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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

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**SCHEDULE 13D/A**

Under the Securities Exchange Act of 1934  
(Amendment No. 1)

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**CINEDIGM CORP.**  
(Name of Issuer)

Class A Common Stock, par value \$0.001 per share  
(Title of Class of Securities)

172406209  
(CUSIP Number)

Peng Jin  
609-610 21st Century Tower  
No. 40 Liangmaqiao Road  
Chaoyang District, Beijing, China 100016  
+86(10)8444-6968

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

December 29, 2017  
(Date of Event Which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 3d-1(f) or 13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

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The information required on the remainder of this cover shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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**SCHEDULE 13D**

CUSIP No. 172406209

1	Name of reporting persons I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  Bison Entertainment Investment Limited	
2	Check the appropriate box if a member of a group* (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC use only	
4	Source of funds*  WC	
5	Check box if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e)  <input type="checkbox"/>	
6	Citizenship or place of organization  British Virgin Islands	
Number of shares beneficially owned by each reporting person with	7	Sole voting power  23,566,667
	8	Shared voting power
	9	Sole dispositive voting power  23,566,667
	10	Shared dispositive power
11	Aggregate amount beneficially owned by each reporting person  23,566,667	
12	Check box if the aggregate amount in row (11) excludes certain shares*  <input type="checkbox"/>	
13	Percent of class represented by amount in row (11)  59.2% <sup>(1)</sup>	
14	Type of reporting person*  CO	

(1) Percentage calculated based on 39,791,732 shares of the issued and outstanding common stock of Cinedigm Corp. as of November 12, 2019 as reported by the Issuer in a quarterly report on Form 10-Q filed with the Securities and Exchange Commission on August 14, 2019.

**SCHEDULE 13D**

**CUSIP No. 172406209**

1	Name of reporting persons I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  Bison Entertainment and Media Group	
2	Check the appropriate box if a member of a group* (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC use only	
4	Source of funds*  AF; WC	
5	Check box if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e)  <input type="checkbox"/>	
6	Citizenship or place of organization  Cayman Islands	
Number of shares beneficially owned by each reporting person with	7	Sole voting power  24,966,667 <sup>(2)</sup>
	8	Shared voting power
	9	Sole dispositive voting power  24,966,667 <sup>(2)</sup>
	10	Shared dispositive power
11	Aggregate amount beneficially owned by each reporting person  24,966,667 <sup>(2)</sup>	
12	Check box if the aggregate amount in row (11) excludes certain shares*  <input type="checkbox"/>	
13	Percent of class represented by amount in row (11)  62.7% <sup>(1)</sup>	
14	Type of reporting person*  CO	

(2) Consists of (i) 23,566,667 shares of Class A Common Stock of the Company held by Bison Entertainment Investment Limited, a wholly owned subsidiary of Bison Entertainment and Media Group, which is wholly owned by Bison Capital Holding Company Limited; and (ii) currently-exercisable warrants, held by Bison Entertainment and Media Group to acquire up to 1,400,000 shares of Class A Common Stock, subject to certain anti-dilution adjustment.

**SCHEDULE 13D**

**CUSIP No. 172406209**

1	Name of reporting persons I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  Bison Capital Holding Company Limited	
2	Check the appropriate box if a member of a group* (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC use only	
4	Source of funds*  AF	
5	Check box if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e)  <input type="checkbox"/>	
6	Citizenship or place of organization  Cayman Islands	
Number of shares beneficially owned by each reporting person with	7	Sole voting power  24,966,667 <sup>(2)</sup>
	8	Shared voting power
	9	Sole dispositive voting power  24,966,667 <sup>(2)</sup>
	10	Shared dispositive power
11	Aggregate amount beneficially owned by each reporting person  24,966,667 <sup>(2)</sup>	
12	Check box if the aggregate amount in row (11) excludes certain shares*  <input type="checkbox"/>	
13	Percent of class represented by amount in row (11)  62.7% <sup>(1)</sup>	
14	Type of reporting person*  CO	

**SCHEDULE 13D**

CUSIP No. 172406209

1	Name of reporting persons I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  MingTai Investment LP	
2	Check the appropriate box if a member of a group* (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC use only	
4	Source of funds*  AF	
5	Check box if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e)  <input type="checkbox"/>	
6	Citizenship or place of organization  Cayman Islands	
Number of shares beneficially owned by each reporting person with	7	Sole voting power  3,333,333 <sup>(3)</sup>
	8	Shared voting power
	9	Sole dispositive voting power  3,333,333 <sup>(3)</sup>
	10	Shared dispositive power
11	Aggregate amount beneficially owned by each reporting person  3,333,333 <sup>(2)</sup>	
12	Check box if the aggregate amount in row (11) excludes certain shares*  <input type="checkbox"/>	
13	Percent of class represented by amount in row (11)  8.4% <sup>(1)</sup>	
14	Type of reporting person*  CO	

(3) Representing 3,333,333 shares of Class A Common Stock underlying a note issued to MingTai Investment LP, in the principal amount of \$5,000,000 dated October 8, 2018, convertible at \$1.50 per share.

**SCHEDULE 13D**

CUSIP No. 172406209

1	Name of reporting persons I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  Bison Global Investment SPC	
2	Check the appropriate box if a member of a group* (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC use only	
4	Source of funds*  AF	
5	Check box if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e)  <input type="checkbox"/>	
6	Citizenship or place of organization  Cayman Islands	
Number of shares beneficially owned by each reporting person with	7	Sole voting power  6,666,666 <sup>(4)</sup>
	8	Shared voting power
	9	Sole dispositive voting power  6,666,666 <sup>(4)</sup>
	10	Shared dispositive power
11	Aggregate amount beneficially owned by each reporting person  6,666,666 <sup>(4)</sup>	
12	Check box if the aggregate amount in row (11) excludes certain shares*  <input type="checkbox"/>	
13	Percent of class represented by amount in row (11)  16.8% <sup>(1)</sup>	
14	Type of reporting person*  OO	

(4) Representing 6,666,666 shares of Class A Common Stock underlying a note issued to Bison Global Investment SPC for and on behalf of Global Investment SPC-Bison Global No. 1, in the principal amount of \$10,000,000 dated July 9, 2019, convertible at \$1.50 per share.

**SCHEDULE 13D**

**CUSIP No. 172406209**

1	Name of reporting persons I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  Fengyun Jiang	
2	Check the appropriate box if a member of a group* (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC use only	
4	Source of funds*  AF	
5	Check box if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e)  <input type="checkbox"/>	
6	Citizenship or place of organization  Hong Kong	
Number of shares beneficially owned by each reporting person with	7	Sole voting power
	8	Shared voting power  24,966,667 <sup>(2)</sup> <sup>(5)</sup>
	9	Sole dispositive voting power
	10	Shared dispositive power  24,966,667 <sup>(2)</sup> <sup>(5)</sup>
11	Aggregate amount beneficially owned by each reporting person  24,966,667 <sup>(2)</sup> <sup>(5)</sup>	
12	Check box if the aggregate amount in row (11) excludes certain shares*  <input type="checkbox"/>	
13	Percent of class represented by amount in row (11)  62.7% <sup>(1)</sup>	
14	Type of reporting person*  IN	

(5) Ms. Fengyun Jiang is the designated holder of 100% ownership of Bison Capital Holding Company Limited on behalf of Mr. Peixin Xu, who is Ms. Jiang's husband and the founder and controller of Bison Capital Holding Company Limited.

**SCHEDULE 13D**

CUSIP No. 172406209

1	Name of reporting persons I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  Peixin Xu	
2	Check the appropriate box if a member of a group* (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC use only	
4	Source of funds*  AF, OO	
5	Check box if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e)  <input type="checkbox"/>	
6	Citizenship or place of organization  P.R. China	
Number of shares beneficially owned by each reporting person with	7	Sole voting power  74,712 <sup>(6)</sup>
	8	Shared voting power 34,966,666 <sup>(2) (3)(4)(5)</sup>
	9	Sole dispositive voting power  74,712 <sup>(6)</sup>
	10	Shared dispositive power 34,966,666 <sup>(2) (3)(4)(5)</sup>
11	Aggregate amount beneficially owned by each reporting person  35,041,378 <sup>(2)(3) (4)(5)(6)</sup>	
12	Check box if the aggregate amount in row (11) excludes certain shares*  <input type="checkbox"/>	
13	Percent of class represented by amount in row (11)  88.1% <sup>(1)</sup>	
14	Type of reporting person*  IN	

(4) Representing shares issued as part of the annual retainer for board service by Mr. Peixin Xu .



## SCHEDULE 13D

### CUSIP No. 172406209

This statement constitutes Amendment No. 2 to the Schedule 13D relating to the Class A Common Stock, par value \$0.001 (the “Shares”), issued by Cinedigm Corp. (the “Company” or the “Issuer”), and hereby amends the Schedule 13D filed with the Securities and Exchange Commission on November 9, 2017 and amended on January 5, 2018 (collectively, the “Schedule 13D”). All capitalized terms contained herein but not otherwise defined shall have the meanings ascribed to such terms in the Schedule 13D. Except as otherwise provided herein, each Item of the Schedule 13D remains unchanged.

#### Item 1. Security and Issuer.

No change.

#### Item 2. Identity and Background.

(a) The second paragraph of Item 2(a) of the Schedule 13D is amended and restated in its entirety to read as follows:

Bison Entertainment Investment Limited (“BEI”) is a wholly-owned subsidiary of Bison Entertainment and Media Group (“BEMG”), which is wholly owned by Bison Capital Holding Company Limited (“Bison Capital”). Ms. Jiang is the designated holder of 100% ownership of Bison Capital on behalf of Mr. Xu and therefore beneficially holds the Issuer’s outstanding common stock through Bison Capital’s ownership of BEIL. Mr. Xu, being Ms. Jiang’s husband and the founder and controller of Bison Capital, indirectly beneficially holds the Issuer’s outstanding common stock as set forth in this Schedule 13D.

MingTai Investment LP (“MingTai”) is a limited partnership incorporated under the Cayman Islands law. It is wholly and beneficially owned by Bison Finance Group Limited (“BFGL”), which is a Hong Kong listed company and controlled by Mr. Peixin Xu.

Bison Global Investment SPC for and on behalf of Global Investment SPC-Bison Global No. 1 (“Bison Global”) is a segregated portfolio company incorporated under the Cayman Islands law. It is wholly and beneficially owned by BFGL.

(b) No change.

(c) No change.

(d) No change.

(e) No change.

(f) No change.

#### Item 3. Source and Amount of Funds or Other Consideration.

Item 3 of the Schedule 13D is amended to include the following at the end of that Section:

On October 8, 2018, the Company issued a subordinated convertible note (the “MingTai Note”) to MingTai pursuant to which the Company borrowed from MingTai \$5,000,000. The MingTai Note has a term of one year from issuance, with two one-year extensions available at the option of the Company, and bears interest at 8% per annum. The principal is payable upon maturity, in cash or in shares of the Company’s Common Stock at the Company’s election. The MingTai Note is convertible, in whole or in part from time to time, into shares of Common Stock at the MingTai’s election or at the Company’s election at \$1.50 per share, subject to adjustment as set forth in the MingTai Note.

On July 9, 2019, the Company entered into a common stock purchase agreement with BEMG (the “First SPA”), pursuant to which the Company sold and issued to BEMG a total of 2,000,000 shares of Common Stock, for an aggregate purchase price in cash of \$3,000,000 priced at \$1.50 per share. The shares are subject to certain transfer restrictions. The source of the purchase was the working capital of BEMG.

On July 12, 2019, the Company and Bison Global, entered into a termination agreement (the “Termination Agreement”) with respect to the term loan agreement dated as of July 20, 2018 between them, pursuant to which the Company had borrowed from Bison Global \$10.0 million (the “2018 Loan”). Pursuant to the Termination Agreement, an amount equal to the outstanding principal amount was converted into a convertible note, and the accrued and unpaid interest on such outstanding principal amount was to be payable to Bison Global no later than September 30, 2019. As such, the 2018 Loan was paid in full, and the 2018 Loan Agreement was terminated. No early payment penalties were incurred.

On July 12, 2019, the Company issued a subordinated convertible note (the “Bison Note”) to Bison Global pursuant to which the Company borrowed from Bison Global \$10.0 million. The Bison Note has a term ending on March 4, 2020, and bears interest at 5% per annum. The principal is payable upon maturity, in cash or in shares of Common Stock at the Company’s election. The Bison Note is convertible, in whole or in part from time to time, into shares of Common Stock at the holder’s election or at the Company’s election at \$1.50 per share, subject to adjustment set forth in the Bison Note. The proceeds of the Bison Note were used to repay the 2018 Loan.

On August 2, 2019, the Company entered into a common stock purchase agreement (the “Second SPA”) with BEMG, pursuant to which the Company sold and issued to BEMG a total of 1,900,000 shares of Common Stock, for an aggregate purchase price in cash of \$2,850,000 priced at \$1.50 per share. The shares are subject to certain transfer restrictions. The source of the purchase was the working capital of BEMG.

On October 24, 2019, BEMG and BEI entered into a share transfer agreement (the “Share Transfer Agreement”), pursuant to which BEMG agreed to transfer 3,900,000 shares of Common Stock acquired pursuant to the First SPA and Second SPA to BEI without consideration.

## SCHEDULE 13D

CUSIP No. 172406209

### Item 4. Purpose of Transaction.

Item 4 of the Schedule 13D is amended to incorporate by reference the information regarding the First SPA, Second SPA and the Share Transfer Agreement set forth in Item 3 above. Other than as described in this Schedule 13D, the Reporting Persons do not have any current plans or proposals that relate to or that would result in any of the transactions or other matters specified in clauses (a) through (j) of Item 4 of Schedule 13D; provided that the Reporting Persons may, at any time, review or reconsider their position with respect to the Issuer and reserve the right to develop such plans or proposals.

### Item 5. Interest in Securities of the Issuer.

(a) Item 5(a) of the Schedule 13D is hereby amended and restated in its entirety to read as follows:

The aggregate number and percentage of Class A Common Stock beneficially or directly owned by the Reporting Persons is based upon a total of 39,791,732 shares of common stock outstanding as of November 12, 2019 as provided by the Issuer.

- (i) BEI owns or may be deemed to beneficially own 23,566,667 shares of Class A Common Stock, representing approximately 59.2% of the issued and outstanding common stock of the Company.
- (ii) MingTai has a right to own or may be deemed to beneficially own 3,333,333 shares of Class A Common Stock, representing approximately 8.4% of the issued and outstanding common stock of the Company.
- (iii) Bison Global has a right to own or may be deemed to beneficially own 6,666,666 shares of Class A Common Stock, representing approximately 16.8% of the issued and outstanding common stock of the Company.
- (iv) Each of BEMG, Bison Capital and Ms. Fengyun Jiang own or may be deemed to beneficially own 24,966,667 shares of Class A Common Stock, representing approximately 62.9% of the issued and outstanding common stock of the Company.
- (v) Mr. Peixin Xu own or may be deemed to beneficially own 35,041,378 shares of Class A Common Stock, representing approximately 88.1% of the issued and outstanding common stock of the Company.

(b) Item 5(b) of the Schedule 13D is hereby amended and restated in its entirety to read as follows:

- (i) BEI has sole power to vote or to direct the vote and the sole power to dispose or direct the disposition of 23,566,667 shares of Class A Common Stock.
- (ii) MingTai has sole power to vote or to direct the vote and the sole power to dispose or direct the disposition of 3,333,333 shares of Class A Common Stock.
- (iii) Bison Global has sole power to vote or to direct the vote and the sole power to dispose or direct the disposition of 6,666,666 shares of Class A Common Stock.
- (iv) Each of BEMG and Bison Capital has sole power to vote or to direct the vote and the sole power to dispose or direct the disposition of 24,966,667 shares of Class A Common Stock beneficially owned by each of them.
- (v) Ms. Fengyun Jiang, as the designated holder of such shares by Mr. Peixin Xu, has shared power with Mr. Xu to vote or to direct the vote and shared power with Mr. Xu to dispose or direct the disposition of 24,966,667 shares of Class A Common Stock beneficially owned by him.
- (vi) Mr. Peixin Xu, as the spouse of Ms. Jiang, has shared with Ms. Xu to vote or to direct the vote and shared power with Ms. Jiang to dispose or director the disposition of 24,966,667 shares of Class A Common Stock, Mr. Xu, as the controlling shareholder of BFGL, which owns 100% equity interest of each of MingTai and Bison Global, is deemed to have shared voting and disposition rights of 9,999,999 shares of Class A Common Stock in aggregate issuable upon the conversion of certain notes. Mr. Peixin has sole power to vote or to direct the vote and the sole power to dispose or direct the disposition of 74,712 shares of Class A Common Stock beneficially owned by him.

(c) No change.

(d) No change.

(e) No change.

### Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Schedule 13D is hereby amended by adding the following to the end of the section:

The Reporting Persons are parties to an agreement with respect to the joint filing of this Schedule and any Schedules hereto. A copy of such agreement is attached as [Exhibit 99.1](#) and is incorporated by reference herein.

To the knowledge of the Reporting Persons, there are no other contracts, arrangements, understandings or relationships among the persons named in Item 2 with respect to any securities of the Company, except as described herein.

SCHEDULE 13D

CUSIP No. 172406209

Item 7. Materials to be Filed as Exhibits.

Item 7 of the Schedule 13D is hereby amended by adding the following to the end of the section:

<b>Exhibit No.</b>	<b>Description</b>
99.7	<a href="#"><u>MingTai Note dated as of October 9, 2018 (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed by the Issuer with the SEC on October 12, 2018)</u></a>
99.8	<a href="#"><u>Stock Purchase Agreement dated as of July 9, 2019 between Cinedigm Corp. and Bison Entertainment and Media Group (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by the Issuer with the SEC on July 15, 2019).</u></a>
99.9	<a href="#"><u>Bison Note dated as of July 12, 2019 ((incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed by the Issuer with the SEC on July 15, 2019)</u></a>
99.10	<a href="#"><u>Loan Termination Agreement dated as of July 12, 2019 between Cinedigm Corp. and Bison Global Investment SPC for and on behalf of Global Investment SPC-Bison Global No. 1. (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed by the Issuer with the SEC on July 15, 2019)</u></a>
99.11	<a href="#"><u>Stock Purchase Agreement dated as of August 2, 2019 between Cinedigm Corp. and Bison Entertainment and Media Group (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by the Issuer with the SEC on August 9, 2019).</u></a>
99.12	<a href="#"><u>Share Transfer Agreement, dated as of August 24, 2019, by and between the Bison Entertainment and Media Group and Bison Entertainment Investment Limited.</u></a>

SCHEDULE 13D

CUSIP No. 172406209

SIGNATURES

After reasonable inquiry and to the best of our knowledge and belief, we certify that the information set forth in this statement is true, complete and correct.

Date: November 21, 2019

*Bison Entertainment Investment Limited*

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

*Bison Capital Holding Company Limited*

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

*Bison Global Investment SPC*

By: /s/Dongjun Guo  
Name: Dongjun Guo  
Title: Director

/s/Fengyun Jiang  
Fengyun Jiang\*

*Bison Entertainment and Media Group*

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

*MingTai Investment LP*

By: /s/Dongjun Guo  
Name: Dongjun Guo  
Title: Director

/s/ Peixin Xu  
Peixin Xu

\* The Reporting Person disclaims beneficial ownership of the Class A Common Stock except to the extent of her pecuniary interest therein.

JOINT FILING AGREEMENT

The undersigned agree that this Schedule 13D, and any amendments hereto, relating to the Class A common stock, par value of US\$0.001 per share of **Cinedigm Corp**, a Delaware corporation whose principal place of business is in New York, New York, shall be filed on behalf of the undersigned.

November 21, 2019

***Bison Entertainment Investment Limited***

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

***Bison Capital Holding Company Limited***

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

***Bison Global Investment SPC***

By: /s/Dongjun Guo  
Name: Dongjun Guo  
Title: Director

/s/Fengyun Jiang  
Fengyun Jiang

***Bison Entertainment and Media Group***

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

***MingTai Investment LP***

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

/s/ Peixin Xu  
By:  
Name:  
Title:

**SHARE TRANSFER AGREEMENT**

BY AND AMONG

BISON ENTERTAINMENT AND MEDIA GROUP

AND

BISON ENTERTAINMENT INVESTMENT LIMITED

OCTOBER 24, 2019

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## SHARE TRANSFER AGREEMENT

This SHARE TRANSFER AGREEMENT (this "Agreement") is entered into as of October 24, 2019, by and among:

1. Bison Entertainment and Media Group, a limited company duly incorporated and validly existing under the Laws of Cayman Islands (the "Transferor");

2. Bison Entertainment Investment Limited, a limited company duly incorporated and validly existing under the Laws of British Virgin Islands (the "Transferee"); and

Each of the forgoing parties shall be referred to individually as a "Party" and collectively as the "Parties".

### RECITALS

**WHEREAS**, the Transferee desires to accept from the Transferor, and the Transferor desires to assign to the Transferee, an aggregate of 3,900,000 shares of the Company as at the date of this Agreement pursuant to the terms and subject to the conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the representations, warranties, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### 1. DEFINITIONS

For purposes of this Agreement, the terms defined in the preamble have the respective meanings ascribed to them therein, and the following terms have the meanings set forth below:

"Affiliate" means, with respect to any specified Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such specified Person.

"Business Day" means any day other than Saturday, Sunday or other day on which commercial banks are required or authorized by Law or executive order to be closed in the Cayman Islands or Hong Kong.

"Control" (and its derivatives) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting equity interests, as trustee or executor, by contract or otherwise.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, writ, decree, permit, license or other requirement or rule of law of any Governmental Authority.

“Lien” means any mortgage, lien, pledge, claim, charge, security interest, adverse claim, transfer restriction or encumbrance of any kind.

“Material Adverse Effect” means any change, effect or circumstance that, individually or when taken together with all other such changes, effects or circumstances that occurred prior to the date of determination of the occurrence of the Material Adverse Effect, is or is reasonably likely to materially delay or prevent the consummation of the transaction contemplated by this Agreement.

“Person” means any individual, corporation, partnership, limited liability company, trust, unincorporated association, Governmental Authority or any agency, instrumentality or political subdivision of any governmental entity, or any other entity or body.

## 2. **accept AND transfer OF SHARES**

### 2.1 Transfer of Shares; Closing Account.

(a) Cinedigm Corp. is a limited liability company organized and existing under the laws of the State of Delaware, which shares are traded on NASDAQ Stock Market with the ticker symbol “CIDM” (“Company”).

(b) Transfer. Subject to the terms and conditions of this Agreement, the Transferee agrees to accept from the Transferor at the Closing (as defined below) and the Transferor agrees to assign to the Transferee at the Closing an aggregate of 3,900,000 shares of par value of \$0.001 of the Company (the “Shares”).

2.2 Closing. Subject to the fulfillment of the conditions set forth in Sections 3 below (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), the consummation of the transfer of the Shares (the “Closing”) shall take place within 3 days upon the conditions set forth in Sections 3 are being met or waived.

(a) At the Closing, the Company shall cause its register of members to be updated to reflect the Shares accepted by the Transferee, and shall deliver a copy of such updated share register to the Transferee, certified as a true and correct copy by the Company’s registered agent.

(b) the Company shall deliver to the Transferee one or more certificates representing the Shares being accepted by the Transferee hereunder at the Closing.



### 3. CONDITIONS PRECEDENT TO CLOSING

3.1 The obligations of the Transferee to accept the Shares at the Closing are subject to the fulfillment, on or before the Closing, of each of the following conditions, unless otherwise waived in writing by the Transferee:

(a) Material Adverse Effect. Since the date of this Agreement, no event, circumstance or change shall have occurred that, individually or in the aggregate with one or more other events, circumstances or changes, have had or reasonably could be expected to have a Material Adverse Effect on the Company.

(b) Proceedings and Documents. All corporate and other proceedings of the Company in connection with the transaction contemplated at the Closing and all documents incidental thereto shall be reasonably satisfactory in form and substance to the Transferee, and the Transferee (or its legal counsel) shall have received all such counterpart original and certified or other copies of such documents as reasonably requested. The Transferor shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by the Transferor on or before the Closing.

(c) Authorizations. The Transferor shall have obtained all authorizations, approvals, waivers or permits of any Person or any Governmental Authority necessary for the consummation of the transaction contemplated by this Agreement, including without limitation any authorizations, approvals, waivers or permits that are required in connection with the transaction contemplated in this Agreement, and all such authorizations, approvals, waivers and permits shall be effective as of the Closing.

(d) Representations and Warranties. The representations and warranties of the Transferor shall be true, complete and correct in all material respects as of the Closing.

(e) Restated Articles. The memorandum and articles of association of the Company shall have been amended and restated. Such amended and restated memorandum and articles of association shall have been duly adopted by all necessary actions of the board of directors and/or the members of the Company.

3.2 The obligations of the Transferor to assign the Shares to the Transferee at the Closing are subject to the fulfillment by the Transferee, on or before the Closing, of each of the following conditions, unless otherwise waived by writing:

(a) Representations and Warranties. The representations and warranties of the Transferee shall be true, complete and correct in all material respects as of the Closing.

(b) Performance. The Transferee shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before the Closing.

(c) Qualifications. All authorizations, approvals or permits, if any, of any Governmental Authority that are required in connection with the transfer of the Shares pursuant to this Agreement shall be obtained and effective as of the Closing.

(d) Transaction Document. The Transferee shall have executed and delivered this Agreement which the Transferee is a party.

#### 4. REPRESENTATIONS AND WARRANTIES OF THE Transferor

The Transferor represents and warrants to the Transferee that the following statements are true, correct and complete with respect to the Transferor as of the Closing:

(a) The Transferor is the sole legal and beneficial owner of the Shares;

(b) No consent, approval, order or authorization of or registration, qualification, designation, declaration or filing with, any Governmental Authority is required on the part of the Transferor is required in connection with the valid execution, delivery and consummation of the transaction contemplated by this Agreement;

(c) The Shares owned by the Transferor are free of any Liens.

#### 5. REPRESENTATIONS AND WARRANTIES OF THE TRANSFEE

The Transferee represents and warrants to the Transferor that the following statements are true, correct and complete with respect to the Transferee as of the Closing:

(a) The Transferee has full power, authority and legal capacity to enter into, deliver and perform this Agreement. This Agreement to which the Transferee is a party, when executed and delivered by the Transferee, will constitute valid and legally binding obligations of the Transferee, enforceable in accordance with its terms;

(b) The execution, delivery and performance by the Transferee of this Agreement does not and will not contravene, breach or violate the terms of any agreement, document or instrument to which the Transferee is a party;

(c) This Agreement is made with the Transferee in reliance upon the Transferee's representation to the Transferor, which by the Transferee's execution of this Agreement, the Transferee hereby confirms, that the Shares to be acquired by the Transferee will be acquired for investment for the Transferee's own account, not as a nominee or agent, and not with a view to the retransfer or distribution of any part thereof, and that the Transferee has no present intention of assigning, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Transferee further represents that the Transferee does not presently have any contract, undertaking, agreement or arrangement with any Person to assign, transfer or grant participations to such Person or to any third Person, with respect to any of the Shares. The Transferee has not been formed for the specific purpose of acquiring the Shares.

#### 6. MISCELLANEOUS

##### 6.1 Confidentiality.

(a) Disclosure of Terms. The terms and conditions of this Agreement, including its existence, shall be considered confidential information and shall not be disclosed by any Party hereto to any third party.

(b) Permitted Disclosures. Notwithstanding the foregoing, the Parties may disclose the transaction terms to its Affiliate, employees, bankers, lenders, accountants and legal counsels, in each case only where such persons or entities are under appropriate nondisclosure obligations substantially similar to those set forth in this Section 6.1.

(c) Legally Compelled Disclosure. In the event that any Party is requested or becomes legally compelled (including without limitation, pursuant to any applicable tax, securities, or other Laws and regulations of any jurisdiction) to disclose the existence of this Agreement or content of any of the transaction terms, such Party (the "Disclosing Party") shall provide the other parties with prompt written notice of that fact and shall consult with the other parties regarding such disclosure. At the request of another Party, the Disclosing Party shall, to the extent reasonably possible and with the cooperation and reasonable efforts of the other parties, seek a protective order, confidential treatment or other appropriate remedy. In any event, the Disclosing Party shall furnish only that portion of the information that is legally required and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such information.

6.2 Transfer; Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Save as expressly provided in this Agreement, nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

6.3 Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof that would require the application of the laws of any other jurisdiction. Each of the Parties hereto (a) irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of New York and any court of the United States located in the Borough of Manhattan in New York City with respect to all actions and proceedings arising out of or relating to this Agreement and the transactions contemplated hereby, (b) agrees that all claims with respect to any such action or proceeding shall be heard and determined in such courts and agrees not to commence any action or proceeding relating to this Agreement or the transactions contemplated hereby except in such courts, (c) irrevocably appoints Gary Loffredo, the General Counsel of the Company, as agent upon whom process may be served in any such action or proceeding (d) irrevocably and unconditionally waives any defense or objection to the laying of venue of any action or proceeding arising out of this Agreement or the transactions contemplated hereby and irrevocably and unconditionally waives any defense or objection of an inconvenient forum, and (e) agrees that a final judgment in any such action or proceeding that is no longer subject to appeal shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

6.4 Counterparts; Facsimile. This Agreement may be executed and delivered by facsimile or other electronic signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.5 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.6 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the Party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been delivered by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after delivery by an internationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth in the first written above.

6.7 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

6.8 Entire Agreement. This Agreement (including the Schedules and Exhibits hereto) constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

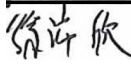
*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Parties have executed this Share Transfer Agreement as of the date first written above.

**TRANSFEROR:**

BISON ENTERTAINMENT AND MEDIA GROUP

By:  \_\_\_\_\_

Name:   
Title: Director

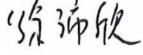
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IN WITNESS WHEREOF, the Parties have executed this Share Transfer Agreement as of the date first written above.

**TRANSFeree:**

BISON ENTERTAINMENT INVESTMENT LIMITED

By:  \_\_\_\_\_

Name:   
Title: Director

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