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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. 7)\***

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**RLJ Entertainment, Inc.**

(Name of Issuer)

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

**74965F203**  
(CUSIP Number)

**Sean S. Sullivan**  
**Executive Vice President and Chief Financial Officer**

**AMC Networks Inc.**  
**11 Pennsylvania Plaza**  
**New York, NY 10001**  
**(212) 324-8500**

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

**April 2, 2018**  
(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 §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

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**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.

The information required on the remainder of this cover page 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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1	NAMES OF REPORTING PERSONS  AMC Networks Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)  WC, OO (See Item 3)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  United States (Delaware)	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  26,243,549 (1)
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  26,243,549 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  26,243,549 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input checked="" type="checkbox"/> (2)	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  70.7% (3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  CO	

- (1) This figure is based on 4,268,911 shares of common stock, par value \$0.001 per share (the "Common Stock"), of RLJ Entertainment, Inc., a Nevada corporation (the "Issuer"), held indirectly through Digital Entertainment Holdings LLC, a Delaware limited liability company ("DEH"), plus (i) 2,893,693 shares of Common Stock of the Issuer issuable upon the conversion of all of the shares of Series D-1 preferred stock, par value \$0.001 per share (the "Preferred Stock"), of the Issuer held indirectly through DEH, (ii) 18,333,000 shares of Common Stock of the Issuer issuable upon the exercise in full of Class A, Class B and Class C warrants to purchase Common Stock with an initial exercise date of October 14, 2016 (the "Warrants") held indirectly through DEH and (iii) 747,945 shares of Common Stock of the Issuer issuable upon the exercise in full of the warrants to purchase Common Stock with an initial exercise date of May 20, 2015 (the "2015 Warrants") held indirectly through DEH.
- (2) Each of the Reporting Persons and Covered Persons may be deemed to be a member of a "group" under Rule 13d-5 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), with Robert L. Johnson, The RLJ Companies, LLC and RLJ SPAC Acquisition, LLC (collectively, the "Johnson Entities") with respect to the Common Stock of the Issuer. As disclosed in Amendment No. 11 to the Statement of Beneficial Ownership on Schedule 13D with respect to the Issuer filed by the Johnson Entities with the Securities and Exchange Commission (the "Commission") on February 27, 2018 (the "Johnson Schedule 13D"), the Johnson Entities may be deemed to beneficially own 8,294,465 shares of Common Stock, including 6,794,465 outstanding shares of Common Stock and 2015 Warrants to purchase 1,500,000 shares of Common Stock at \$3.00 per share. Each Reporting Person and Covered Person disclaims beneficial ownership of the shares of Common Stock and other securities held by the Johnson Entities pursuant to Rule 13d-4 of the Exchange Act, and the filing of this Schedule 13D shall not be construed as an admission that any such Reporting Person or Covered Person is the beneficial owner of the Common Stock or other securities held by the Johnson Entities.

- (3) This calculation is based on 14,564,678 shares of Common Stock of the Issuer outstanding as of February 28, 2018 as disclosed in the Issuer's Annual Report on Form 10-K filed with the Commission on March 16, 2018 (the "Form 10-K"), plus (i) the 409,162 shares of Common Stock issued to DEH on April 2, 2018 as payment of interest due to DEH on such date pursuant to that certain Credit and Guaranty Agreement, by and among the Issuer, certain subsidiaries of the Issuer as Guarantors, and DEH, dated as of October 14, 2016, as amended by the First Amendment dated as of January 30, 2017 and the Second Amendment dated as of June 16, 2017 (the "Credit Agreement"), (ii) the 157,962 shares of Common Stock issued to certain employees of the Issuer upon the vesting of restricted stock units on March 31, 2018 (of which 38,161 shares were purchased from the Issuer by DEH pursuant to a Stock Purchase Agreement dated April 2, 2018 (the "Employee Stock Purchase Agreement")), (iii) the 2,893,693 shares of Common Stock issuable upon the conversion in full of the Preferred Stock as described in note 1, (iv) the 18,333,000 shares of Common Stock issuable upon the exercise in full of the Warrants as described in note 1 and (v) the 747,945 shares of Common Stock issuable upon the exercise in full of the 2015 Warrants as described in note 1. Pursuant to Rule 13d-3(d)(1)(i) of the Exchange Act, this calculation does not include shares of Common Stock not outstanding which are subject to options, warrants, rights or conversion privileges held by parties other than the Reporting Persons. As disclosed in the Form 10-K and in information provided by the Issuer to the Reporting Persons, and accounting for the recent purchase by the Reporting Persons of 2015 Warrants and shares of Preferred Stock from third parties, third parties (including the Johnson Entities) hold 6,516.45 shares of Preferred Stock convertible into approximately 3.1 million shares of Common Stock and 2015 Warrants to purchase 2.35 million shares of Common Stock. Assuming the conversion of all Preferred Stock and the exercise of all 2015 Warrants held by third parties (including the Johnson Entities), the Common Stock underlying the Warrants held directly by DEH, if fully exercised, would represent in the aggregate no less than 50.1% of the Common Stock on a fully diluted basis.

1	NAMES OF REPORTING PERSONS	
	Rainbow Media Holdings LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF (See Item 3)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States (Delaware)	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 26,243,549 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 26,243,549 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 26,243,549 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/> (2)	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 70.7% (3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

- (1) This figure is based on 4,268,911 shares of Common Stock held indirectly through DEH, plus (i) 2,893,693 shares of Common Stock of the Issuer issuable upon the conversion of all of the shares of the Preferred Stock of the Issuer held indirectly through DEH, (ii) 18,333,000 shares of Common Stock of the Issuer issuable upon the exercise in full of the Warrants held indirectly through DEH, and (iii) 747,945 shares of Common Stock of the Issuer issuable upon the exercise in full of the 2015 Warrants held indirectly through DEH.
- (2) Each of the Reporting Persons and Covered Persons may be deemed to be a member of a "group" under Rule 13d-5 of the Exchange Act with the Johnson Entities with respect to the Common Stock of the Issuer. As disclosed in the Johnson Schedule 13D, the Johnson Entities may be deemed to beneficially own 8,294,465 shares of Common Stock, including 6,794,465 outstanding shares of Common Stock and 2015 Warrants to purchase 1,500,000 shares of Common Stock at \$3.00 per share. Each Reporting Person and Covered Person disclaims beneficial ownership of the shares of Common Stock and other securities held by the Johnson Entities pursuant to Rule 13d-4 of the Exchange Act, and the filing of this Schedule 13D shall not be construed as an admission that any such Reporting Person or Covered Person is the beneficial owner of the Common Stock or other securities held by the Johnson Entities.
- (3) This calculation is based on 14,564,678 shares of Common Stock of the Issuer outstanding as of February 28, 2018 as disclosed in Form 10-K, plus (i) the 409,162 shares of Common Stock issued to DEH on April 2, 2018 as payment of interest due to DEH on such date pursuant to the Credit Agreement, (ii) the 157,962 shares of Common Stock issued to certain employees of the Issuer upon the vesting of restricted stock units on March 31, 2018 (of which 38,161 shares were purchased from the Issuer by DEH on April 2, 2018 pursuant to the Employee Stock Purchase Agreement), (iii) the 2,893,693 shares of Common Stock issuable upon the conversion in full of the Preferred Stock as described in note 1, (iv) the 18,333,000 shares of Common Stock issuable upon the exercise in full of the Warrants as described in note 1 and (v) the 747,945 shares of Common Stock issuable upon the exercise in full of the 2015 Warrants as described in note 1. Pursuant to Rule 13d-3(d)(1)(i) of the Exchange Act, this calculation does not include shares of Common Stock not outstanding which are subject to options, warrants, rights or conversion privileges held by parties other than the Reporting Persons. As disclosed in the Form 10-Q and in information provided by the Issuer to the Reporting Persons, and accounting for the recent purchase by the Reporting Persons of 2015 Warrants and shares of Preferred Stock from third parties, third parties (including the Johnson Entities) hold 6,516.45 shares of Preferred Stock convertible into approximately 3.1 million shares of Common Stock and 2015 Warrants to purchase 2.35 million shares of Common Stock. Assuming the conversion of all Preferred Stock and the exercise of all 2015 Warrants held by third parties (including the Johnson Entities), the Common Stock underlying the Warrants held directly by DEH, if fully exercised, would represent in the aggregate no less than 50.1% of the Common Stock on a fully diluted basis.

1	NAMES OF REPORTING PERSONS	
	Rainbow Media Enterprises, Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF (See Item 3)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States (Delaware)	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 26,243,549 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 26,243,549 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 26,243,549 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/> (2)	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 70.7% (3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

- (1) This figure is based on 4,268,911 shares of Common Stock held indirectly through DEH, plus (i) 2,893,693 shares of Common Stock of the Issuer issuable upon the conversion of all of the shares of the Preferred Stock of the Issuer held indirectly through DEH, (ii) 18,333,000 shares of Common Stock of the Issuer issuable upon the exercise in full of the Warrants held indirectly through DEH, and (iii) 747,945 shares of Common Stock of the Issuer issuable upon the exercise in full of the 2015 Warrants held indirectly through DEH.
- (2) Each of the Reporting Persons and Covered Persons may be deemed to be a member of a "group" under Rule 13d-5 of the Exchange Act with the Johnson Entities with respect to the Common Stock of the Issuer. As disclosed in the Johnson Schedule 13D, the Johnson Entities may be deemed to beneficially own 8,294,465 shares of Common Stock, including 6,794,465 outstanding shares of Common Stock and 2015 Warrants to purchase 1,500,000 shares of Common Stock at \$3.00 per share. Each Reporting Person and Covered Person disclaims beneficial ownership of the shares of Common Stock and other securities held by the Johnson Entities pursuant to Rule 13d-4 of the Exchange Act, and the filing of this Schedule 13D shall not be construed as an admission that any such Reporting Person or Covered Person is the beneficial owner of the Common Stock or other securities held by the Johnson Entities.
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1	NAMES OF REPORTING PERSONS Rainbow Programming Holdings LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF (See Item 3)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States (Delaware)	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 26,243,549 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 26,243,549 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 26,243,549 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/> (2)	
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1	NAMES OF REPORTING PERSONS	
	IFC Entertainment Holdings LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF (See Item 3)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States (Delaware)	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 26,243,549 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 26,243,549 (1)
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1	NAMES OF REPORTING PERSONS	
	Digital Entertainment Holdings LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC, OO (See Item 3)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States (Delaware)	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 26,243,549 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 26,243,549 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 26,243,549 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/> (2)	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 70.7% (3)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

- (1) This figure is based on 4,268,911 shares of Common Stock held directly by DEH, plus (i) 2,893,693 shares of Common Stock of the Issuer issuable upon the conversion of all of the shares of the Preferred Stock of the Issuer held directly by DEH, (ii) 18,333,000 shares of Common Stock of the Issuer issuable upon the exercise in full of the Warrants held directly by DEH, and (iii) 747,945 shares of Common Stock of the Issuer issuable upon the exercise in full of the 2015 Warrants held directly by DEH.
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- (3) This calculation is based on 14,564,678 shares of Common Stock of the Issuer outstanding as of February 28, 2018 as disclosed in Form 10-K, plus (i) the 409,162 shares of Common Stock issued to DEH on April 2, 2018 as payment of interest due to DEH on such date pursuant to the Credit Agreement, (ii) the 157,962 shares of Common Stock issued to certain employees of the Issuer upon the vesting of restricted stock units on March 31, 2018 (of which 38,161 shares were purchased from the Issuer by DEH on April 2, 2018 pursuant to the Employee Stock Purchase Agreement), (iii) the 2,893,693 shares of Common Stock issuable upon the conversion in full of the Preferred Stock as described in note 1, (iv) the 18,333,000 shares of Common Stock issuable upon the exercise in full of the Warrants as described in note 1 and (v) the 747,945 shares of Common Stock issuable upon the exercise in full of the 2015 Warrants as described in note 1. Pursuant to Rule 13d-3(d)(1)(i) of the Exchange Act, this calculation does not include shares of Common Stock not outstanding which are subject to options, warrants, rights or conversion privileges held by parties other than the Reporting Persons. As disclosed in the Form 10-Q and in information provided by the Issuer to the Reporting Persons, and accounting for the recent purchase by the Reporting Persons of 2015 Warrants and shares of Preferred Stock from third parties, third parties (including the Johnson Entities) hold 6,516.45 shares of Preferred Stock convertible into approximately 3.1 million shares of Common Stock and 2015 Warrants to purchase 2.35 million shares of Common Stock. Assuming the conversion of all Preferred Stock and the exercise of all 2015 Warrants held by third parties (including the Johnson Entities), the Common Stock underlying the Warrants held directly by DEH, if fully exercised, would represent in the aggregate no less than 50.1% of the Common Stock on a fully diluted basis.

**Item 1. Security and Issuer.**

This Amendment No. 7 (this "Amendment") amends and supplements the Statement of Beneficial Ownership on Schedule 13D originally filed by the Reporting Persons with the Commission on October 18, 2016, as further amended by Amendment No. 1 thereto, filed on June 20, 2017, Amendment No. 2 thereto, filed on June 30, 2017, Amendment No. 3 thereto, filed on October 3, 2017, Amendment No. 4 thereto, filed on January 3, 2018, Amendment No. 5 thereto, filed on January 8, 2018, and Amendment No. 6 thereto, filed on February 26, 2018 (collectively, the "Schedule 13D"), with respect to shares of common stock, par value \$0.001 per share (the "Common Stock"), of RLJ Entertainment, Inc., a Nevada corporation (the "Issuer"). The principal executive office of the Issuer is located at 8515 Georgia Avenue, Suite 650, Silver Spring, Maryland 20910. Unless specifically amended hereby, the disclosures set forth in the Schedule 13D remain unchanged. Capitalized terms used but not defined herein have the meanings given to them in the Schedule 13D.

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

*Item 3 of the Schedule 13D is hereby amended to add the following information:*

On April 2, 2018, Digital Entertainment Holdings LLC, an indirect wholly owned subsidiary of AMC Networks Inc. ("DEH"), and the Issuer entered into a Stock Purchase Agreement (the "Employee Stock Purchase Agreement"). Under the terms of the Employee Stock Purchase Agreement, DEH purchased from the Issuer 38,161 shares of Common Stock on behalf of certain employees of the Issuer at a price per share equal to \$4.47, the closing price of the Common Stock on the NASDAQ Stock Market on March 29, 2018, for an aggregate purchase price of \$170,579.67. DEH funded the purchase price with cash on hand contributed by AMC Networks Inc.

The foregoing description of the Employee Stock Purchase Agreement is not, and does not purport to be, complete and is qualified in its entirety by reference to the copy of the Employee Stock Purchase Agreement filed as Exhibit 2 hereto, which is incorporated into this Item 3 by reference.

On April 2, 2018, the Issuer issued 409,162 shares of Common Stock to DEH as payment of interest due to DEH on such date pursuant to that certain Credit and Guaranty Agreement, by and among the Issuer, certain subsidiaries of the Issuer as Guarantors, and DEH, dated as of October 14, 2016, as amended by the First Amendment dated as of January 30, 2017 and the Second Amendment dated as of June 16, 2017 (the "Credit Agreement").

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

- (a) As of April 2, 2018, each of the Reporting Persons beneficially owns 4,268,911 shares of Common Stock of the Issuer held by DEH, plus (i) 2,893,693 shares of Common Stock of the Issuer issuable upon the conversion of all of the shares of Preferred Stock of the Issuer held by DEH, (ii) 18,333,000 shares of Common Stock of the Issuer issuable upon the exercise in full of the Warrants held by DEH and (iii) 747,945 shares of Common Stock of the Issuer issuable upon the exercise in full of the 2015 Warrants held by DEH, which represents in the aggregate 70.7% of the number of shares of Common Stock outstanding based on 14,564,678 shares of Common Stock of the Issuer outstanding as of February 28, 2018 as disclosed in the Form 10-K, plus (i) the 409,162 shares of Common Stock issued to DEH on April 2, 2018 as payment of interest due to DEH on such date pursuant to the Credit Agreement, (ii) the 157,962 shares of Common Stock issued to certain employees of the Issuer upon the vesting of restricted stock units on March 31, 2018 (of which 38,161 shares were purchased from the Issuer by DEH on April 2, 2018 pursuant to the Employee Stock Purchase Agreement), (iii) the 2,893,693 shares of Common Stock issuable upon the conversion in full of the Preferred Stock, (iv) the 18,333,000 shares of Common Stock issuable upon the exercise in full of the Warrants, and (v) the 747,945 shares of Common Stock issuable upon the exercise in full of the 2015 Warrants. Pursuant to Rule 13d-3(d)(1)(i) of the Exchange Act, this calculation does not include shares of Common Stock not outstanding which are subject to options, warrants, rights or conversion privileges held by parties other than the Reporting Persons. Pursuant to Rule 13d-3(d)(1)(i) of the Exchange Act, this calculation does not include shares of Common Stock not outstanding which are subject to options, warrants, rights or conversion privileges held by parties other than the Reporting Persons. As disclosed in the Form 10-Q and in information provided by the Issuer to the Reporting Persons, and accounting for the recent purchase by the Reporting Persons of 2015 Warrants and shares of Preferred Stock from third parties, third parties (including the Johnson Entities) hold 6,516.45 shares of Preferred Stock convertible into approximately 3.1 million shares of Common Stock and 2015 Warrants to purchase 2.35 million shares of Common Stock. Assuming the conversion of all Preferred Stock and the exercise of all 2015 Warrants held by third parties (including the Johnson Entities), the Common Stock underlying the Warrants held directly by DEH, if fully exercised, would represent in the aggregate no less than 50.1% of the Common Stock on a fully diluted basis.

To the Reporting Persons' knowledge, none of the Covered Persons directly owns any shares of Common Stock as of April 2, 2018; provided, however, that because of each Covered Person's status as a controlling stockholder, director or executive officer of a Reporting Person, a Covered Person may be deemed to be the beneficial owner of the shares of Common Stock beneficially owned by such Reporting Person. Each of the Covered Persons disclaims beneficial ownership of the shares of Common Stock reported herein pursuant to Rule 13d-4 of the Securities Exchange Act of 1934, as amended, and the filing of this Schedule 13D shall not be construed as an admission that any such Covered Person is the beneficial owner of any securities covered by this Schedule 13D.

Each of the Reporting Persons and Covered Persons may be deemed to be a member of a "group" under Rule 13d-5 of the Exchange Act with the Johnson Entities with respect to the Common Stock of the Issuer. As disclosed in the Johnson Schedule 13D, the Johnson Entities may be deemed to beneficially own 8,294,465 shares of Common Stock, including 6,794,465 outstanding shares of Common Stock and 2015 Warrants to purchase 1,500,000 shares of Common Stock at \$3.00 per share. Each Reporting Person and Covered Person disclaims beneficial ownership of the shares of Common Stock and other securities held by the Johnson Entities pursuant to Rule 13d-4 of the Exchange Act, and the filing of this Schedule 13D shall not be construed as an admission that any such Reporting Person or Covered Person is the beneficial owner of the Common Stock or other securities held by the Johnson Entities.

- (b) The responses of the Reporting Persons to (i) Rows (7) through (10) of the cover pages of this Schedule 13D and (ii) Item 5(a) of this Item 5 are incorporated into this Item 5(b) by reference. Each of the Reporting Persons has shared power to vote, or direct the vote, and shared power to dispose, or to direct the disposition, with respect to the shares of Common Stock reported for such Reporting Person.
- (c) Except for the transactions described in Item 3 of this Schedule 13D, which are incorporated into this Item 5(c) by reference, none of the Reporting Persons nor, to their knowledge, any of the Covered Persons, has effected any transactions in Common Stock of the Issuer during the past 60 days.
- (d) No other person is known to the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of Common Stock covered by this statement on Schedule 13D.
- (e) Not applicable.

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

*Item 6 of the Schedule 13D is hereby amended to add the following information:*

A copy of the Joint Filing Agreement among the Reporting Persons is attached as Exhibit 1 hereto. The information set forth in Item 3 of this Amendment is incorporated into this Item 6 by reference.

**Item 7. Material to be Filed as Exhibits.**

*Item 7 of the Schedule 13D is hereby amended to add the following exhibits:*

<u>Exhibit No.</u>	<u>Exhibit Description</u>
1	Joint Filing Agreement, by and among the Reporting Persons, dated April 2, 2018.*
2	Stock Purchase Agreement, by and between DEH and the Issuer, dated April 2, 2018.*

\* Filed herewith.

**SIGNATURES**

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

Dated: April 2, 2018

AMC NETWORKS INC.

By: /s/ Anne G. Kelly

Name: Anne G. Kelly

Title: Senior Vice President and Secretary

RAINBOW MEDIA HOLDINGS LLC

By: /s/ Anne G. Kelly

Name: Anne G. Kelly

Title: Senior Vice President and Secretary

RAINBOW MEDIA ENTERPRISES, INC.

By: /s/ Anne G. Kelly

Name: Anne G. Kelly

Title: Senior Vice President and Secretary

RAINBOW PROGRAMMING HOLDINGS LLC

By: /s/ Anne G. Kelly

Name: Anne G. Kelly

Title: Senior Vice President and Secretary

IFC ENTERTAINMENT HOLDINGS LLC

By: /s/ Anne G. Kelly

Name: Anne G. Kelly

Title: Senior Vice President and Secretary

DIGITAL ENTERTAINMENT HOLDINGS LLC

By: /s/ Anne G. Kelly

Name: Anne G. Kelly

Title: Senior Vice President and Secretary

**JOINT FILING AGREEMENT**

This will confirm the agreement by and among all the undersigned that the Schedule 13D filed on or about this date and any amendments thereto with respect to the beneficial ownership by the undersigned of the Common Stock, par value \$0.001 per share, of RLJ Entertainment, Inc. is being filed on behalf of each of the undersigned in accordance with Rule 13d-1(k). This agreement may be executed 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.

Dated: April 2, 2018

AMC NETWORKS INC.

By: /s/ Anne G. Kelly

Name: Anne G. Kelly

Title: Senior Vice President and Secretary

RAINBOW MEDIA HOLDINGS LLC

By: /s/ Anne G. Kelly

Name: Anne G. Kelly

Title: Senior Vice President and Secretary

RAINBOW MEDIA ENTERPRISES, INC.

By: /s/ Anne G. Kelly

Name: Anne G. Kelly

Title: Senior Vice President and Secretary

RAINBOW PROGRAMMING HOLDINGS LLC

By: /s/ Anne G. Kelly

Name: Anne G. Kelly

Title: Senior Vice President and Secretary

IFC ENTERTAINMENT HOLDINGS LLC

By: /s/ Anne G. Kelly

Name: Anne G. Kelly

Title: Senior Vice President and Secretary

DIGITAL ENTERTAINMENT HOLDINGS LLC

By: /s/ Anne G. Kelly

Name: Anne G. Kelly

Title: Senior Vice President and Secretary

## STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "Agreement") is made and entered into as of April 2, 2018, by and between Digital Entertainment Holdings LLC, a Delaware limited liability company (the "Buyer"), and RLJ Entertainment, Inc., a Nevada corporation (the "Company"), which has been designated by certain employees of the Company (each, a "Seller" and collectively, the "Sellers") as their representative and agent in connection with this Agreement. The Company is entering into this Agreement solely as the representative and agent of the Sellers. Each of the undersigned is sometimes individually referred to herein as a "Party" and collectively, as the "Parties."

### RECITALS

**Whereas**, the Sellers expect to receive up to 42,054 shares of the common stock, \$0.001 par value per share (the "Common Stock"), of the Company, pursuant to grants of restricted stock units that will vest in part on March 31, 2018;

**Whereas**, the Sellers desire to sell, and Buyer desires to purchase, 38,161 shares of the Common Stock to be received by the Sellers on April 2, 2018 pursuant to such grants (collectively, the "Shares") to cover the Sellers' respective income tax withholding liabilities resulting from the vesting of such grants; and

**Whereas**, the Sellers, in separate documents, have designated the Company to act as their representative and agent in connection with their sale of the Shares on the terms set forth in this Agreement.

**Now, therefore**, in consideration of the representations, warranties, covenants and agreements set forth herein, the parties hereby agree as follows:

1. Sale and Purchase of Common Stock.

(a) The Buyer agrees to purchase from the Company (on behalf of the Sellers), and the Company (on behalf of the Sellers) agrees to sell, transfer, assign and deliver to the Buyer, the Shares on April 2, 2018 at a price per share equal to \$4.47, the closing price of the Common Stock on the NASDAQ Stock Market on March 29, 2018, for an aggregate purchase price of \$170,579.67 (the "Purchase Price"), and on such other terms and conditions set forth in this Agreement (the "Transaction").

(b) On April 2, 2018 (the "Closing Date"), the Company, on behalf of the Sellers, shall notify the Buyer of the number of Shares, and the Buyer shall pay the Purchase Price for the Shares by wiring an amount in immediately available funds equal to the Purchase Price multiplied by the number of Shares to a bank account designated by the Company on behalf of the Sellers. The Buyer shall not have any responsibility for the allocation of the payment amount among the Sellers, which shall be exclusively the responsibility of the Company, acting as representative and agent of the Sellers. On the Closing Date, the Company will (i) cause the Shares to be issued and duly registered to the Buyer in book entry form with Computershare Trust Company, N.A., the Company's transfer agent, and (ii) cause the Sellers to deliver to the Buyer properly completed and executed copies of Internal Revenue Service Form W-9.

2. Representations and Warranties of the Buyer. The Buyer represents and warrants to the Company as follows:

(a) The Buyer has all power and authority to execute and deliver this Agreement and any other instruments to be executed and delivered pursuant thereto (collectively, the "Transaction Agreements"), and to consummate the Transaction.

(b) The Transaction Agreements constitute the legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with their terms, except as such enforceability may be limited by general equitable principles or by applicable bankruptcy, insolvency, moratorium, or similar laws and judicial decisions from time to time in effect which affect creditors' rights generally.

(c) There are no agreements, contracts, understandings or commitments that would prevent the Buyer from entering into the Transaction Agreements, making any representations or warranties therein or consummating the Transaction.

(d) The Buyer has such knowledge, sophistication and experience in financial and business matters that the Buyer is capable of evaluating the merits and risks of entering into the Transaction Agreements and consummating the Transaction.

(e) The Buyer has relied solely on its own independent investigation in valuing the Shares and determining to proceed with the Transaction. The Buyer has not relied on any assertions made by the Sellers, any of their affiliates, the Company or any person representing or acting on behalf of the Sellers regarding the Company, the Sellers, the Shares or the valuation thereof.

(f) The Buyer has had access to all information regarding the Company and its present and prospective business, assets, liabilities and financial condition that the Buyer reasonably considers important in making the decision to buy the Shares, and the Buyer has had ample opportunity to ask questions of the Sellers and the Company's representatives concerning such matters and this investment decision.

(g) The Buyer has had the opportunity to consult with its own legal counsel, accounting, tax, investment and other advisors, who are unaffiliated with the Seller or the Company, with respect to the Transaction Agreements.

3. Representations and Warranties of the Company. The Company represents and warrants to the Buyer with respect to each Seller, as of the date of this Agreement and as of the Closing Date, as follows:

(a) The Seller has all power and authority to execute and deliver the Transaction Agreements and to consummate the Transaction.

(b) The Transaction Agreements constitute the legal, valid and binding obligation of the Seller, enforceable against him or her in accordance with its terms, except as such enforceability may be limited by general equitable principles or by applicable bankruptcy, insolvency, moratorium, or similar laws and judicial decisions from time to time in effect which affect creditors' rights generally.

(c) There are no agreements, contracts, understandings or commitments that would prevent the Seller from entering into the Transaction Agreements, making any representations or warranties therein or consummating the Transaction. The execution and delivery of the Transaction Agreements and the consummation of the Transaction will not (i) conflict with, or result in a breach or violation of, or constitute a default under, or result in the acceleration of, or the creation of any Encumbrance (as defined below) under, or give rise to any termination right under, any agreements, contracts, understandings or commitments to which the Seller is a party or (ii) conflict with or result in any violation of, or any termination or material impairment of any rights under, any law or order applicable to the Seller or the Seller's properties or assets.

(d) The Seller has good and marketable title to, and is the sole record and beneficial owner of, his or her Shares, which Shares are owned free and clear of any restrictions on the right to vote, sell or otherwise dispose of the Shares (other than any restrictions under federal and state securities laws), rights of first refusal, taxes, liens, pledges, charges, mortgages, or other encumbrances, options, warrants, purchase rights, contracts, commitments, equities, claims or demands, whether arising by agreement, operation of law or otherwise (collectively, "Encumbrances"). Upon consummation of the Transaction, the Buyer will acquire good, valid and marketable title to the Shares, free and clear of any Encumbrances.

(e) There are no legal, governmental or regulatory suits, actions, proceedings, arbitrations, mediations, audits, hearings, inquiries or investigations pending or, to the knowledge of the Seller, threatened against the Seller relating to the Shares or which, individually or in the aggregate, if determined adversely to the Seller, would materially adversely affect the ability of the Seller to consummate the Transaction.

(f) The Seller has such knowledge, sophistication and experience in financial and business matters that the Seller is capable of evaluating the merits and risks of entering into the Transaction Agreements and consummating the Transaction.

(g) The Seller has relied solely on his or her own independent investigation in valuing the Shares and determining to proceed with the Transaction. The Seller has not relied on any assertions made by the Buyer, any of its affiliates, or any person representing or acting on behalf of the Buyer regarding the Company, the Buyer, the Shares or the valuation thereof.

(h) Notwithstanding the provisions of Section 3(j), the Seller has had access to all information regarding the Company and its present and prospective business, assets, liabilities and financial condition that the Seller reasonably considers important in making the decision to sell the Shares, and the Seller has had ample opportunity to ask questions of the Buyer and the Company's representatives concerning such matters and this investment decision.

(i) The Seller has had the opportunity to consult (at his or her own expense) with his or her own legal counsel, accounting, tax, investment and other advisors, who are unaffiliated with the Buyer or the Company, with respect to the Transaction Agreements.

(j) The Seller acknowledges and understands that the Buyer may possess material information regarding the Company and its subsidiaries not known to the Seller ("Withheld Information") that may impact the value of the Shares and that the Buyer is not disclosing such Withheld Information to the Seller. Notwithstanding such non-disclosure, the Seller has deemed it appropriate to enter into the Transaction Agreements and to consummate the Transaction. The Seller agrees that the Buyer shall not have any liability to the Seller whatsoever due to or in connection with non-disclosure of Withheld Information in connection with the Transaction, and the Seller hereby irrevocably waives any claim that the Seller might have based on the failure of the Buyer to disclose such Withheld Information to the Seller.

4. Counterparts. This Agreement may be executed in counterparts and by facsimile, email or other electronic transmission, each of which shall be deemed to be an original but all of which together shall constitute one in the same instrument.

5. Assignment; Benefit and Burden. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by any Party hereto without the consent of the other Party, and any purported assignment in contravention hereof shall be null and void. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their executors and administrators, successors and permitted assigns.

6. Governing Law; Litigation; Forum. This Agreement will be governed by and construed in accordance with the laws of the State of New York without giving effect to that body of laws pertaining to conflict of laws. Any legal action or proceeding in connection with this Agreement or the performance hereof may be brought in the state and federal courts located in the Borough of Manhattan, City, County and State of New York, and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of such courts for the purpose of any such action or proceeding. The Parties irrevocably waive their right to jury trial in any legal action or proceeding in connection with this Agreement or the performance hereof.

7. Further Assurances. The Parties agree to execute and deliver, or cause to be executed or delivered, to the other Party such other documents or instruments and take such other action (including providing instructions to the Company's transfer agent) as may be reasonable and necessary in furtherance of the performance of the terms, covenants and conditions of this Agreement.

8. Expenses. Each Party shall bear its own expenses incurred or to be incurred in connection with the negotiation and execution of the Transaction Agreements and the consummation of the Transaction.

9. Entire Agreement.

(a) No change or modification of this Agreement shall be valid unless the same is in writing and is signed by the Parties. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the Parties. The failure of any Party at any time to insist upon strict performance of any covenant, representation or warranty herein set forth shall not be construed as a waiver of the same covenant, representation or warranty at a future time. Invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

(b) This Agreement sets forth all of the promises, agreements, understandings, covenants, warranties and representations among the Parties with respect to the sale of the Shares and the other matters herein set forth; there are no promises, agreements, understandings, covenants, warranties, representations, or written, express or implied, among the Parties with respect to the sale of the Shares or other matters other than as set forth herein; and neither Party has relied on any promises, agreements, understandings, covenants, warranties, representations of the other Party other than as set forth herein. This Agreement is intended by the Parties to be, an integration of any and all prior agreements and understandings, oral or written, with respect to the sale of the Shares.

*[Signature Page Follows]*

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

**SELLERS:**

By: RLJ Entertainment, Inc., acting as the  
Sellers' representative and agent

By: /s/ Miguel Penella  
Miguel Penella, President

**BUYER:**

Digital Entertainment Holdings LLC

By: /s/ Sean S. Sullivan  
Sean S. Sullivan, Executive Vice President  
and Chief Financial Officer

*[Signature Page to Stock Purchase Agreement]*