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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 5)*

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 5, 2018
(Date of Event Which Requires Filing of this Statement)

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.

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.

* 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).

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 25,796,226 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 25,796,226 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 25,796,226 (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) 70.6% (2)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

- (1) This figure is based on 3,821,588 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 shares of Common Stock with an initial exercise date of May 20, 2015 (the “2015 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 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 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”), (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 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, and accounting for the recent purchase by the Reporting Persons of 2015 Warrants and shares of Preferred Stock from third parties, third parties 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, the Common Stock underlying the Warrants and the 2015 Warrants held by DEH, plus the Common Stock issuable upon the conversion of all of the shares of Preferred Stock held by DEH, plus the Common Stock held directly by DEH, 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) 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 25,796,226 (1)
	9	SOLE DISPOSITIVE POWER 0
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13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 70.6% (2)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

- (1) This figure is based on 3,821,588 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) 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 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), (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 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, the Common Stock underlying the Warrants and the 2015 Warrants held by DEH, plus the Common Stock issuable upon the conversion of all of the shares of Preferred Stock held by DEH, plus the Common Stock held directly by DEH, 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) 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 25,796,226 (1)
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14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

- (1) This figure is based on 3,821,588 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) 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 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), (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 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, the Common Stock underlying the Warrants and the 2015 Warrants held by DEH, plus the Common Stock issuable upon the conversion of all of the shares of Preferred Stock held by DEH, plus the Common Stock held directly by DEH, 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 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)	
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 25,796,226 (1)
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	10	SHARED DISPOSITIVE POWER 25,796,226 (1)
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13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 70.6% (2)	
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- (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 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), (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 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, the Common Stock underlying the Warrants and the 2015 Warrants held by DEH, plus the Common Stock issuable upon the conversion of all of the shares of Preferred Stock held by DEH, plus the Common Stock held directly by DEH, would represent in the aggregate 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)	
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NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
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	10	SHARED DISPOSITIVE POWER 25,796,226 (1)
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13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 70.6% (2)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

- (1) This figure is based on 3,821,588 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) 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 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), (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 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, the Common Stock underlying the Warrants and the 2015 Warrants held by DEH, plus the Common Stock issuable upon the conversion of all of the shares of Preferred Stock held by DEH, plus the Common Stock held directly by DEH, would represent in the aggregate 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)	
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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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) 70.6% (2)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

- (1) This figure is based on 3,821,588 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.
- (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 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), (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 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, the Common Stock underlying the Warrants and the 2015 Warrants held by DEH, plus the Common Stock issuable upon the conversion of all of the shares of Preferred Stock held by DEH, plus the Common Stock held directly by DEH, 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. 5 (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, and Amendment No. 4 thereto, filed on January 3, 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 January 5, 2018, Digital Entertainment Holdings LLC, an indirect wholly owned subsidiary of AMC Networks Inc. ("DEH"), JH Partners Evergreen Fund, L.P., Forrestal, LLC, JH Investment Partners III, L.P. and JH Investment Partners GP Fund III, LLC (collectively, the "JHP Entities") entered into a Stock Purchase Agreement (the "Stock Purchase Agreement"). Under the terms of the Stock Purchase Agreement, DEH purchased from the JHP Entities (i) 678,095 shares of Common Stock of the Issuer, (ii) 7,479,432 shares of Series D-1 preferred stock of the Issuer (the "Preferred Stock"), and (iii) 747,945 warrants with an initial exercise date of May 20, 2015 (the "2015 Warrants") to purchase, upon full exercise of the 2015 Warrants, 747,945 shares of Common Stock from the Issuer, for an aggregate purchase price of \$17,236,947.75 (the "Transaction"). DEH funded the Transaction with cash on hand contributed by AMC Networks Inc.

As of the date of this Amendment, the 7,479,432 shares of Preferred Stock are convertible into 2,893,693 shares of Common Stock of the Issuer based on an aggregated stated value of \$8,681,068, which includes the original certificate value of \$1,000 per share of Preferred Stock plus accrued dividends on each share of Preferred Stock through April 1, 2017. Thereafter, additional dividends have been accrued daily, compounded monthly, and have been and will be paid quarterly in cash or equity at the Company's discretion.

The foregoing description of the 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 Stock Purchase Agreement filed as Exhibit 2 hereto, which is incorporated into this Item 3 by reference.

Item 5. Interest in Securities of the Issuer.

- (a) As of January 8, 2018, each of the Reporting Persons beneficially owns (i) 3,821,588 shares of Common Stock of the Issuer held by DEH, (ii) 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, (iii) 18,333,000 shares of Common Stock of the Issuer issuable upon the exercise in full of the Warrants held by DEH and (iv) 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 70.6% 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 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 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. 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 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, the Common Stock underlying the Warrants and the 2015 Warrants held by DEH, plus the Common Stock issuable upon the conversion of all of the shares of Preferred Stock held by DEH, plus the Common Stock held directly by DEH, 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 January 8, 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 exhibits:

<u>Exhibit No.</u>	<u>Exhibit Description</u>
1	Joint Filing Agreement, by and among the Reporting Persons, dated January 5, 2018.*
2	Stock Purchase Agreement, by and among DEH and the JHP Entities, dated January 5, 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 8, 2018

AMC NETWORKS INC.

By: /s/ James G. Gallagher
Name: James G. Gallagher
Title: Executive Vice President and General Counsel

RAINBOW MEDIA HOLDINGS LLC

By: /s/ James G. Gallagher
Name: James G. Gallagher
Title: Executive Vice President and General Counsel

RAINBOW MEDIA ENTERPRISES, INC.

By: /s/ James G. Gallagher
Name: James G. Gallagher
Title: Executive Vice President and General Counsel

RAINBOW PROGRAMMING HOLDINGS LLC

By: /s/ James G. Gallagher
Name: James G. Gallagher
Title: Executive Vice President and General Counsel

IFC ENTERTAINMENT HOLDINGS LLC

By: /s/ James G. Gallagher
Name: James G. Gallagher
Title: Executive Vice President and General Counsel

DIGITAL ENTERTAINMENT HOLDINGS LLC

By: /s/ James G. Gallagher
Name: James G. Gallagher
Title: Executive Vice President and General Counsel

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 5, 2018

AMC NETWORKS INC.

By: /s/ James G. Gallagher

Name: James G. Gallagher

Title: Executive Vice President and General Counsel

RAINBOW MEDIA HOLDINGS LLC

By: /s/ James G. Gallagher

Name: James G. Gallagher

Title: Executive Vice President and General Counsel

RAINBOW MEDIA ENTERPRISES, INC.

By: /s/ James G. Gallagher

Name: James G. Gallagher

Title: Executive Vice President and General Counsel

RAINBOW PROGRAMMING HOLDINGS LLC

By: /s/ James G. Gallagher

Name: James G. Gallagher

Title: Executive Vice President and General Counsel

IFC ENTERTAINMENT HOLDINGS LLC

By: /s/ James G. Gallagher

Name: James G. Gallagher

Title: Executive Vice President and General Counsel

DIGITAL ENTERTAINMENT HOLDINGS LLC

By: /s/ James G. Gallagher

Name: James G. Gallagher

Title: Executive Vice President and General Counsel

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement"), dated as of January 5, 2018, is entered into by and among Digital Entertainment Holdings LLC, a Delaware limited liability company ("Purchaser"), and each of the legal entities set forth on Exhibit A (each, a "Seller" and collectively, the "Sellers").

RECITALS

WHEREAS, each Seller desires to sell, and Purchaser desires to purchase, the number of (i) shares of common stock, par value \$0.001 per share (the "Common Stock"), of RLJ Entertainment, Inc., a Nevada corporation (the "Company"), (ii) shares of Series D-1 preferred stock of the Company, par value \$0.001 per share (the "Preferred Stock"), and (iii) warrants to purchase shares of Common Stock of the Company with an adjusted exercise price of \$1.50 per share issued by the Company on May 20, 2015 (each, a "Warrant"), each set forth opposite such Seller's name on Exhibit A (collectively, the "Securities"), on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein, the parties agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

Section 1.1 Certain Definitions. As used in this Agreement, the following terms have the meanings set forth below:

"Affiliate" of a Person is any other Person that directly or indirectly controls, is controlled by, or is under common control with such specified Person, and "Affiliated" shall have a correlative meaning. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, as trustee or executor, by contract or any other means.

"Bankruptcy and Equity Limitation" means (i) Laws of general applicability relating to bankruptcy, insolvency, reorganization, moratorium or similar Laws relating to or affecting generally the enforcement of creditors' interests and (ii) the availability of equitable remedies (whether in a Proceeding in equity or at Law).

"Business Day" means any day, other than a Saturday or Sunday, on which commercial banks are not required or authorized to close in New York, New York.

"Contract" means any agreement, obligation, contract, license, indenture or other binding arrangement, whether written or oral.

“**Encumbrance**” means any lien, pledge, charge, security interest, option, mortgage, right of refusal or offer, claim, restriction on transfer (but excluding any transfer restrictions under applicable federal and state securities laws), restriction on voting (including any voting agreement or proxy) or other encumbrance or charge of any kind, whether arising by agreement, operation of Law or otherwise.

“**Governmental Entity**” means any U.S. or non-U.S. (i) federal, state, local, municipal or other government, (ii) governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department, official or entity and any court or other tribunal), (iii) body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, including any arbitral tribunal and self-regulatory organizations, or (iv) any national securities exchange or national quotation system.

“**Law**” means any applicable U.S. or non-U.S. federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, Order, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Entity.

“**Order**” means any order, judgment, injunction, decree or other legal restraint.

“**Person**” means any natural person, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, foundation, unincorporated organization or government or other agency or political subdivision thereof, or any other entity or group comprised of two or more of the foregoing.

“**Proceeding**” means any suit, action, proceeding, arbitration, mediation, audit, hearing or, to the knowledge of the Person in question, inquiry or investigation (in each case, whether civil, criminal, administrative, investigative, formal or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Entity.

Section 1.2 Additional Definitions.

Agreement	Preamble
Chosen Courts	Section 6.3(b)
Closing	Section 2.2
Common Stock	Recitals
Company	Preamble
Preferred Stock	Recitals
Purchase Price	Section 2.1
Purchaser	Preamble
Securities	Recitals
Seller	Preamble
Sellers	Preamble
Transaction	Section 2.1
Warrant	Recitals
Withheld Information	Section 3.1(k)

ARTICLE II

THE TRANSACTION; THE CLOSING

Section 2.1 The Transaction. On the terms and subject to the conditions set forth herein, each Seller agrees to sell and transfer all of the Securities set forth opposite such Seller's name on Exhibit A, and Purchaser agrees to purchase all such Securities, free and clear of any Encumbrance (collectively, the "Transaction"). The purchase price to be paid by Purchaser is \$4.25 per share of Common Stock (or share of Common Stock underlying each share of Preferred Stock) and \$2.75 for each share of Common Stock underlying each Warrant, plus accrued and unpaid dividends on the shares of Preferred Stock, for an aggregate purchase price of \$17,236,947.75 (the "Purchase Price").

Section 2.2 The Closing. The closing of Transaction (the "Closing") shall take place at the offices of Sullivan & Cromwell LLP, 125 Broad Street, New York, New York, as promptly as practicable after the date hereof.

Section 2.3 Closing Deliveries.

(a) Deliveries by Purchaser. At the Closing, Purchaser shall deliver, or cause to be delivered, to each Seller the aggregate purchase price set forth opposite such Seller's name on Exhibit A, in immediately available funds by wire transfer to the bank account designated by such Seller on Exhibit B.

(b) Deliveries by each Seller. At or prior to the Closing, each Seller shall deliver, or cause to be delivered, to Purchaser such Seller's Securities (including a written statement from Computershare Trust Company, N.A., the transfer agent for the Company, confirming that the Securities have been duly registered in the name, and delivered to the account, of Purchaser).

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of each Seller. Each Seller, severally and not jointly, represents and warrants to Purchaser as to itself only:

(a) Organization; Good Standing. Each Seller is (i) duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization and (ii) duly qualified to do business, and is in good standing, under the Laws of each other jurisdiction in which it operates so as to require such qualification, except, in the case of clause (ii), where the failure to be so qualified or in good standing would not, individually or in the aggregate, be reasonably expected to materially delay or prevent the consummation of the Transaction.

(b) Power and Authority. Each Seller has the requisite power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Agreement.

(c) Execution and Delivery. This Agreement has been duly and validly executed and delivered by each Seller and, once duly and validly executed and delivered by Purchaser, will constitute its valid and binding obligation, enforceable against each Seller in accordance with its terms, except as such enforceability may be limited by the Bankruptcy and Equity Limitation.

(d) Ownership of Securities. Exhibit A sets forth opposite each Seller's name a complete and correct list of the Securities to be sold by each Seller pursuant to this Agreement. Each Seller is the record and beneficial owner of the Securities set forth opposite each Seller's name in Exhibit A, free and clear of all Encumbrances and each Seller has full power and authority to sell such Securities.

(e) No Conflict. The execution and delivery of this Agreement and the performance by each Seller of its obligations hereunder and compliance by each Seller with all of the provisions hereof and the consummation of the Transaction by each Seller shall not (i) conflict with, or result in any breach or violation of, any of the terms or provisions of, or constitute a default under, or result in the acceleration of, or the creation of any Encumbrance under, or give rise to any termination right under, any material Contract to which such Seller is a party, (ii) result in any violation or breach of any provisions of the organizational documents of such Seller or (iii) conflict with or result in any violation of, or any termination or material impairment of any rights under, any Law, license or authorization of any Governmental Entity having jurisdiction over such Seller or any of such Seller's properties or assets, except with respect to each of (i), (ii) and (iii), such conflicts, violations or defaults as would not be reasonably expected to have a material adverse effect on the ability of each Seller to consummate the Transaction.

(f) Contracts. There is no existing option, warrant, call, right or Contract of any character to which any Seller is a party requiring, and there are no securities outstanding which upon conversion or exchange would require, the sale or transfer of (or the making of an offer to sell or transfer) any Seller's Securities. No Seller is a party to any Contract with respect to the voting, redemption, sale, transfer or other disposition of such Seller's Securities.

(g) Consents and Approvals. No consent, approval, Order, authorization, registration or qualification of or with any Governmental Entity having jurisdiction over each Seller is required in connection with the execution and delivery by each Seller of this Agreement or the consummation of the Transaction, except where the failure to obtain the foregoing would not reasonably be expected to have a material adverse effect on the ability of each Seller to consummate the Transaction.

(h) Legal Proceedings. As of the date hereof, there are no legal, governmental or regulatory Proceedings pending or, to the knowledge of any Seller, threatened against any of the Sellers relating to the Sellers' Securities or which, individually or in the aggregate, if determined adversely to such Seller, would materially adversely affect the ability of any Seller to consummate the Transaction.

(i) No Broker's Fees. No Seller is a party to any Contract or understanding with any Person that would give rise to a valid claim against Purchaser for an investment banking fee, commission, finder's fee or like payment in connection with the Transaction.

(j) Sophistication of the Seller.

(i) Each Seller has such knowledge, sophistication and experience in financial and business matters that such Seller is capable of evaluating the merits and risks of entering into this Agreement and consummating the Transaction.

(ii) Each Seller has relied solely on its own independent investigation in valuing such Seller's Securities and determining to proceed with the Transaction. Each Seller has not relied on any assertions made by Purchaser, any of its Affiliates, or any Person representing or acting on behalf of Purchaser regarding the Company, such Seller's Securities or the valuation thereof.

(iii) Notwithstanding the provisions of Section 3.1(k), each Seller has or has access to all information that it believes to be necessary, sufficient or appropriate in connection with the Transaction. Each Seller has previously undertaken such independent investigation of the Company as in its judgment is appropriate to make an informed decision with respect to the Transaction, and each Seller has made its own decision to consummate the Transaction based on its own independent review and consultations with such investment, legal, tax, accounting and other advisers as it has deemed necessary and without reliance on any express or implied representation or warranty of the Purchaser.

(iv) Each Seller understands and acknowledges that, except as otherwise set forth in Section 3.2, Purchaser makes no representation or warranty to it, express or implied, with respect to the Company, the Securities, the Transaction or the accuracy, completeness or adequacy of any publicly available information regarding the Company or its Affiliates, nor shall Purchaser be liable for any loss or damages of any kind resulting from the use of any information (other than the representations and warranties set forth in Section 3.2) supplied to each Seller.

(v) Each Seller hereby expressly releases Purchaser and its members, directors, officers, employees, agents and Affiliates from any and all liabilities arising from or in connection with the disclosure of any information in connection with the Transaction (including with respect to the accuracy of information or the failure to disclose information), and each Seller hereby agrees to make no claim (and it hereby waives and releases all claims that it may otherwise have) against Purchaser and its members, directors, officers, employees, agents and Affiliates from or in connection with the disclosure of any information in connection with the Transaction (including with respect to the accuracy of information or the failure to disclose information) whether arising before, in connection with or after the date of this Agreement. Each Seller hereby agrees that the release and waiver contained in this paragraph is unconditional and irrevocable.

(k) Disclosure of Information. Each Seller acknowledges and understands that, as of the date hereof, Purchaser may possess material information regarding the Company and its subsidiaries not known to such Seller (“Withheld Information”) that may impact the value of the Securities and that Purchaser is not disclosing such Withheld Information to such Seller. Notwithstanding such non-disclosure, each Seller has deemed it appropriate to enter into this Agreement and to consummate the transactions contemplated hereby. Each Seller agrees that Purchaser shall not have any liability to such Seller whatsoever due to or in connection with non-disclosure of Withheld Information in connection with the transactions contemplated hereby, and each Seller hereby irrevocably waives any claim that such Seller might have based on the failure of the Purchaser to disclose such Withheld Information to the Seller.

(l) No Other Representations or Warranties. Except for the representations and warranties made by the Sellers in this Section 3.1, neither the Sellers nor any other Person on behalf of the Sellers makes any representation or warranty with respect to the Sellers or any of their respective assets, liabilities, condition (financial or otherwise) or prospects.

(m) Acknowledgement. Each Seller acknowledges that Purchaser is relying on the representations and agreements set forth in this Section 3.1 in engaging in the Transaction, and would not engage in the Transaction in the absence of such representations and agreements. Each Seller acknowledges that (i) neither Purchaser nor any Person on behalf of Purchaser is making any representations or warranties whatsoever, express or implied, beyond those expressly made by Purchaser in Section 3.2 and (ii) such Seller has not been induced by, or relied upon, any representations, warranties or statements (written or oral), whether express or implied, made by any Person, that are not expressly set forth in Section 3.2.

Section 3.2 Representations and Warranties of Purchaser. Purchaser represents and warrants to the Sellers:

(a) Organization; Good Standing. Purchaser is (i) duly organized and is validly existing and in good standing under the Laws of its jurisdiction of organization and (ii) duly qualified to do business, and is in good standing, under the Laws of each other jurisdiction in which it operates so as to require such qualification, except, in the case of clause (ii), where the failure to be so qualified or in good standing would not, individually or in the aggregate, be reasonably expected to materially delay or prevent the consummation of the Transaction.

(b) Power and Authority. Purchaser has the requisite power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Agreement.

(c) Execution and Delivery. This Agreement has been duly and validly executed and delivered by Purchaser and, once duly and validly executed and delivered by each Seller, will constitute its valid and binding obligation, enforceable against Purchaser in accordance with its terms, except as such enforceability may be limited by the Bankruptcy and Equity Limitation.

(d) No Conflict. The execution and delivery of this Agreement and the performance by Purchaser of its obligations hereunder and compliance by Purchaser with all of the provisions hereof and the consummation of the Transaction shall not (i) conflict with, or result in any breach or violation of, any of the terms or provisions of, or constitute a default under, or result in the acceleration of, or the creation of any Encumbrance under, or give rise to any termination right under, any material Contract to which Purchaser is a party, (ii) result in any violation or breach of any provisions of the organizational documents of Purchaser, or (iii) conflict with or result in any violation of, or any termination or material impairment of any rights under, any Law, license or authorization of any Governmental Entity having jurisdiction over Purchaser or its properties or assets, except with respect to each of (i), (ii) and (iii), such conflicts, violations or defaults as would not be reasonably expected to have a material adverse effect on the ability of Purchaser to consummate the Transaction.

(e) Consents and Approvals. No consent, approval, Order, authorization, registration or qualification of or with any Governmental Entity having jurisdiction over Purchaser is required in connection with the execution and delivery by Purchaser of this Agreement or the consummation of the Transaction, except where the failure to obtain the foregoing would not reasonably be expected to have a material adverse effect on the ability of the Purchaser to consummate the Transaction.

(f) Sophistication of Purchaser.

(i) Purchaser has such knowledge, sophistication and experience in financial and business matters that Purchaser is capable of evaluating the merits and risks of entering into this Agreement and consummating the Transaction.

(ii) Purchaser has relied solely on its own independent investigation in valuing the Securities and determining to proceed with the Transaction. Purchaser has not relied on any assertions made by any Seller, any of their respective Affiliates, or any Person representing or acting on behalf of any Seller regarding the Company, the Sellers, the Securities or the valuation thereof.

(iii) Purchaser has or has access to all information that it believes to be necessary, sufficient or appropriate in connection with the Transaction. Purchaser has previously undertaken such independent investigation of the Company as in its judgment is appropriate to make an informed decision with respect to the Transaction, and Purchaser has made its own decision to consummate the Transaction based on its own independent review and consultations with such investment, legal, tax, accounting and other advisers as it has deemed necessary and without reliance on any express or implied representation or warranty of any Seller.

(iv) Purchaser understands and acknowledges that, except as otherwise set forth in Section 3.1, the Sellers make no representation or warranty to it, express or implied, with respect to the Company, the Securities, the Transaction or the accuracy, completeness or adequacy of any publicly available information regarding the Company or its Affiliates, nor shall any Seller be liable for any loss or damages of any kind resulting from the use of any information (other than the representations and warranties set forth in Section 3.1) supplied to Purchaser.

(v) Purchaser hereby expressly releases each Seller and its members, directors, partners, officers, employees, agents and Affiliates from any and all liabilities arising from or in connection with the disclosure of any information in connection with the Transaction (including with respect to the accuracy of information or the failure to disclose information), and Purchaser hereby agrees to make no claim (and it hereby waives and releases all claims that it may otherwise have) against each Seller and its members, directors, partners, officers, employees, agents and Affiliates from or in connection with the disclosure of any information in connection with the Transaction (including with respect to the accuracy of information or the failure to disclose information) whether arising before, in connection with or after the date of this Agreement. Purchaser hereby agrees that the release and waiver contained in this paragraph is unconditional and irrevocable.

(g) No Other Representations or Warranties. Except for the representations and warranties made by Purchaser in this Section 3.2, neither Purchaser nor any other Person on behalf of Purchaser makes any representation or warranty with respect to Purchaser or its assets, liabilities, condition (financial or otherwise) or prospects.

(h) Acknowledgement. Purchaser acknowledges that each Seller is relying on the representations and agreements set forth in this Section 3.2 in engaging in the Transaction, and would not engage in the Transaction in the absence of such representations and agreements. Purchaser acknowledges that (i) none of the Sellers nor any Person on behalf of any of the Sellers is making any representations or warranties whatsoever, express or implied, beyond those expressly given by the Sellers in Section 3.1 of this Agreement and (ii) Purchaser has not been induced by, or relied upon, any representations, warranties or statements (written or oral), whether express or implied, made by any Person, that are not expressly set forth in Section 3.1 of this Agreement.

ARTICLE IV

COVENANTS

Section 4.1 Further Assurances. The parties agree to use commercially reasonable efforts to execute and deliver, or cause to be executed and delivered, such further instruments or documents or take such other action (including providing instructions to the Company's transfer agent or other custodians of the Sellers' Securities) as may be reasonably necessary (or as reasonably requested by another party) to consummate the Transaction.

ARTICLE V

SURVIVAL

Section 5.1 Survival of Seller Representations and Warranties. The representations and warranties of the Sellers contained in or made pursuant to this Agreement shall survive in full force and effect until the first anniversary of the time at which such representations and warranties were made, at which time they shall terminate; provided, however, that the representations and warranties of the Sellers contained in or made pursuant to Section 3.1(a) (Organization; Good Standing), Section 3.1(b) (Power and Authority), Section 3.1(d) (Ownership of Securities), Section 3.1(e) (No Conflict), Section 3.1(j) (Sophistication of the Seller) and Section 3.1(k) (Disclosure of Information) shall survive in full force and effect until the third anniversary of the time at which such representations and warranties were made, at which time they shall terminate.

Section 5.2 Survival of Purchaser Representations and Warranties. The representations and warranties of the Purchaser contained in or made pursuant to this Agreement shall survive in full force and effect until the first anniversary of the time at which such representations and warranties were made, at which time they shall terminate; provided, however, that the representations and warranties of the Purchaser contained in or made pursuant to Section 3.1(a) (Organization; Good Standing), Section 3.1(b) (Power and Authority), Section 3.1(e) (No Conflict) and Section 3.1(j) (Sophistication of the Purchaser) shall survive in full force and effect until the third anniversary of the time at which such representations and warranties were made, at which time they shall terminate.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given if given in the manner, and be deemed given at times, as follows: (x) on the date delivered, if personally delivered; (y) upon being sent, if delivered by email; or (z) on the next Business Day after being sent by recognized overnight mail service specifying next business day delivery, in each case with delivery charges pre-paid and addressed to the following addresses:

(a) If to any Seller, to:

c/o JH Evergreen Management, LLC
451 Jackson Street; Floor 3
San Francisco, CA 94111
Attention: Stephen B. Baus
Email: baus@jhpartners.com

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
555 California Street
San Francisco, California 94104
Attn: Jeremy Veit, P.C.
Email: jeremy.veit@kirkland.com

(b) If to Purchaser to:

Digital Entertainment Holdings LLC
c/o AMC Networks Inc.
11 Pennsylvania Plaza
New York, NY, 10001
Attn: General Counsel
Email: Jamie.Gallagher@amcnetworks.com

with a copy (which shall not constitute notice) to:

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Attn: Brian E. Hamilton
Email: hamiltob@sullcrom.com

Section 6.2 Assignment; Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by any party hereto without the prior written consent of each other party. Any purported assignment in contravention hereof shall be null and void. Subject to the preceding two sentences, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, this Agreement, or Purchaser's rights, interests or obligations hereunder (including the right to receive the Securities pursuant to this Agreement), may be assigned or transferred, in whole or in part, by Purchaser to one or more of its Affiliates; provided that no such assignment shall release Purchaser from its obligations hereunder. This Agreement (including the documents and instruments referred to herein) is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth in Section 3.1 and Section 3.2.

Section 6.3 Governing Law; Jurisdiction.

(a) This Agreement shall be governed and construed in accordance with the Laws of the State of New York, without regard to any applicable conflicts of law principles.

(b) Each party agrees that it will bring any action or proceeding in respect of any claim arising out of or related to this Agreement or the transactions contemplated hereby exclusively in any federal or state court located in the State of New York (the "Chosen Courts"), and, solely in connection with claims arising under this Agreement or the transactions that are the subject of this Agreement, (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party and (iv) agrees that service of process upon such party in any such action or proceeding will be effective if notice is given in accordance with Section 6.1.

Section 6.4 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE

EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE EXTENT PERMITTED BY LAW AT THE TIME OF INSTITUTION OF THE APPLICABLE LITIGATION, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 6.4.

Section 6.5 Interpretation; Headings. The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement shall not be interpreted or construed to require any Person to take any action, or fail to take any action, if to do so would violate any applicable Law.

Section 6.6 Construction. Unless the context otherwise requires, as used in this Agreement: (i) "including" and its variants mean "including, without limitation" and its variants; (ii) references herein to a particular Person includes such Person's permitted successors and assigns; (iii) words defined in the singular have the parallel meaning in the plural and vice versa; (iv) references to "written" or "in writing" include in visual electronic form; (v) words of one gender shall be construed to apply to each gender; (vi) the terms "Article," "Section" and "Exhibit" refer to the specified Article, Section or Exhibit of this Agreement; (vii) the terms "Dollars" and "\$" mean United States Dollars; (viii) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not mean simply "if"; and (ix) the terms "hereunder," "hereof," "hereto" and words of similar import shall refer to this Agreement as a whole and not to any particular Article, Section, paragraph or clause of this Agreement.

Section 6.7 Entire Agreement. This Agreement (including the exhibits hereto and the documents and instruments referred to in this Agreement) constitutes the entire agreement of the parties and supersedes all prior agreements, arrangements or understandings, whether written or oral, between the parties with respect to the subject matter of this Agreement.

Section 6.8 Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other party (including via email or other electronic transmission), it being understood that each party need not sign the same counterpart.

Section 6.9 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction such that the invalid, illegal or unenforceable provision or portion thereof shall be interpreted to be only so broad as is enforceable.

Section 6.10 Expenses. Each party shall bear its own expenses incurred or to be incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the Transaction.

Section 6.11 Waivers and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege pursuant to this Agreement shall operate as a waiver thereof, nor shall any waiver of the part of any party of any right, power or privilege pursuant to this Agreement, nor shall any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any party otherwise may have at Law or in equity.

Section 6.12 Certain Remedies.

(a) Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement or of any other agreement between them with respect to the Transaction were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, in addition to any other applicable remedies at Law or equity, the parties shall be entitled to an injunction or injunctions, without proof of damages, to prevent breaches of this Agreement or of any other agreement between them with respect to the Transaction and to enforce specifically the terms and provisions of this Agreement.

(b) No Consequential Damages. To the fullest extent permitted by applicable Law, the parties shall not assert, and hereby waive, any claim or any such damages, whether or not accrued and whether or not known or suspected to exist in its favor, against any other party and its respective Affiliates, members, members' Affiliates, officers, directors, partners, trustees, employees, attorneys and agents on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on Contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, or as a result of, this Agreement or of any other agreement between them with respect to the Transaction.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

PURCHASER:

DIGITAL ENTERTAINMENT HOLDINGS LLC

By: /s/ John Hsu

Name: John Hsu

Title: EVP Corp Dev and Treasurer

[Signature Page to Stock Purchase Agreement]

SELLERS:

By: /s/ Stephen B. Baus

JH Partners Evergreen Fund, L.P., by JH Evergreen Management, LLC, its General Partner by:
Name: Stephen B. Baus
Title: CFO

By: /s/ Stephen B. Baus

Forrestal, LLC, by JH Evergreen Management, LLC, is Manager by:
Name: Stephen B. Baus
Title: CFO

By: /s/ Stephen B. Baus

JH Investment Partners III, L.P. , by JH Evergreen Management, LLC, its General Partner by:
Name: Stephen B. Baus
Title: CFO

By: /s/ Stephen B. Baus

JH Investment Partners GP Fund III, LLC, by JH Evergreen Management, LLC, is Manager by:
Name: Stephen B. Baus
Title: CFO

[Signature Page to Stock Purchase Agreement]

EXHIBIT A

SELLERS' SECURITIES

<u>Seller Name</u>	<u>Common Stock Shares</u>	<u>Series D-1 Preferred Stock Shares</u>	<u>Warrants</u>	<u>Total Purchase Price (\$)</u>
JH Partners Evergreen Fund, L.P.	509,367	6,520.915	561,829	\$12,947,802.42
Forrestal, LLC	68,189	872.956	75,212	\$ 1,733,323.92
JH Investment Partners III, L.P.	68,889	881.933	75,986	\$ 1,751,144.83
JH Investment Partners GP Fund III, LLC	31,650	405.275	34,918	\$ 804,676.58
Total	678,095	8,681.079	747,945	\$17,236,947.75

EXHIBIT B

WIRE INSTRUCTIONS

Seller

Wire Instructions

JH Partners Evergreen Fund, L.P.

JH Partners Evergreen Fund, L.P.

Name of Bank: First Republic Bank
City and State: San Francisco, CA
ABA Number: 321081669
Beneficiary: JH Partners Evergreen Fund, L.P.
Account: 80000582156

Forrestal, LLC

Forrestal LLC

Name of Bank: First Republic Bank
City and State: San Francisco, CA
ABA Number: 321081669
Beneficiary: Forrestal, LLC
Account: 80001616540

JH Investment Partners III, L.P.

JH Investment Partners III, L.P.

Name of Bank: First Republic Bank
City and State: San Francisco, CA
ABA Number: 321081669
Beneficiary: JH Investment Partners III, L.P.
Account: 80000582099

JH Investment Partners GP Fund III, LLC

JH Investment Partners GP Fund III, LLC

Name of Bank: First Republic Bank
City and State: San Francisco, CA
ABA Number: 321081669
Beneficiary: JH Investment Partners GP Fund III, LLC
Account: 80000582081