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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. 4)\***

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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)

**January 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 21,476,493 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 21,476,493 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 21,476,493 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 65.3% (2)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

- (1) This figure is based on 3,143,493 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 18,333,000 shares of Common Stock of the Issuer issuable upon the exercise in full of warrants (the "Warrants") held indirectly through DEH.
- (2) This calculation is based on 14,071,423 shares of Common Stock of the Issuer outstanding as of November 2, 2017 as disclosed in the Issuer's Quarterly Report on Form 10-Q filed with the U.S. Securities and Exchange Commission (the "Commission") on November 9, 2017 (the "Form 10-Q"), plus (i) the 418,255 shares of Common Stock issued to DEH on January 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 18,333,000 shares of Common Stock issuable upon the exercise in full of the Warrants as described in note 1 and (iii) the 75,000 shares of Common Stock issued to Miguel Penella, the Chief Executive Officer of the Issuer, on December 31, 2017 upon the vesting of restricted stock units (of which 22,000 shares were purchased by DEH pursuant to a Stock Purchase Agreement dated January 2, 2018 (the "Employee Stock Purchase Agreement")). Pursuant to Rule 13d-3(d)(1)(i) of the Securities Exchange Act of 1934, as amended (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, third parties hold 15,197.53 shares of preferred stock of the Issuer convertible into approximately 6 million shares of Common Stock and warrants to purchase 3.1 million shares of Common Stock. Assuming the conversion of all preferred stock and the exercise of all such warrants held by third parties, the Common Stock underlying the Warrants plus the Common Stock held directly by DEH would represent 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) 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 21,476,493 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 21,476,493 (1)
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13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 65.3% (2)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

- (1) This figure is based on 3,143,493 shares of Common Stock of the Issuer held indirectly DEH plus 18,333,000 shares of Common Stock of the Issuer issuable upon the exercise in full of the Warrants held indirectly through DEH.
- (2) This calculation is based on 14,071,423 shares of Common Stock of the Issuer outstanding as of November 2, 2017 as disclosed in the Form 10-Q, plus (i) the 418,255 shares of Common Stock issued to DEH on January 2, 2018 as payment of interest due to DEH on such date pursuant to the Credit Agreement, (ii) the 18,333,000 shares of Common Stock issuable upon the exercise in full of the Warrants as described in note 1 and (iii) the 75,000 shares of Common Stock issued to Mr. Penella on December 31, 2017 upon the vesting of restricted stock units (of which 22,000 shares were purchased by DEH pursuant to the Employee Stock Purchase Agreement). 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, third parties hold 15,197.53 shares of preferred stock of the Issuer convertible into approximately 6 million shares of Common Stock and warrants to purchase 3.1 million shares of Common Stock. Assuming the conversion of all preferred stock and the exercise of all such warrants held by third parties, the Common Stock underlying the Warrants plus the Common Stock held directly by DEH would represent 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) WC, OO (See Item 3)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
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- (1) This figure is based on 3,143,493 shares of Common Stock of the Issuer held indirectly DEH plus 18,333,000 shares of Common Stock of the Issuer issuable upon the exercise in full of the Warrants held indirectly through DEH.
- (2) This calculation is based on 14,071,423 shares of Common Stock of the Issuer outstanding as of November 2, 2017 as disclosed in the Form 10-Q, plus (i) the 418,255 shares of Common Stock issued to DEH on January 2, 2018 as payment of interest due to DEH on such date pursuant to the Credit Agreement, (ii) the 18,333,000 shares of Common Stock issuable upon the exercise in full of the Warrants as described in note 1 and (iii) the 75,000 shares of Common Stock issued to Mr. Penella on December 31, 2017 upon the vesting of restricted stock units (of which 22,000 shares were purchased by DEH pursuant to the Employee Stock Purchase Agreement). 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, third parties hold 15,197.53 shares of preferred stock of the Issuer convertible into approximately 6 million shares of Common Stock and warrants to purchase 3.1 million shares of Common Stock. Assuming the conversion of all preferred stock and the exercise of all such warrants held by third parties, the Common Stock underlying the Warrants plus the Common Stock held directly by DEH would represent no less than 50.1% of the Common Stock on a fully diluted basis.

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) WC, OO (See Item 3)	
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NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
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- (1) This figure is based on 3,143,493 shares of Common Stock of the Issuer held indirectly DEH plus 18,333,000 shares of Common Stock of the Issuer issuable upon the exercise in full of the Warrants held indirectly through DEH.
- (2) This calculation is based on 14,071,423 shares of Common Stock of the Issuer outstanding as of November 2, 2017 as disclosed in the Form 10-Q, plus (i) the 418,255 shares of Common Stock issued to DEH on January 2, 2018 as payment of interest due to DEH on such date pursuant to the Credit Agreement, (ii) the 18,333,000 shares of Common Stock issuable upon the exercise in full of the Warrants as described in note 1 and (iii) the 75,000 shares of Common Stock issued to Mr. Penella on December 31, 2017 upon the vesting of restricted stock units (of which 22,000 shares were purchased by DEH pursuant to the Employee Stock Purchase Agreement). 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, third parties hold 15,197.53 shares of preferred stock of the Issuer convertible into approximately 6 million shares of Common Stock and warrants to purchase 3.1 million shares of Common Stock. Assuming the conversion of all preferred stock and the exercise of all such warrants held by third parties, the Common Stock underlying the Warrants plus the Common Stock held directly by DEH would represent no less than 50.1% of the Common Stock on a fully diluted basis.

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) WC, OO (See Item 3)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
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NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
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- (1) This figure is based on 3,143,493 shares of Common Stock of the Issuer held indirectly DEH plus 18,333,000 shares of Common Stock of the Issuer issuable upon the exercise in full of the Warrants held indirectly through DEH.
- (2) This calculation is based on 14,071,423 shares of Common Stock of the Issuer outstanding as of November 2, 2017 as disclosed in the Form 10-Q, plus (i) the 418,255 shares of Common Stock issued to DEH on January 2, 2018 as payment of interest due to DEH on such date pursuant to the Credit Agreement, (ii) the 18,333,000 shares of Common Stock issuable upon the exercise in full of the Warrants as described in note 1 and (iii) the 75,000 shares of Common Stock issued to Mr. Penella on December 31, 2017 upon the vesting of restricted stock units (of which 22,000 shares were purchased by DEH pursuant to the Employee Stock Purchase Agreement). 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, third parties hold 15,197.53 shares of preferred stock of the Issuer convertible into approximately 6 million shares of Common Stock and warrants to purchase 3.1 million shares of Common Stock. Assuming the conversion of all preferred stock and the exercise of all such warrants held by third parties, the Common Stock underlying the Warrants plus the Common Stock held directly by DEH would represent no less than 50.1% of the Common Stock on a fully diluted basis.

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)	
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- (1) This figure is based on 3,143,493 shares of Common Stock of the Issuer held directly by DEH plus 18,333,000 shares of Common Stock of the Issuer issuable upon the exercise in full of the Warrants held directly by DEH.
- (2) This calculation is based on 14,071,423 shares of Common Stock of the Issuer outstanding as of November 2, 2017 as disclosed in the Form 10-Q, plus (i) the 418,255 shares of Common Stock issued to DEH on January 2, 2018 as payment of interest due to DEH on such date pursuant to the Credit Agreement, (ii) the 18,333,000 shares of Common Stock issuable upon the exercise in full of the Warrants as described in note 1 and (iii) the 75,000 shares of Common Stock issued to Mr. Penella on December 31, 2017 upon the vesting of restricted stock units (of which 22,000 shares were purchased by DEH pursuant to the Employee Stock Purchase Agreement). 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, third parties hold 15,197.53 shares of preferred stock of the Issuer convertible into approximately 6 million shares of Common Stock and warrants to purchase 3.1 million shares of Common Stock. Assuming the conversion of all preferred stock and the exercise of all such warrants held by third parties, the Common Stock underlying the Warrants plus the Common Stock held directly by DEH would represent no less than 50.1% of the Common Stock on a fully diluted basis.

**Item 1. Security and Issuer.**

This Amendment No. 4 (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, and Amendment No. 3 thereto, filed on October 3, 2017 (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 January 2, 2018, Digital Entertainment Holdings LLC, an indirect wholly owned subsidiary of AMC Networks Inc. ("DEH") and Miguel Penella, the Chief Executive Officer of 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 Mr. Penella 22,000 shares of Common Stock of the Issuer for an aggregate purchase price of \$80,940.20. 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 January 2, 2018, the Issuer issued 418,255 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 January 3, 2018, each of the Reporting Persons beneficially owns 3,143,493 shares of Common Stock of the Issuer held by DEH and 18,333,000 shares of Common Stock of the Issuer issuable upon the exercise in full of the Warrants held by DEH, which represents in the aggregate 65.3% of the number of shares of Common Stock outstanding based on 14,071,423 shares of Common Stock of the Issuer outstanding as of November 2, 2017 as disclosed in the Form 10-Q, plus (i) the 418,255 shares of Common Stock issued to DEH on January 2, 2018 as payment of interest due to DEH on such date pursuant to the Credit Agreement, (ii) the 18,333,000 shares of Common Stock issuable upon the exercise in full of the Warrants and (iii) the 75,000 shares of Common Stock issued to Mr. Penella on December 31, 2017 upon the vesting of restricted stock units (of which 22,000 shares were purchased by DEH pursuant to the Employee Stock Purchase Agreement). 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, third parties hold 15,197.53 shares of preferred stock of the Issuer convertible into approximately 6 million shares of Common Stock and warrants to purchase 3.1 million shares of Common Stock. Assuming the conversion of all preferred stock and the exercise of all such warrants held by third parties, the Common Stock underlying the Warrants plus the Common Stock held directly by DEH would represent 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 January 3, 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.

(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 exhibit:*

<u>Exhibit No.</u>	<u>Exhibit Description</u>
1	Joint Filing Agreement, by and among the Reporting Persons, dated January 3, 2018.*
2	Stock Purchase Agreement, by and among DEH and Miguel Penella, dated January 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: January 3, 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: January 3, 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 January 2, 2018, by and between Digital Entertainment Holdings LLC, a Delaware limited liability company ("Buyer"), and Miguel Penella ("Seller"). Each of the undersigned is sometimes individually referred to herein as a "Party" and collectively, as the "Parties."

### RECITALS

**Whereas**, the Seller received 75,000 shares of the common stock, \$0.001 par value per share (the "Common Stock"), of RLJ Entertainment, Inc., a Nevada corporation (the "Company"), pursuant to a grant of restricted stock units that vested in part on December 31, 2017;

**Whereas**, the Seller desires to sell, and Buyer desires to purchase, 22,000 shares of the Common Stock (collectively, the "Shares") received by the Seller pursuant to such grant; and

**Whereas**, the Seller intends to use the proceeds from the sale of the Shares to cover his income tax withholding liabilities resulting from the vesting of such grant.

**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 Seller, and the Seller agrees to sell, transfer, assign and deliver to the Buyer, the Shares at a price per share of \$3.6791, for an aggregate purchase price of \$80,940.20 (the "Purchase Price"), and on such other terms and conditions set forth in this Agreement (the "Transaction").

(b) The Purchase Price for the Shares shall be paid by the Buyer by wiring such amount in immediately available funds to a bank account designated by the Company on behalf of the Seller on the date of this Agreement (the "Closing Date"). On the Closing Date, the Seller 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) deliver to the Buyer a properly completed and executed Internal Revenue Service Form W-9.

#### 2. Representations and Warranties of the Buyer. The Buyer represents and warrants to the Seller 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 Seller, any of his affiliates, or any person representing or acting on behalf of the Seller regarding the Company, the Seller, 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 Seller and the Company's representatives concerning such matters and this investment decision.

(g) The Buyer has had the opportunity to consult with his 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 Seller. The Seller represents and warrants to the Buyer 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 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, the 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 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 buy 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 with his 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.

**SELLER:**

/s/ Miguel Penella

Miguel Penella

**BUYER:**

Digital Entertainment Holdings LLC

/s/ John Hsu

Name: John Hsu

Title: EVP Corp Dev and Treasurer

*[Signature Page to Stock Purchase Agreement]*