performance. Management also believes that Adjusted EBITDA is a financial measure that is useful both to management and investors when evaluating the Company's performance and comparing our performance with the performance of our competitors. Management also uses Adjusted EBITDA for planning purposes, as well as to evaluate the Company's performance because Adjusted EBITDA excludes certain non-recurring or non-cash items, such as stock-based compensation charges, that management believes are not indicative of the Company's ongoing operating performance.

The Company believes that Adjusted EBITDA is a performance measure and not a liquidity measure, and a reconciliation between net loss from continuing operations and Adjusted EBITDA is provided in the financial results. Adjusted EBITDA should not be considered as an alternative to income from operations or net loss from continuing operations as an indicator of performance or as an alternative to cash flows from operating activities as an indicator of cash flows, in each case as determined in accordance with GAAP, or as a measure of liquidity. In addition, Adjusted EBITDA does not take into account changes in certain assets and liabilities as well as interest and income taxes that can affect cash flows. Management does not intend the presentation of these non-GAAP measures to be considered in isolation or as a substitute for results prepared in accordance with GAAP. These non-GAAP measures should be read only in conjunction with the Company's consolidated financial statements prepared in accordance with GAAP.

Following is the reconciliation of the Company's consolidated Adjusted EBITDA to consolidated GAAP net loss from continuing operations:

	For the Three Months Ended December 31,	
($ in thousands)	**2014**	**2013**
Net loss from continuing operations	$ (1,933)	$ (2,693)
Add Back :		
Depreciation and amortization of property and equipment	9,400	9,444
Amortization of intangible assets	1,462	1,228
Interest expense, net	4,929	5,051
Other income, net	31	(23)
Change in fair value of interest rate derivatives	106	(38)
Stock-based compensation and expenses	447	621
Restructuring, transition and acquisitions expense, net	487	3,921
Professional fees pertaining to litigation and compliance	768	—
Allocated costs attributable to discontinued operations	—	206
Adjusted EBITDA	$ 15,697	$ 17,717
Adjustments related to the Phase I and Phase II Deployments :		
Depreciation and amortization of property and equipment	$ (9,018)	$ (9,018)
Amortization of intangible assets	(11)	(13)
Income from operations	(2,922)	(3,106)
Intersegment services fees earned	—	5
Adjusted EBITDA from non-deployment businesses	$ 3,746	$ 5,585

Results of Continuing Operations for the Nine Months Ended December 31, 2014 and 2013

Revenues

	For the Nine Months Ended December 31,			
($ in thousands)	**2014**	**2013**	**$ Change**	**% Change**
Phase I Deployment	$ 27,291	$ 27,737	$ (446)	(2)%
Phase II Deployment	9,287	9,331	(44)	— %
Services	8,962	9,798	(836)	(9)%
Content & Entertainment	32,314	25,798	6,516	25 %
	$ 77,854	$ 72,664	$ 5,190	7 %

Revenues increased $5.2 million or 7% during the nine months ended December 31, 2014 . Growth in CEG revenues, including additional net revenues from the GVE Acquisition which was not completely part of the prior comparable period's revenues, were partially offset by decreases in revenues from Services and Deployment.

Phase 1 and Phase 2 Deployment revenues decreased by 2% for the nine months ended December 31, 2014 as total VPFs were nearly consistent period over period. Although actual wide release titles were consistent year over year, three wide release titles were postposed to our fiscal fourth quarter due to the crowded holiday release schedule.

In the Services segment, a $0.8 million , or 9% , decrease in revenues was primarily due to the expected reduction of revenues as activation fee revenue recognized in the prior fiscal period of $0.9 million was not present during the current fiscal period as our Australian/New Zealand deployment has been completed.

The CEG business expanded by $6.5 million , or 25% , year over year, which is primarily attributed to increased net revenues resulting from the GVE Acquisition. Overall growth was limited due to certain missed sales and from higher than anticipated physical returns resulting from the conversion, as part of the GVE integration, to a new physical goods replication, distribution and fulfillment center partner. In addition, new movie co-production partnerships signed during the current fiscal year are expected to contribute to fiscal year ending March 31, 2016 results and, therefore, did not offset the expected and previously discussed termination of several non-profitable customer contracts during the current fiscal quarter as well as the sales pipeline and other financial issues inherited with the GVE acquisition. Finally, industry wide changes in consumer behavior, declining in-store purchasing of entertainment products and reduced retail shelf space within the industry further impacted physical sales of independent studio content.

Direct Operating Expenses

	For the Nine Months Ended December 31,			
($ in thousands)	**2014**	**2013**	**$ Change**	**% Change**
Phase I Deployment	$ 752	$ 566	$ 186	33 %
Phase II Deployment	379	446	(67)	(15)%
Services	56	301	(245)	(81)%
Content & Entertainment	19,738	18,245	1,493	8 %
	$ 20,925	$ 19,558	$ 1,367	7 %

Direct operating expenses increased by 7% as a result of (i) increased cost of good sold of $5.6 million largely driven by the addition of the GVE Acquisition (ii) approximately $2.1 million in impairment and additional amortization of advances based upon revised ultimates and (iii) higher than anticipated expenses resulting from the conversion, as part of the GVE integration, to a new physical goods replication, distribution and fulfillment center partner. These increases were partially offset by reduced upfront theatrical releasing, marketing and acquisitions costs of $3.5 million as CEG released five movies during the current fiscal period versus twelve releases in the prior fiscal period.

Selling, General and Administrative Expenses

($ in thousands)	For the Nine Months Ended December 31, 2014	2013	$ Change	% Change
Phase I Deployment	$ 297	$ 206	$ 91	44 %
Phase II Deployment	101	203	(102)	(50)%
Services	588	624	(36)	(6)%
Content & Entertainment	13,887	9,729	4,158	43 %
Corporate	9,202	7,981	1,221	15 %
	$ 24,075	$ 18,743	$ 5,332	28 %

The increase in selling, general and administrative expenses within Content & Entertainment reflects the full period impact of the GVE acquisition during the current period as compared to10 weeks during the prior year period, offsetting other expense synergies achieved. Additional expenses were incurred related to the expansion of our OTT business, including the expected launch of CONTV during the quarter ending March 31, 2015. The increase within Corporate is principally due to increased professional fees of $1.0 million pertaining to litigation with Gaiam and other costs related to Sarbanes-Oxley compliance and a financial systems conversion.

Restructuring, Transition and Acquisitions Expense, Net

Restructuring, transition and acquisitions expense, net principally attributed to the continued integration of GVE and ongoing alignment of resources to our content and entertainment business, were $2.3 million for the nine months ended December 31, 2014 . The comparable amount for the prior fiscal period is net of a $1.5 million reduction of a contingent liability related to a business combination.

Depreciation and Amortization Expense on Property and Equipment

($ in thousands)	For the Nine Months Ended December 31, 2014	2013	$ Change	% Change
Phase I Deployment	$ 21,412	$ 21,412	$ —	— %
Phase II Deployment	5,643	5,642	1	— %
Services	159	161	(2)	(1)%
Content & Entertainment	141	149	(8)	(5)%
Corporate	812	537	275	51 %
	$ 28,167	$ 27,901	$ 266	1 %

Depreciation and amortization expense remained nearly consistent with the prior fiscal period, increasing by $0.3 million or 1% .

Amortization of intangible assets

Amortization of intangible assets increased to $4.8 million for the period ended December 31, 2014 from $2.1 million , which is attributed to the finite-lived intangible assets added from the GVE Acquisition, the valuation of which were finalized during the three months ended March 31, 2014.

Interest expense, net

($ in thousands)	For the Nine Months Ended December 31, 2014	2013	$ Change	% Change
Phase I Deployment	$ 10,352	$ 11,522	$ (1,170)	(10)%
Phase II Deployment	1,183	1,518	(335)	(22)%
Corporate	3,422	1,467	1,955	133 %
	$ 14,957	$ 14,507	$ 450	3 %

Interest expense, net increased $0.5 million or 3% due to the increase in recourse debt in corporate offset by the continued repayment of non-recourse and recourse term loan and revolver debt as the Company reduced principal outstanding by $43.6 million during the nine months ended December 31, 2014 .

Corporate interest expense during the nine months ended December 31, 2014 includes recourse debt from the Cinedigm Term Loans and Cinedigm Revolving Loans and the 2013 Notes. Each of the Cinedigm Term Loans and the Cinedigm Revolving Loans bear interest at the base rate plus 3.0% or the eurodollar rate plus 4.0%. Base rate, per annum, is equal to the highest of (a) the rate quoted by the Wall Street Journal as the “base rate on corporate loans by at least 75% of the nation’s largest banks,” (b) 0.50% plus the federal funds rate, and (c) the eurodollar rate plus 1.0%. The 2013 Notes bear interest at 9.0%.

The 7% decrease in interest paid and accrued within the non-recourse Phase I Deployment segment is the result of the benefit from the resulting reduced debt balance. The 2013 Term Loans, which are repaid from free cash flow, are at a rate of LIBOR, plus 275 basis points with a 1.0% LIBOR floor, versus the prior credit agreement rate of LIBOR, plus 350 basis points with a 1.75% LIBOR floor. Interest decreased within the Phase II Deployment segment related to the KBC Facilities due to the reduction of outstanding principal. The 2013 Prospect Loan carries an interest rate of 13.5%, including a cash rate of LIBOR, plus 9.0% with a 2.0% LIBOR floor, and a PIK rate of 2.5%. Phase 2 DC’s non-recourse interest expense is expected to continue to decrease as it did during the fiscal year as we continue to repay the KBC Facilities from free cash flow and benefit from the resulting reduced debt balance. The decrease in interest paid and accrued within Corporate is related to the recourse note, which was paid off in February 2013.

Non-cash interest expense was approximately $0.5 million and $0.4 million for the nine months ended December 31, 2014 and 2013, respectively.

Change in fair value of interest rate derivatives

The change in fair value of the interest rate derivatives was a loss of approximately $0.3 million and a gain of $0.8 million for the nine months ended December 31, 2014 and 2013 , respectively. The interest swap associated with the 2013 Term Loans matured in June 2013.

Discontinued operations

Discontinued operations, which represents the results of Software, incurred losses of $2.9 million and $9.0 million for the nine months ended December 31, 2014 and 2013 , respectively. Included within the nine months ended December 31, 2014 was a loss on the sale of Software of $3.0 million .

Adjusted EBITDA

Adjusted EBITDA is defined by the Company for the periods presented to be earnings before interest, taxes, depreciation and amortization, other income, net, stock-based compensation and expenses, merger and acquisition costs, restructuring, transition and acquisitions expense, net and certain other items.

The Company reported Adjusted EBITDA (including its Phase 1 DC and Phase 2 DC subsidiaries) of $35.5 million for the nine months ended December 31, 2014 , a decrease of 4% in comparison to $37.1 million for the nine months ended December 31, 2013. Adjusted EBITDA from non-deployment businesses was $0.3 million during the nine months ended December 31, 2014 , decreasing from $1.7 million , or 81% , for the nine months ended December 31, 2013. As previously discussed, the decline within non-deployment was attributed to missed sales and higher than anticipated physical returns incurred as a result of a transition to a new physical goods replication, distribution and fulfillment center partner, changes in consumer behavior, along with declining in-store purchasing of entertainment products and shelf space for physical product within the industry. Finally, new movie co-production partnerships signed during the current fiscal year are expected to contribute to fiscal year ending March 31, 2016 results and, therefore, did not offset the expected and previously discussed termination of several non-profitable customer contracts during the current fiscal quarter as well as the sales pipeline and other financial issues inherited with the GVE acquisition.

Adjusted EBITDA is not a measurement of financial performance under GAAP and may not be comparable to other similarly titled measures of other companies. The Company uses Adjusted EBITDA as a financial metric to measure the financial performance of the business because management believes it provides additional information with respect to the performance of its fundamental business activities. For this reason, the Company believes Adjusted EBITDA will also be useful to others, including its stockholders, as a valuable financial metric.

Management presents Adjusted EBITDA because it believes that Adjusted EBITDA is a useful supplement to net loss from continuing operations as an indicator of operating performance. Management also believes that Adjusted EBITDA is a financial measure that is useful both to management and investors when evaluating the Company's performance and comparing our performance with the performance of our competitors. Management also uses Adjusted EBITDA for planning purposes, as well

as to evaluate the Company's performance because Adjusted EBITDA excludes certain non-recurring or non-cash items, such as stock-based compensation charges , that management believes are not indicative of the Company's ongoing operating performance.

The Company believes that Adjusted EBITDA is a performance measure and not a liquidity measure, and a reconciliation between net loss from continuing operations and Adjusted EBITDA is provided in the financial results. Adjusted EBITDA should not be considered as an alternative to income from operations or net loss from continuing operations as an indicator of performance or as an alternative to cash flows from operating activities as an indicator of cash flows, in each case as determined in accordance with GAAP, or as a measure of liquidity. In addition, Adjusted EBITDA does not take into account changes in certain assets and liabilities as well as interest and income taxes that can affect cash flows. Management does not intend the presentation of these non-GAAP measures to be considered in isolation or as a substitute for results prepared in accordance with GAAP. These non-GAAP measures should be read only in conjunction with the Company's consolidated financial statements prepared in accordance with GAAP.

Following is the reconciliation of the Company's consolidated Adjusted EBITDA to consolidated GAAP net loss from continuing operations:

	For the Nine Months Ended December 31,	
($ in thousands)	**2014**	**2013**
Net loss from continuing operations	$ (17,337)	$ (13,495)
Add Back :		
Depreciation and amortization of property and equipment	28,167	27,901
Amortization of intangible assets	4,811	2,055
Interest expense, net	14,957	14,507
Loss on investment in non-consolidated entity	—	1,812
Other income, net	(69)	(269)
Change in fair value of interest rate derivatives	281	(796)
Stock-based compensation and expenses	1,472	1,803
Restructuring, transition and acquisitions expense, net	2,250	2,421
Professional fees pertaining to litigation and compliance	1,009	—
Allocated costs attributable to discontinued operations	—	1,208
Adjusted EBITDA	$ 35,541	$ 37,147
Adjustments related to the Phase I and Phase II Deployments :		
Depreciation and amortization of property and equipment	$ (27,055)	$ (27,054)
Amortization of intangible assets	(34)	(39)
Income from operations	(8,126)	(8,351)
Intersegment services fees earned	—	16
Adjusted EBITDA from non-deployment businesses	$ 326	$ 1,719

Critical Accounting Policies

The following is a discussion of our critical accounting policies.

PROPERTY AND EQUIPMENT

Property and equipment are stated at cost, less accumulated depreciation and amortization. Depreciation expense is recorded using the straight-line method over the estimated useful lives of the respective assets as follows:

Computer equipment and software	3-5 years
Digital cinema projection systems	10 years
Machinery and equipment	3-10 years
Furniture and fixtures	3-6 years

Leasehold improvements are being amortized over the shorter of the lease term or the estimated useful life of the improvement. Maintenance and repair costs are charged to expense as incurred. Major renewals, improvements and additions are capitalized.

Useful lives are determined based on an estimate of either physical or economic obsolescence, or both. During the three months ended December 31, 2014 and 2013 , the Company has neither made any revisions to estimated useful lives, nor recorded any impairment charges from continuing operations on its property and equipment.

GOODWILL

Goodwill is the excess of the purchase price paid over the fair value of the net assets of an acquired business. The Company's process of evaluating goodwill for impairment involves the determination of fair value of its CEG goodwill reporting unit over its carrying value. The Company conducts its annual goodwill impairment analysis during the fourth quarter of each fiscal year, measured as of March 31, unless triggering events occur which require goodwill to be tested at another date.

DEFINITE-LIVED INTANGIBLE ASSETS

As of December 31, 2014 , the Company's finite-lived intangible assets consisted of customer relationships, supplier agreements, content libraries, theatre relationships, covenants not to compete, a favorable operating lease, trade names and trademarks. During the three and nine months ended December 31, 2014 and 2013 , no impairment charge for finite-lived intangible assets was recorded within continuing operations.

REVENUE RECOGNITION

Phase I Deployment and Phase II Deployment

VPFs are earned, net of administrative fees, pursuant to contracts with movie studios and distributors, whereby amounts are payable by a studio to Phase 1 DC, CDF I and to Phase 2 DC when movies distributed by the studio are displayed on screens utilizing the Company's Systems installed in movie theatres. VPFs are earned and payable to Phase 1 DC and CDF I based on a defined fee schedule with a reduced VPF rate year over year until the sixth year (calendar 2011) at which point the VPF rate remains unchanged through the tenth year. One VPF is payable for every digital title displayed per System. The amount of VPF revenue is dependent on the number of movie titles released and displayed using the Systems in any given accounting period. VPF revenue is recognized in the period in which the digital title first plays on a System for general audience viewing in a digitally-equipped movie theatre, as Phase 1 DC's, CDF I's and Phase 2 DC's performance obligations have been substantially met at that time.

Phase 2 DC's agreements with distributors require the payment of VPFs, according to a defined fee schedule, for ten years from the date each system is installed; however, Phase 2 DC may no longer collect VPFs once "cost recoupment," as defined in the contracts with movie studios and distributors, is achieved. Cost recoupment will occur once the cumulative VPFs and other cash receipts collected by Phase 2 DC have equaled the total of all cash outflows, including the purchase price of all Systems, all financing costs, all "overhead and ongoing costs", as defined, and including the Company's service fees, subject to maximum agreed upon amounts during the three-year rollout period and thereafter. Further, if cost recoupment occurs before the end of the eighth contract year, a one-time "cost recoupment bonus" is payable by the studios to the Company. Any other cash flows, net of expenses, received by Phase 2 DC following the achievement of cost recoupment are required to be returned to the distributors on a pro-rata basis. At this time, the Company cannot estimate the timing or probability of the achievement of cost recoupment.

Alternative content fees ("ACFs") are earned pursuant to contracts with movie exhibitors, whereby amounts are payable to Phase 1 DC, CDF I and to Phase 2 DC, generally either a fixed amount or as a percentage of the applicable box office revenue derived from the exhibitor's showing of content other than feature movies, such as concerts and sporting events (typically referred to as "alternative content"). ACF revenue is recognized in the period in which the alternative content first opens for audience viewing.

Revenues are deferred for up front exhibitor contributions and are recognized over the cost recoupment period, which is expected to be ten years.

Services

Exhibitors who purchased and own Systems using their own financing in the Phase II Deployment, paid an upfront activation fee that is generally $2 thousand per screen to the Company (the "Exhibitor-Buyer Structure"). These upfront activation fees are recognized in the period in which these exhibitor-owned Systems are ready for content, as the Company has no further obligations to the customer, and are generally paid quarterly from VPF revenues over approximately one year. Additionally, the Company recognizes activation fee revenue of between $1 thousand and $2 thousand on Phase 2 DC Systems and for Systems installed by Holdings upon installation and such fees are generally collected upfront upon installation. The Company will then manage the billing and collection of VPFs and will remit all VPFs collected to the exhibitors, less an administrative fee that will approximate up to 10% of the VPFs collected.

The administrative fee related to the Phase I Deployment approximates 5% of the VPFs collected and an incentive service fee equal to 2.5% of the VPFs earned by Phase 1 DC. This administrative fee is recognized in the period in which the billing of VPFs occurs, as performance obligations have been substantially met at that time.

Content & Entertainment

CEG earns fees for the distribution of content in the home entertainment markets via several distribution channels, including digital, video-on-demand, and physical goods (e.g. DVD and Blu-ray). The fee rate earned by the Company varies depending upon the nature of the agreements with the platform and content providers. Generally, revenues are recognized at the availability date of the content for a subscription digital platform, at the time of shipment for physical goods, or point-of-sale for transactional and video-on-demand services. Reserves for sales returns and other allowances are provided based upon past experience. If actual future returns and allowances differ from past experience, adjustments to our allowances may be required. Sales returns and allowances are reported net in accounts receivable and as a reduction of revenues.

CEG also has contracts for the theatrical distribution of third party feature movies and alternative content. CEG's distribution fee revenue and CEG's participation in box office receipts is recognized at the time a feature movie and alternative content is viewed. CEG has the right to receive or bill a portion of the theatrical distribution fee in advance of the exhibition date, and therefore such amount is recorded as a receivable at the time of execution, and all related distribution revenue is deferred until the third party feature movies' or alternative content's theatrical release date.

Revenue is deferred in cases where a portion or the entire contract amount cannot be recognized as revenue due to non-delivery of services. Such amounts are classified as deferred revenue and are recognized as earned revenue in accordance with the Company's revenue recognition policies described above.

In connection with revenue recognition for CEG, the following are also considered critical accounting policies:

Advances

Advances, which are recorded within prepaid and other current assets on the consolidated balance sheets, represent amounts prepaid to studios or content producers for which the Company provides content distribution services and such advances are estimated to be fully recoupable as of the consolidated balance sheet date.

Participations payable

The Company records liabilities within accounts payable and accrued expenses on the consolidated balance sheet, that represent amounts owed to studios or content producers for which the Company provides content distribution services under licensing arrangements. The Company identifies and records as a reduction to the liability any expenses that are to be reimbursed to the Company by such studios or content producers. At December 31, 2014 and March 31, 2014, participants payable were $51,118 and $26,577 , respectively.

Movie Cost Amortization

Once a movie is released, capitalized acquisition costs are amortized and participations and residual costs are accrued on an individual title basis in the proportion to the revenue recognized during the period for each title ("Period Revenue") bears to the estimated remaining total revenue to be recognized from all sources for each title ("Ultimate Revenue"). The amount of movie and other costs that is amortized each period will depend on the ratio of Period Revenue to Ultimate Revenue for each movie. The Company makes certain estimates and judgments of Ultimate Revenue to be recognized for each title. Ultimate Revenue does not include estimates of revenue that will be earned beyond 5 years of a movie's initial theatrical release date. Movie cost amortization is a component of direct operating costs within the consolidated statements of operations.

Estimates of Ultimate Revenue and anticipated participation and residual costs are reviewed periodically in the ordinary course of business and are revised if necessary. A change in any given period to the Ultimate Revenue for an individual title will result in an increase or decrease in the percentage of amortization of capitalized movie and other costs and accrued participation and residual costs relative to a previous period. Depending on the performance of a title, significant changes to the future Ultimate Revenue may occur, which could result in significant changes to the amortization of the capitalized acquisition costs.

Recent Accounting Pronouncements

In April 2014, the Financial Accounting Standards Board ("FASB") issued an accounting standards update which modifies the requirements for disposals to qualify as discontinued operations and expands related disclosure requirements. The update will be effective for the Company during the fiscal year ending March 31, 2015. The adoption of the update may impact whether future disposals qualify as discontinued operations and therefore could impact the Company's financial statement presentation and disclosures.

In May 2014, the FASB issued new accounting guidance on revenue recognition. The new standard provides for a single five-step model to be applied to all revenue contracts with customers as well as requires additional financial statement disclosures that will enable users to understand the nature, amount, timing and uncertainty of revenue and cash flows relating to customer contracts. Companies have an option to use either a retrospective approach or cumulative effect adjustment approach to implement the standard. The guidance will be effective for the Company during the fiscal year ending March 31, 2018. The Company intends to evaluate the impact of the adoption of this accounting standard update on its financial statements.

In June 2014, the FASB issued an accounting standards update which provides additional guidance on how to account for share-based payments where the terms of an award may provide that the performance target could be achieved after an employee completes the requisite service period. The amendments require that a performance target that affects vesting and that could be achieved after the requisite period is treated as a performance condition. The guidance will be effective for the Company during the fiscal year ending March 31, 2017. The Company intends to evaluate the impact of the adoption of this accounting standard update on its consolidated financial statements, and may be applied (a) prospectively to all awards granted or modified after the effective date or (b) retrospectively to all awards with performance targets that are outstanding as of the beginning of the earliest annual period presented in the financial statements and to all new or modified awards thereafter. Earlier adoption is permitted. The adoption of this standard is not expected to have a material impact on the Company's financial statements.

In August 2014, the FASB amended accounting guidance pertaining to going concern considerations by company management. The amendments in this update state that in connection with preparing financial statements for each annual and interim reporting period, an entity's management should evaluate whether there are conditions or events that raise substantial doubt about the entity's ability to continue as a going concern within one year after the date that the financial statements are issued (or within one year after the date that the financial statements are available to be issued, when applicable). The guidance will be effective for the Company during the fiscal year ending March 31, 2018. Early application is permitted. The adoption of this standard is not expected to have a material impact on the Company's financial statements.

Liquidity and Capital Resources

We have incurred net losses each year since we commenced our operations. Since our inception, we have financed our operations substantially through the private placement of shares of our common and preferred stock, the issuance of promissory notes, our initial public offering and subsequent private and public offerings, notes payable and common stock used to fund various acquisitions.

Our business is primarily driven by the growth in global demand for entertainment content in all forms, and in particular, the shifting consumer demand for content in digital forms within home and mobile devices as well as the maturing digital cinema marketplace. Primary revenue drivers will be the increasing number of digitally equipped devices/screens and the demand for entertainment content in theatrical, home and mobile ancillary markets. According to the Motion Picture Association of America,

during 2013 there were approximately 43,000 domestic (United States and Canada) movie theatre screens and approximately 135,000 screens worldwide, of which approximately 40,000 of the domestic screens were equipped with digital cinema technology, and 12,639 of those screens contained our Systems. Historically, the number of digitally-equipped screens in the marketplace has been a significant determinant of our potential revenue streams. Going forward, the expansion of our content business into the ancillary distribution markets as well into the acquisition and distribution of new movie releases expands our market opportunities and will be the primary driver of our revenue streams as the rapidly evolving digital and entertainment landscape creates significant new growth potential for the Company.

Beginning in May 2010, Phase 2 B/AIX, an indirect wholly-owned subsidiary of the Company, entered into additional credit facilities, the KBC Facilities, to fund the purchase of Systems from Barco, to be installed in movie theatres as part of the Company's Phase II Deployment. As of December 31, 2014 , the outstanding principal balance of the KBC Facilities was $28.9 million .

In February 2013, the Company refinanced its existing non-recourse senior 2010 Term Loan and recourse 2010 Note with a $125.0 million senior non-recourse credit facility led by Société Générale, New York Branch and a $70.0 million non-recourse credit facility provided by Prospect Capital Corporation. These two non-recourse credit facilities are supported by the cash flows of the Phase 1 deployment and the Company's digital cinema servicing business. As of December 31, 2014 , the outstanding principal balance of these non-recourse credit facilities was $138.9 million .

In October 2013, the Company entered the Cinedigm Credit Agreement pursuant to which the Company borrowed term loans of $25.0 million and revolving loans of up to $30.0 million, of which all of the term loans and $15.0 million of the revolving loans were drawn upon in connection with the GVE Acquisition. The Cinedigm Credit Agreement, which further enhances the Company's working capital needs and ability to further invest in entertainment content, is primarily supported by the cash flows of the Company's media library, acquired in connection with the GVE Acquisition. Additionally, the Company entered into an agreement providing $5.0 million of financing. As of December 31, 2014 , the outstanding principal balance of these recourse credit facilities was $43.6 million .

On February 10, 2015, the Company agreed to certain changes in the Cinedigm Credit Agreement. Among other things, the Cinedigm Credit Agreement has been amended to relax certain requirements that determine the maximum amount of revolving loans that may be borrowed at any one time and to change the interest rate margins on outstanding loans. Under these changes, the Cinedigm Term Loans bear interest at the base rate plus 5.0% through May 15, 2015 and 3.0% thereafter or the eurodollar rate plus 6.0% until May 15, 2015 and 4.0% thereafter, and the Cinedigm Revolving Loans bear interest at the base rate plus 4.0% or the eurodollar rate plus 5.0% . The interest rate margins may be reduced if Cinedigm voluntarily prepays Term Loans in an aggregate amount of at least $10,000 . Base rate, per annum, is equal to the highest of (a) the rate quoted by the Wall Street Journal as the "base rate on corporate loans by at least 75% of the nation's largest banks," (b) 0.50% plus the federal funds rate, and (c) the eurodollar rate plus 1.0% .

During the nine months ended December 31, 2014 , the Company increased its borrowings under the Cinedigm Revolving Loans by $11.2 million for working capital purposes and made principal payments of $7.3 million .

As of December 31, 2014 , we had negative working capital, defined as current assets less current liabilities, of $28.3 million and cash and cash equivalents and restricted cash totaling $36.3 million .

Operating activities provided net cash of $11.5 million and $23.6 million for the nine months ended December 31, 2014 and 2013 , respectively. Cash flows from VPFs are expected to remain consistent with the current fiscal year and support non-recourse debt paydown. Generally, changes in accounts receivable from our studio customers and others are a large component of operating cash flow and will vary based on the seasonality of movie release schedules by the major studios. The CEG business differs from our deployment business as we build receivables, the amount of cash flows and timing which will depend upon the success of the theatrical and home entertainment releases. The Company has put in place an up to $30.0 million revolver to support these working capital fluctuations. In addition, the Company makes advances towards theatrical releases, and expects to recover the initial expenditures within nine to twelve months, and advances to certain home entertainment distribution clients which it expects to recover within the same period. CEG also generates additional operating cash flows during the Company's fiscal third and fourth quarter resulting from holiday revenues and distributes royalties from such revenues in the subsequent one to two fiscal quarters.

Investing activities provided net cash of $0.9 million and used net cash of $50.2 million for the nine months ended December 31, 2014 and 2013 , respectively. The sale of Software was partially offset by capital expenditures for the nine months ended December 31, 2014 , which included approximately $0.9 million related to Software, prior to its sale.

Financing activities used net cash of $33.0 million and provided net cash of $32.0 million for the nine months ended December 31, 2014 and 2013 , respectively. The increase reflects normal principal reduction of other notes payables during the three months

ended December 31, 2014 as well as the seasonally expected reduction in outstanding revolver balance. Additionally, as previously discussed, the Company increased its borrowings under the Cinedigm Revolving Loans by $11.2 million for working capital purposes. Financing activities are expected to continue using the net cash generated from the Phase 1 and Phase 2 DC operations as well as a portion of the cash generated from CEG, primarily for principal repayments on the 2013 Term Loans, 2013 Prospect Loan, the Cinedigm Credit Facility and other existing debt facilities.

We have contractual obligations that include long-term debt consisting of notes payable, credit facilities, non-cancelable long-term capital lease obligations for the Pavilion Theatre, capital leases for information technology equipment and other various computer related equipment, non-cancelable operating leases consisting of real estate leases, and minimum guaranteed obligations under theatre advertising agreements with exhibitors for displaying cinema advertising. The capital lease obligation of the Pavilion Theatre is paid by an unrelated third party, although Cinedigm remains the primary lessee and would be obligated to pay if the unrelated third party were to default on its rental payment obligations.

The following table summarizes our significant contractual obligations as of December 31, 2014 :

	Payments Due				
Contractual Obligations ($ in thousands)	**Total**	**2015**	**2016 & 2017**	**2018 & 2019**	**Thereafter**
Long-term recourse debt [1]	$ 43,611	$ 23,794	$ 14,817	$ 5,000	$ —
Long-term non-recourse debt [2]	180,471	33,157	55,471	11,245	80,598
Capital lease obligations [3]	5,614	628	1,387	1,225	2,374
Debt-related obligations, principal	$ 229,696	$ 57,579	$ 71,675	$ 17,470	$ 82,972
Interest on recourse debt [1]	$ 3,496	$ 1,343	$ 1,539	$ 614	$ —
Interest on non-recourse debt [2]	58,565	11,124	19,258	17,140	11,043
Interest on capital leases [3]	3,935	779	1,312	844	1,000
Total interest	$ 65,996	$ 13,246	$ 22,109	$ 18,598	$ 12,043
Total debt-related obligations	$ 295,692	$ 70,825	$ 93,784	$ 36,068	$ 95,015
Total non-recourse debt including interest	$ 239,036	$ 44,281	$ 74,729	$ 28,385	$ 91,641
Operating lease obligations [4]	$ 9,441	$ 1,941	$ 2,723	$ 2,509	$ 2,268

(1) Recourse debt includes the Cinedigm Credit Agreement and the 2013 Notes.

(2) Non-recourse debt is generally defined as debt whereby the lenders' sole recourse with respect to defaults by the borrower is limited to the value of the asset, which is collateral for the debt. The 2013 Term Loans are not guaranteed by the Company or its other subsidiaries, other than Phase 1 DC and CDF I, the 2013 Prospect Loan is not guaranteed by the Company or its other subsidiaries, other than Phase 1 DC and DC Holdings LLC, and the KBC Facilities are not guaranteed by the Company or its other subsidiaries, other than Phase 2 DC.

(3) Represents the capital lease and capital lease interest for the Pavilion Theatre and capital leases on information technology equipment. The Company has remained the primary obligor on the Pavilion capital lease, and therefore, the capital lease obligation and related assets under the capital lease remain on the Company's consolidated financial statements as of December 31, 2014 . The Company has, however, entered into a sub-lease agreement with the unrelated third party purchaser which pays the capital lease and as such, has no continuing involvement in the operation of the Pavilion Theatre. This capital lease was previously included in discontinued operations.

(4) Includes the remaining operating lease agreement for one IDC lease now operated and paid for by FiberMedia, consisting of unrelated third parties. FiberMedia currently pays the lease directly to the landlord and the Company continues to attempt to obtain landlord consent to assign the facility lease to FiberMedia. Until such landlord consent is obtained, the Company will remain as the lessee.

We may continue to generate net losses for the foreseeable future primarily due to depreciation and amortization, interest on the 2013 Term Loans, 2013 Prospect Loan and Cinedigm Credit Agreement, marketing and promotional activities, content acquisition and marketing costs and the development of our digital OTT channels. Certain of these costs, including costs of content acquisition, marketing and promotional activities and digital channels, could be reduced if necessary. The restrictions imposed by the 2013 Term Loans and 2013 Prospect Loan may limit our ability to obtain financing, make it more difficult to satisfy our debt obligations or require us to dedicate a substantial portion of our cash flow to payments on our existing debt obligations. The 2013 Prospect Loan requires certain screen turn performance from Phase 1 DC and Phase 2 DC. While such restrictions may reduce the availability of our cash flow to fund working capital, capital expenditures and other corporate requirements, we do not have similar restrictions imposed upon our CEG business. We may seek to raise additional capital for strategic acquisitions or working capital as necessary.

Failure to generate additional revenues, raise additional capital or manage discretionary spending could have an adverse effect on our financial position, results of operations or liquidity.

Seasonality

Revenues from our Phase I Deployment and Phase II Deployment segments derived from the collection of VPFs from motion picture studios are seasonal, coinciding with the timing of releases of movies by the motion picture studios. Generally, motion picture studios release the most marketable movies during the summer and the winter holiday season. The unexpected emergence of a hit movie during other periods can alter the traditional trend. The timing of movie releases can have a significant effect on our results of operations, and the results of one quarter are not necessarily indicative of results for the next quarter or any other quarter. While CEG benefits from the winter holiday season, we believe the seasonality of motion picture exhibition, however, is becoming less pronounced as the motion picture studios are releasing movies somewhat more evenly throughout the year.

Off-balance sheet arrangements

We are not a party to any off-balance sheet arrangements, other than operating leases in the ordinary course of business, which are disclosed above in the table of our significant contractual obligations, and Holdings. In addition, as discussed further in Note 2 to the Condensed Consolidated Financial Statements, the Company holds a 100% equity interest in Holdings, which is an unconsolidated variable interest entity ("VIE"), which wholly owns Cinedigm Digital Funding 2, LLC; however, the Company is not the primary beneficiary of the VIE.

Impact of Inflation

The impact of inflation on our operations has not been significant to date. However, there can be no assurance that a high rate of inflation in the future would not have an adverse impact on our operating results.

Item 4. CONTROLS AND PROCEDURES

Our management, with the participation of our principal executive officer and principal financial officer, has evaluated the effectiveness of the Company's disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this report.
Based on such evaluation, our principal executive officer and principal financial officer have concluded that, as of the end of such period, the Company's disclosure controls and procedures are effective in recording, processing, summarizing and reporting, on a timely basis, information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act and are effective in ensuring that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the Company's management, including the Company's principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting
We are required to disclose certain changes in internal control over financial reporting. Although we have made various enhancements to our controls, there have been no changes in our internal control over financial reporting during the last fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Gaiam Dispute

In August 2014, the Company initiated mediation with Gaiam with respect to certain claims resulting from the GVE Acquisition in accordance with the requirements of the Membership Interest Purchase Agreement (the "MIPA"). On January 13 and 16, 2015, the Company and Gaiam participated in a two-day mediation to determine whether the parties' disputes could be resolved informally without arbitration. The mediation was not successful, and, therefore, the Company is pursuing its claims against Gaiam through arbitration.

The Company believes that (i) Gaiam materially breached its representations and warranties under the MIPA, including a representation that the financial statements provided to Cinedigm were consistent with Generally Accepted Accounting Principles ("GAAP"); (ii) Gaiam engaged in fraud and tortious acts in connection with the sale; (iii) the amount of working capital in the business unit was substantially below the working capital target identified in the MIPA and is subject to a working capital adjustment;

(iv) Gaiam breached the Transition Services Agreement, resulting in additional costs to the Company and potential losses associated with the non-collection of Company accounts receivable; and (v) Gaiam breached the terms of other agreements related to the transfer of cash from collected accounts receivable, including mishandling post-closing collections. Among other things, the Company has determined that significant sections of the financial statements that Gaiam provided to the Company both before and after the GVE Acquisition were not consistent with GAAP, despite Gaiam's contractual obligations to ensure GAAP compliance, and that Gaiam's financial statements did not fairly present the financial position and results of GVE as of the date of the transaction. The Company's investigation of these issues is continuing.

The Company has demanded that Gaiam agree to participate in an expedited arbitration before a nationally recognized accounting firm to determine the value of the working capital in accordance with the relevant procedures set forth in the MIPA ("the Working Capital Arbitration"). The Company also has demanded that Gaiam agree simultaneously to participate in a separate arbitration before the American Arbitration Association ("the AAA Arbitration") to resolve the parties' non-working capital disputes. Gaiam has asserted that the AAA Arbitration should occur prior to the Working Capital Arbitration and has refused to proceed with the Working Capital Arbitration until after the AAA Arbitration has been completed. Cinedigm is in the process of taking appropriate steps to seek to compel Gaiam to participate in the Working Capital Arbitration without delay.

The relief requested by Cinedigm exceeds $30.0 million and includes unspecified compensatory damages, attorneys' fees, costs and interest, and all other appropriate relief including punitive damages. Gaiam has disputed the Company's allegations and asserted its own claims against Cinedigm, including seeking working capital reimbursement from the Company of over $6.0 million .

The Company believes that the claims that it has asserted against Gaiam in the Working Capital Arbitration and the AAA Arbitration have merit, and Cinedigm intends to pursue its claims vigorously. Conversely, the Company believes that Gaiam's claims are without merit. At this early stage, there can be no assurance as to the likelihood of success on the merits.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS
None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES
None.

ITEM 4. MINE SAFETY DISCLOSURES
Not Applicable.

ITEM 5. OTHER INFORMATION
None.

ITEM 6. EXHIBITS
The exhibits are listed in the Exhibit Index on page 49 herein.

SIGNATURES

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.

CINEDIGM CORP.

Date:	February 12, 2015	By:	/s/ Christopher J. McGurk
			Christopher J. McGurk Chief Executive Officer and Chairman of the Board of Directors (Principal Executive Officer)
Date:	February 12, 2015	By:	/s/ Jeffrey S. Edell
			Jeffrey S. Edell Chief Financial Officer (Principal Financial Officer)

EXHIBIT INDEX

Exhibit Number		Description of Document
10.1	--	Employment Agreement between Cinedigm Corp. and William Sondheim dated as of December 4, 2014.
31.1	--	Officer's Certificate Pursuant to 15 U.S.C. Section 7241, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	--	Officer's Certificate Pursuant to 15 U.S.C. Section 7241, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	--	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	--	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	--	XBRL Instance Document.
101.SCH	--	XBRL Taxonomy Extension Schema.
101.CAL	--	XBRL Taxonomy Extension Calculation.
101.DEF	--	XBRL Taxonomy Extension Definition.
101.LAB	--	XBRL Taxonomy Extension Label.
101.PRE	--	XBRL Taxonomy Extension Presentation.

Exhibit 10.1

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into as of the 4th day of December, 2014, by and between Cinedigm Entertainment Corp., a Delaware corporation (the "Company"), and William Sondheim (the "Employee").

WITNESSETH:

WHEREAS , the Company desires to employ the Employee and the Employee desires to be employed as President of the Company and President of Cinedigm Home Entertainment, LLC pursuant to this Employment Agreement (the “Agreement”) upon the terms and conditions set forth below;

NOW, THEREFORE , in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Employment .** The Company agrees to employ the Employee, and the Employee agrees to be employed by the Company under the terms of this Agreement, for the period stated in Section 3 hereof and upon the other terms and conditions herein provided.

2. **Position and Responsibilities .** The Employee shall serve as President of the Company and President of Cinedigm Home Entertainment, LLC. The Employee shall be responsible for such duties as are commensurate with his office and shall report to the Chief Operating Officer of Cinedigm Corp. (the “Parent”), who shall have the power to expand the Employee’s duties, responsibilities and authority and, when considered necessary, or in the best interest of the Company and its affiliates, to override the Employee’s decisions and actions. Except as otherwise provided herein, the Employee will devote his substantial full business time throughout the Term to the services required of him hereunder. The Employee will render his business services to the Company and its affiliates during the Term and will use his best efforts, judgment and energy to improve and advance the operations, programs, services and interests of the Company and its affiliates in a manner consistent with the duties of his position. Notwithstanding the foregoing, as long as it does not materially interfere with the Employee’s employment hereunder, the Employee may participate in educational, welfare, social, religious and civic organizations.

3. **Term .** Except as otherwise provided for herein, the term of this Agreement shall be from October 1, 2014 (the “Effective Date”) through September 30, 2016 (the “Term”). Upon the expiration of the Term, this Agreement, except for the provisions that survive pursuant to this Section 3 and Section 8, will have no further force or effect. In the event the Employee remains employed by the Company after the Term expires and the parties have not executed a successor written agreement, the Employee’s employment will be at-will; provided, however, that the Employee, for the duration of his at-will employment, will remain entitled to the severance benefit described, and in accordance with the terms set forth, in Section 6(b) of this Agreement.

4. **Compensation, Reimbursement of Expenses .**

(a) **Salary .** For all services rendered by the Employee in any capacity during his employment under this Agreement, including, without limitation, service as an executive, officer, director, manager or member of any committee of the Company or of any subsidiary, affiliate, or division thereof, the Company shall pay the Employee, in accordance with the Company’s normal payroll practices, a salary

("Base Salary") at the rate of $412,000 per year during the Term, subject to annual reviews and increases for subsequent years in the sole discretion of the Compensation Committee of the board of directors of the Parent (the "Committee").

(b) **Bonus** . The Employee shall be eligible to participate in the Parent's Management Annual Incentive Plan or any amended or successor plan thereto ("MAIP"). For each of the fiscal years ending March 31, 2015 and March 31, 2016, the target bonus shall be thirty-five percent (35%) of his Base Salary (i.e., a pro rata portion of $ 144,200 for the fiscal year ending March 31, 2015) (the "Target Bonus"). The Employee's bonuses shall be based on Parent or Company performance with goals to be established annually by the Committee and shall be subject to adjustment at the sole discretion of the Committee. Bonuses shall be paid at the same time bonuses are paid to other executives of the Parent or the Company, which payment shall be made during the calendar year that includes the close of such fiscal year, but no later than August 31 st following the fiscal year for which the bonus is earned, and shall be subject to the terms of the MAIP.

(c) **Reimbursement of Expenses** . In accordance with Parent policies then in effect, the Company shall pay directly, or reimburse the Employee for, reasonable travel, entertainment and other business related expenses incurred by the Employee in the performance of his duties under this Agreement.

5. **Participation in Benefit Plans** . Employee will be eligible to participate in all benefit plans and programs that the Company provides to employees of the Company, most of which, such as the medical plan, are employee contributory arrangements, all in accordance with the terms and conditions of such benefit plans and programs as may be modified by the Company or its affiliates, as applicable, in their sole discretion or as required by law from time to time.

6. **Termination** .

(a) The Company shall have the right to terminate this Agreement and the Employee's employment prior to the expiration of the Term for Cause (as defined below). The Employee has the right to resign and terminate this Agreement at any time without Good Reason (as defined below) upon thirty (30) days' written notice, which notice period may be waived at the discretion of the Company. The Company shall have no obligations to the Employee for any period subsequent to the effective date of any termination of this Agreement pursuant to this Section 6(a), except for the payment of salary and benefits earned prior to such termination.

(b) The Company shall also have the right to terminate this Agreement and the Employee's employment prior to the expiration of the Term other than for Cause upon thirty (30) days' notice and the Employee has the right to resign and terminate this Agreement at any time for Good Reason (each such termination shall not include a termination of employee's employment with the Company due to the Employee's death or Disability (as defined below)). In the event that, prior to the expiration of the Term, the Company terminates this Agreement and the Employee's employment for reason(s) other than Cause hereof (and other than due to the Employee's death or Disability) or if the Employee resigns for Good Reason, the Employee shall be entitled to receive salary and benefits earned prior to such termination plus the amount of his Base Salary that would have been paid for the longer of (i) the remainder of the Term and (ii) the twelve month period following termination of employment had the Employee remained employed with the Company (collectively referred to herein as "Severance"). Subject to Sections 6(f) and 12 (d)(iii) below, the Severance shall be paid in equal monthly installments, as of the first day of each month following the date of termination; provided that the first of such payments shall be made in the month following sixty (60) days after such termination; provided further that the first of such payments would include any amounts that would have been payable absent the 60-day delay in commencement date, and such payments shall continue for

the duration of the Term or such twelve-month period, as applicable (which payment period is referred to herein as the "Severance Period"). The Company shall be entitled to reduce the amounts paid under this Section 6(b) by the amounts paid to the Employee during the Severance Period by any other entity.

(c) If, prior to the expiration of the Term, the Company terminates this Agreement and the Employee's employment for any reason other than for Cause (and other than due to the Employee's death or Disability), or if the Employee resigns for Good Reason, in each event within two years after a Change in Control (as defined in the Parent's Second Amended and Restated 2000 Equity Incentive Plan, in lieu of the amount payable under Section 6(b), the Employee will receive a lump sum payment equal to the sum of his then Base Salary and Target Bonus amount multiplied by two; provided however that such payment shall be limited to an amount which would not, when considered with other compensation payable to the Employee in connection with a Change in Control, result in an "excess parachute payment" as that term is defined in Internal Revenue Code section 280G, as determined in the sole good faith discretion of the Parent. Subject to Section 6(f) below, payment of the amount due under this Section 6 (c) shall be made as soon as practicable following the date on which the termination occurs, but in no event later than sixty (60) days following the date of such termination and the Employee will not have the right to designate the taxable year of the payment.

(d) For purposes of this Agreement, "Cause" means any of the following: (i) the Employee's conviction of, or plea of nolo contendere to, a felony or other crime involving moral turpitude, (ii) the Employee's material breach of a material provision of this Agreement that is not corrected within thirty (30) days following written notice of such breach sent by the Company to the Employee, (iii) the Employee's willful misconduct in the performance of his material duties under this Agreement, (iv) the Employee's performance of his material duties in a manner that is grossly negligent, and (v) the Employee's failure to attempt to fully comply with any lawful directive of the Chief Executive Officer or Chief Operating Officer of the Parent which is not corrected within thirty (30) days following written notice of such breach sent by the Company to the Employee. Whether or not "Cause" exists shall be determined solely by the Company in its reasonable, good faith discretion.

(e) For purposes of this Agreement, "Good Reason" means, without the Employee's written consent, (i) a material and substantially adverse reduction in title or job responsibilities compared with title or job responsibilities on the Effective Date; (ii) any requirement that the Employee relocate to a work location more than 50 miles from the city of New York, New York; or (iii) any material breach of the Agreement by the Company. Notwithstanding the foregoing, Good Reason will be deemed to exist only in the event that: (x) the Employee gives written notice to the Company of his claim of Good Reason and the specific grounds for his claim within ninety (90) days following the occurrence of the event upon which his claim rests, (y) the Company fails to cure such breach within thirty days (30) of receiving such notice ("Cure Period"), and (z) the Employee gives written notice to the Company to terminate his employment within fifteen (15) days following the Cure Period.

(f) Notwithstanding any other provision of this Agreement to the contrary, the Employee shall not be entitled to any payments under Section 6(b) or 6(c), and the Company shall not be obligated to make such payments, unless (i) the Employee materially complies with the restrictive covenants by which he is bound (whether pursuant to this Agreement or otherwise), including, but not limited to, any non-competition agreement, non-solicitation agreement, confidentiality agreement or invention assignment agreement signed by the Employee, and (ii) the Employee executes, delivers and does not revoke a commercially reasonable general release in form and substance acceptable to both the Company and Employee no later than sixty (60) days following the effective date of termination of employment. To the extent the Company makes any such payment to the Employee prior to the execution and delivery or a permissible revocation of the release described in clause (ii) and the Employee fails to execute or deliver the

release or otherwise revokes the release, then the Employee will be obligated to repay to the Company the full amount of any such payment under Section 6(b) or 6(c), as applicable, theretofore made to the Employee within ninety (90) days following the termination of the Employee's employment.

7. **Death or Disability .** Notwithstanding anything in Section 6 to the contrary, upon the death or Disability (as defined below) of the Employee prior to the end of the Term, this Agreement shall terminate and no further payments shall be made other than those provided for by law and the payment of Base Salary up to and including the termination date, bonus earned and approved by the Committee (pursuant to Section 4(b)), reimbursement of expenses incurred prior to such termination (pursuant to Section 4(c)), and benefits (pursuant to Section 5) accrued prior to the date of such death or Disability but not yet paid. For purposes of this Agreement, "Disability" shall mean any physical or mental incapacity that is documented by qualified medical experts and that results in the Employee's inability to perform his essential material duties and responsibilities for the Company, with reasonable accommodation, for a period of ninety (90) days in any consecutive twelve (12) month period, all as determined in the good faith judgment of the Board.

8. **Restrictive Covenants .** The Employee hereby covenants, agrees and acknowledges as follows:

(a) **Confidential Information .** In the course of his employment by the Company, the Employee will receive and/or be in possession of confidential information of the Company, the Parent, their respective subsidiaries and affiliates and the predecessors and successors of any of them, including, but not limited to, information relating to: (i) operational procedures, financial statements or other financial information, contract proposals, business plans, training and operations methods and manuals, personnel records, and management systems policies or procedures; (ii) information pertaining to future plans and developments; and (iii) other tangible and intangible property that is used in the operations of the Company but not made public. The information and trade secrets relating to the business of the Company described in this Section 8(a) are hereinafter referred to collectively as the "Confidential Information," provided that the term Confidential Information will not include any information: (x) that is or becomes generally publicly available (other than as a result of violation of this Agreement by the Employee or someone under his control or direction) or (y) that the Employee receives on a non-confidential basis from a source (other than the Company or its representatives) that is not known by him to be bound by an obligation of secrecy or confidentiality to the Company. References in this Section 8 to the "Company" shall include Cinedigm Entertainment Corp., the Parent, their respective subsidiaries and affiliates and the predecessors and successors of any of them.

(b) **Non-Disclosure.** The Employee agrees that he will not, without the prior written consent of the Company, during the period of his employment or at any time thereafter, disclose or make use of any such Confidential Information, except as may be required by law (and, in such case, he will immediately notify the Company of such disclosure request) or in the course of his employment hereunder. The Employee agrees that all tangible materials containing Confidential Information, whether created by the Employee or others, that comes into his custody or possession during his employment, will be and are the exclusive property of the Company.

(c) **Return of Confidential Information and Property .** Upon termination of the Employee's employment for any reason whatsoever, he will immediately surrender to the Company all Confidential Information and property of the Company in his possession, custody or control in whatever form maintained (including, without limitation, computer discs and other electronic media), including all copies thereof. The Employee shall be allowed to make and keep a copy of all personal information, including, but not limited to, personal information contained in his contacts directory. Any Confidential Information that cannot be returned or destroyed shall be kept confidential by the Employee at all times.

(d) **Non-Competition**. The Employee agrees that, while employed by the Company and for one year after the cessation of his employment with the Company for any reason, he will not become employed by or otherwise engage in or carry on, whether directly or indirectly as a principal, agent, consultant, partner or otherwise, any business with any person, partnership, business, corporation, company or other entity (or any affiliate, subsidiary, parent or division thereof) that is in direct competition with the Company.

(e) **Non-Solicitation/No-Hiring**. The Employee agrees that, while employed by the Company and for the greater of one year after the cessation of his employment with the Company for any reason or the period during which the Employee receives Severance or Change in Control payments, he will not (i) solicit or induce or attempt to solicit or induce any employee, director or consultant to terminate his or her employment or other engagement with the Company or (ii) employ or retain (or in any way assist, participate in or arrange for the employment or retention of) any person who is employed or retained by the Company or any of its parents, subsidiaries, affiliates and divisions or who was employed or retained by the Company or any of its parents, subsidiaries, affiliates and divisions both within the six (6) month period immediately preceding the Employee's contemplated employment or retention of such person and on the date the Employee's employment with the Company ended.

(f) **Injunctive Relief and Other Remedies**. The Employee acknowledges that the foregoing confidentiality, non-competition and non-solicitation/no-hiring provisions are reasonable and necessary for the protection of the Company and its parent, subsidiaries, affiliates and divisions, and that they will be materially and irrevocably damaged if these provisions are not specifically enforced. Accordingly, the Employee agrees that, in addition to any other relief or remedies available to the Company and its parent, subsidiaries, affiliates and divisions, the Company will be entitled to seek an appropriate injunctive or other equitable remedy for the purposes of restraining the Employee from any actual or threatened breach of those provisions, and no bond or security will be required in connection therewith. If any of the foregoing confidentiality, non-competition and no-solicitation/no-hiring provisions are deemed invalid or unenforceable, these provisions will be deemed modified and limited to the extent necessary to make them valid and enforceable.

(g) **Tax Withholding**. The Company shall withhold from any compensation and benefits payable under this Agreement all federal, state, local or other taxes as shall be required pursuant to any law or governmental regulation or ruling.

(h) **Entire Agreement**. This Agreement contains the entire understanding between the parties hereto and supersedes any other agreement between the Company or any predecessor of the Company or any of its affiliates and the Employee regarding the subject matter hereof.

9. **Notices**. All notices that are required or may be given pursuant to the terms of this Agreement will be in writing and will be sufficient in all respects if given in writing and (i) delivered personally, (ii) mailed by certified or registered mail, return receipt requested and postage prepaid, or (iii) sent via a responsible overnight courier, to the parties at their respective addresses set forth above, or to such other address or addresses as either party will have designated in writing to the other party hereto. The date of the giving of such notices delivered personally or by carrier will be the date of their delivery and the date of giving of such notices by certified or registered mail will be the date five days after the posting of the mail.

10. **General Provisions**.

(a) **Nonassignability**. Neither this Agreement nor any right or interest hereunder shall be assignable by the Employee or his beneficiaries or legal representatives without the Company's prior written consent; provided, however, that nothing in this Section 12(a) shall preclude (i) the Employee from designating a beneficiary to receive any benefit payable hereunder following his death, or (ii) the executors, administrators, or other legal representatives of the Employee or his estate from assigning any rights hereunder to the person or persons entitled thereto.

(b) **No Attachment**. Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation or to execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect.

(c) **Binding Agreement**. This Agreement shall be binding upon, and inure to the benefit of, the Employee and the Company and their respective permitted successors and assigns.

(d) **Compliance with 409A**.

(i) Notwithstanding anything herein to the contrary, it is intended that the provisions of this Agreement satisfy the provisions of Section 409A of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations issued thereunder ("Section 409A") and this Agreement shall be interpreted and administered, as necessary, so that the payments and benefits set forth herein shall be exempt from or shall comply with the requirements of Section 409A.

(ii) To the extent that the Company determines that any provision of this Agreement would cause the Employee to incur any additional tax or interest under Section 409A, the Company shall be entitled to reform such provision to attempt to comply with or be exempt from Section 409A. To the extent that any provision hereof is modified in order to comply with Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the Employee and the Company without violating the provisions of Section 409A.

(iii) Notwithstanding any provision in this Agreement or elsewhere to the contrary, if on his termination date the Employee is deemed to be a "specified employee" within the meaning of Section 409A, any payments or benefits due upon, or within the six month period following and due to, a termination of the Employee's employment that constitutes a "deferral of compensation" within the meaning of Code Section 409A and which do not otherwise qualify under the exemptions under Treas. Reg. Section 1.409A-1, shall be paid or provided to the Employee in a lump sum on the earlier of (1) the first day following the six month anniversary of the Employee's separation from service (as such term is defined in Section 409A) for any reason other than death, and (2) the date of the Employee's death, and any remaining payments and benefits shall be paid or provided in accordance with the normal payment dates specified for such payment or benefit.

(iv) Notwithstanding anything in this Agreement or elsewhere to the contrary, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits that constitute "non-qualified deferred compensation" within the meaning of Section 409A upon or following a termination of the Employee's employment unless such termination is also a "separation from service" within the meaning of Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service" and the date of such separation from service shall be the termination date for purposes of any such payment or benefits. In no event may the Employee,

directly or indirectly, designate the calendar year of any payment to be made under this Agreement or otherwise which constitutes a "deferral of compensation" within the meaning of Section 409A.

(v) All expenses or other reimbursements paid pursuant to this Agreement or other policy or program of the Company that are taxable income to the Employee shall in no event be paid later than the end of the calendar year next following the calendar year in which the Employee incurs such expense or pays such related tax. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, and (iii) such payments shall be made on or before the last day of the Employee's taxable year following the taxable year in which the expense was incurred.

(vi) Nothing contained in this Agreement or any other agreement between the Employee and the Company or any policy, plan, program or arrangement of the Company shall constitute any representation or warranty by the Company regarding compliance with Section 409A.

11. **Modification and Waiver .**

(a) **Amendment of Agreement .** This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.

(b) **Waiver .** No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel against the enforcement of any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

12. **Severability .** If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held so invalid, and each such other provision shall to the full extent consistent with law continue in full force and effect. If any provision of this Agreement shall be held invalid in part, such invalidity shall in no way affect the rest of such provision not held so invalid, and the rest of such provision, together with all other provisions of this Agreement, shall to the full extent consistent with law continue in full force and effect.

13. **Headings .** The headings of sections herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

14. **Governing Law .** This Agreement has been executed and delivered in the State of New York, and its validity, interpretation, performance, and enforcement shall be governed by the laws of said State other than the conflict of laws provisions of such laws. The Employee and the Company hereby consent to the jurisdiction of the Federal and State courts located in the borough of Manhattan in New York City, New York, and each party waives any objection to the venue of any such suit, action or proceeding and the right to assert that any such forum is not a convenient forum, and irrevocably consents to the jurisdiction of the Federal and State courts located in the borough of Manhattan in New York City, New York in any such suit, action or proceeding.

15. **Survival of Provisions .** Neither the termination of this Agreement, nor of the Employee's employment hereunder, will terminate or affect in any manner any provision of this Agreement that is intended by its terms to survive such termination, including without limitation, the provisions of Section 8 hereof.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its officers thereunto duly authorized, and the Employee has signed this Agreement, all as of the day and year first above written.

CINEDIGM ENTERTAINMENT CORP.

By: /s/ Chris McGurk
Name: Chris McGurk
Title: Chairman & CEO

Employee

/s/ William A. Sondheim
William Sondheim

EXHIBIT 31.1

CERTIFICATION

I, Christopher J. McGurk, certify that:

1. I have reviewed this Form 10-Q of Cinedigm Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 12, 2015

By: /s/ Christopher J. McGurk

Christopher J. McGurk
Chief Executive Officer and Chairman of the Board of Directors
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION

I, Jeffrey S. Edell, certify that:

1. I have reviewed this Form 10-Q of Cinedigm Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 12, 2015

By: /s/ Jeffrey S. Edell

Jeffrey S. Edell
Chief Financial Officer (Principal Financial Officer)

EXHIBIT 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with Form 10-Q of Cinedigm Corp. (the "Company") for the period ended December 31, 2014 as filed with the SEC (the "Report"), the undersigned, in the capacity and on the date indicated below, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operation of the Company.

Date: February 12, 2015

By: /s/ Christopher J. McGurk

Christopher J. McGurk
Chief Executive Officer and Chairman of the Board of Directors
(Principal Executive Officer)

EXHIBIT 32.2

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with Form 10-Q of Cinedigm Corp. (the "Company") for the period ended December 31, 2014 as filed with the SEC (the "Report"), the undersigned, in the capacity and on the date indicated below, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operation of the Company.

Date: February 12, 2015

By: /s/ Jeffrey S. Edell

Jeffrey S. Edell
Chief Financial Officer (Principal Financial Officer)