

U.S. SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-A

**FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES
PURSUANT TO SECTION 12(b) OR 12(g) OF THE
SECURITIES EXCHANGE ACT OF 1934**

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State of Incorporation or Organization)

81-2560811

(I.R.S. Employer Identification No.)

**132 E. Putnam Avenue, Floor 2W
Cos Cob, Connecticut**

(Address of Principal Executive Offices)

06807

(Zip Code)

If this form relates to the registration of a class of securities pursuant to Section 12(b) of the Exchange Act and is effective pursuant to General Instruction A.(c), please check the following box.

If this form relates to the registration of a class of securities pursuant to Section 12(g) of the Exchange Act and is effective pursuant to General Instruction A.(d), please check the following box.

Securities Act registration statement file number to which this form relates:

(If applicable)

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

Title of Each Class
to be Registered

Name of Each Exchange on Which
Each Class is to be Registered

**Redeemable warrants, each 11.494 warrants exercisable for one share
of common stock at an exercise price of \$132.18 per share**

The Nasdaq Stock Market LLC

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

None

(Title of Class)

Item 1. Description of Registrant’s Securities to be Registered.

The securities to be registered hereby are warrants (“Warrants”) of Chicken Soup for the Soul Entertainment, Inc. (the “Company”). The Company assumed the Warrants in its acquisition of Redbox Entertainment, Inc. f/k/a Seaport Global Acquisition Corp. (“Redbox”) consummated August 11, 2022 (the “Acquisition”). As part of the Acquisition, each share of Redbox Class A common stock was cancelled and automatically deemed for all purposes to represent the right to receive a number of shares of Company Class A common stock, par value \$0.0001 per share, equal to 0.087 multiplied by one share (the “Exchange Ratio”). Prior to the Acquisition, each Warrant entitled the registered holder thereof to purchase one whole share of Redbox Class A common stock, par value \$0.0001 per share at a price of \$11.50 per share, subject to adjustment. As a result of the Acquisition and adjustment caused thereby, 11.494 Warrants are required to purchase one whole share of Company Class A common stock at a price of \$132.18 per share, subject to adjustment. This new exercise price was calculated by dividing the pre-Acquisition \$11.50 per-share exercise price of the Warrants by the Exchange Ratio.

Pursuant to that certain warrant agreement, dated as of November 27, 2020 by and between Redbox and Continental Stock Transfer & Trust Company as warrant agent (as amended by that certain Warrant Assumption and Amendment Agreement, dated as of August 11, 2022, by and between the Company, Redbox and Continental Stock Transfer & Trust Company as warrant agent, the “Warrant Agreement”), a warrant holder may exercise its Warrants only for a whole number of shares of Company Class A common stock. The Warrants will expire October 22, 2026, at 5:00 p.m., New York City time, or earlier upon redemption or liquidation.

The Company may call the Warrants for redemption:

- in whole and not in part;
- at a price of \$0.01 per Warrant;
- upon not less than 30 days’ prior written notice of redemption (the “30-day redemption period”) to each Warrant holder; and
- if, and only if, the reported last sale price of the Company Class A common stock equals or exceeds \$206.90 per share (the “Redemption Trigger Price”) (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within a 30-trading day period ending three business days before the Company sends the notice of redemption to the warrant holders. The Redemption Trigger Price was calculated by dividing the pre-Acquisition \$18.00 per share Redemption Trigger Price by the Exchange Ratio.

The Company has established the last of the redemption criteria discussed above to prevent a redemption call unless there is at the time of the call a significant premium to the Warrant exercise price. If the foregoing conditions are satisfied and the Company issues a notice of redemption of the Warrants, each Warrant holder will be entitled to exercise its Warrant prior to the scheduled redemption date. However, the price of the Company Class A common stock may fall below the \$206.90 Redemption Trigger Price (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) as well as the \$132.18 Warrant exercise price after the redemption notice is issued.

If the Company calls the Warrants for redemption as described above, the Company's management will have the option to require any holder that wishes to exercise its Warrant to do so on a "cashless basis." In determining whether to require all holders to exercise their Warrants on a "cashless basis," the Company's management will consider, among other factors, the Company's cash position, the number of Warrants that are outstanding and the dilutive effect on the Company's stockholders of issuing the maximum number of shares of Company Class A common stock issuable upon the exercise of the Warrants. If management takes advantage of this option, all holders of Warrants would pay the exercise price by surrendering their Warrants for that number of shares of Company Class A common stock equal to the quotient obtained by dividing (x) the product of the number of shares of Company Class A common stock underlying the Warrants, multiplied by the difference between the exercise price of the Warrants and the "fair market value" (defined below) by (y) the fair market value. The "fair market value" shall mean the average reported last sale price of the Company Class A common stock for the 10 trading days ending on the third trading day prior to the date on which the notice of redemption is sent to the holders of warrants. If management takes advantage of this option, the notice of redemption will contain the information necessary to calculate the number of shares of Company Class A common stock to be received upon exercise of the warrants, including the "fair market value" in such case. Requiring a cashless exercise in this manner will reduce the number of shares to be issued and thereby lessen the dilutive effect of a Warrant redemption. The Company believes this feature is an attractive option to it if it does not need the cash from the exercise of the Warrants. If the Company calls the Warrants for redemption and its management does not take advantage of this option, Seaport Global SPAC, LLC, a Delaware limited liability company ("Seaport") and its permitted transferees would still be entitled to exercise those certain Warrants they purchased in a private placement prior to the Acquisition (the "Private Placement Warrants") for cash or on a cashless basis using the same formula described above that other Warrant holders would have been required to use had all Warrant holders been required to exercise their Warrants on a cashless basis, as described in more detail below.

A holder of a Warrant may notify the Company in writing in the event it elects to be subject to a requirement that such holder will not have the right to exercise such warrant, to the extent that after giving effect to such exercise, such person (together with such person's affiliates), to the warrant agent's actual knowledge, would beneficially own in excess of 4.9% or 9.8% (or such other amount as a holder may specify) of the shares of Company Class A common stock outstanding immediately after giving effect to such exercise.

If the number of outstanding shares of Company Class A common stock is increased by a stock dividend payable in shares of Company Class A common stock, or by a split-up of shares of Company Class A common stock or other similar event, then, on the effective date of such stock dividend, split-up or similar event, the number of shares of Company Class A common stock issuable on exercise of each warrant will be increased in proportion to such increase in the outstanding shares of Company Class A common stock. A rights offering to holders of shares of Company Class A common stock entitling holders to purchase shares of Company Class A common stock at a price less than the fair market value (as defined below) will be deemed a stock dividend of a number of shares of Company Class A common stock equal to the product of (i) the number of shares of Company Class A common stock actually sold in such rights offering (or issuable under any other equity securities sold in such rights offering that are convertible into or exercisable for Company Class A common stock) and (ii) one (1) minus the quotient of (x) the price per share of Company Class A common stock paid in such rights offering divided by (y) the fair market value. For these purposes (i) if the rights offering is for securities convertible into or exercisable for Company Class A common stock, in determining the price payable for Company Class A common stock, there will be taken into account any consideration received for such rights, as well as any additional amount payable upon exercise or conversion and (ii) "fair market value" means the volume weighted average price of Company Class A common stock as reported during the ten (10) trading-day period ending on the trading day prior to the first date on which the shares of Company Class A common stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive such rights.

In addition, if the Company, at any time while the Warrants are outstanding and unexpired, pays a dividend or makes a distribution in cash, securities or other assets to the holders of shares of Company Class A common stock on account of such shares of Company Class A common stock (or other shares of the Company's capital stock into which the Warrants are convertible), other than (a) as described above or (b) certain ordinary cash dividends, then the Warrant exercise price will be decreased, effective immediately after the effective date of such event, by the amount of cash and/or the fair market value of any securities or other assets paid on each share of Company Class A common stock in respect of such event.

If the number of outstanding shares of Company Class A common stock is decreased by a consolidation, combination, reverse stock split or reclassification of shares of Company Class A common stock or other similar event, then, on the effective date of such consolidation, combination, reverse stock split, reclassification or similar event, the number of shares of Company Class A common stock issuable on exercise of each warrant will be decreased in proportion to such decrease in outstanding shares of Company Class A common stock.

Whenever the number of shares of Company Class A common stock purchasable upon the exercise of the Warrants is adjusted, as described above, the Warrant exercise price will be adjusted by multiplying the Warrant exercise price immediately prior to such adjustment by a fraction (x) the numerator of which will be the number of shares of Company Class A common stock purchasable upon the exercise of the warrants immediately prior to such adjustment, and (y) the denominator of which will be the number of shares of Company Class A common stock so purchasable immediately thereafter.

In case of any reclassification or reorganization of the outstanding shares of Company Class A common stock (other than those described above or that solely affects the par value of such shares of Company Class A common stock), or in the case of any merger or consolidation of the Company with or into another corporation (other than a consolidation or merger in which the Company is the continuing corporation and that does not result in any reclassification or reorganization of its outstanding shares of Company Class A common stock), or in the case of any sale or conveyance to another corporation or entity of the assets or other property of the Company as an entirety or substantially as an entirety in connection with which the Company is dissolved, the holders of the warrants will thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in the warrants and in lieu of the shares of Company Class A common stock immediately theretofore purchasable and receivable upon the exercise of the rights represented thereby, the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the holder of the warrants would have received if such holder had exercised their Warrants immediately prior to such event. If less than 70% of the consideration receivable by the holders of shares of Company Class A common stock in such a transaction is payable in the form of Company Class A common stock in the successor entity that is listed for trading on a national securities exchange or is quoted in an established over-the-counter market, or is to be so listed for trading or quoted immediately following such event, and if the registered holder of the Warrant properly exercises the Warrant within thirty days following public disclosure of such transaction, the Warrant exercise price will be reduced as specified in the Warrant Agreement based on the Black-Scholes value (as defined in the Warrant Agreement) of the Warrant. The purpose of such exercise price reduction is to provide additional value to holders of the Warrants when an extraordinary transaction occurs during the exercise period of the Warrants pursuant to which the holders of the Warrants otherwise do not receive the full potential value of the Warrants in order to determine and realize the option value component of the Warrant. This formula is to compensate the Warrant holder for the loss of the option value portion of the Warrant due to the requirement that the Warrant holder exercise the warrant within 30 days of the event. The Black-Scholes model is an accepted pricing model for estimating fair market value where no quoted market price for an instrument is available.

The Warrants were issued in registered form under the Warrant Agreement. The Warrant Agreement contains a complete description of the terms and conditions applicable to the Warrants. The warrant agreement provides that the terms of the Warrants may be amended without the consent of any holder to cure any ambiguity, correct any mistake or correct any defective provision, but requires the approval by the holders of at least a majority of the then outstanding Warrants other than Private Placement Warrants (“Public Warrants”) to make any change that adversely affects the interests of the registered holders of Public Warrants.

The Warrants may be exercised upon surrender of the warrant certificate on or prior to the expiration date at the offices of the warrant agent, with the exercise form on the reverse side of the warrant certificate completed and executed as indicated, accompanied by full payment of the exercise price (or on a cashless basis, if applicable), by certified or official bank check payable to the Company, for the number of Warrants being exercised. The Warrant holders do not have the rights or privileges of holders of shares of Company Class A common stock and any voting rights until they exercise their warrants and receive shares of Company Class A common stock. After the issuance of shares of Company Class A common stock upon exercise of the Warrants, each holder will be entitled to one (1) vote for each share held of record on all matters to be voted on by stockholders.

No fractional shares will be issued upon exercise of the Warrants. If, upon exercise of the Warrants, a holder would be entitled to receive a fractional interest in a share, the Company will, upon exercise, round down to the nearest whole number of shares of Company Class A common stock to be issued to the Warrant holder.

We have agreed that, subject to applicable law, any action, proceeding or claim against it arising out of or relating in any way to the warrant agreement will be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and the Company irrevocably submits to such jurisdiction, which jurisdiction will be the exclusive forum for any such action, proceeding or claim. This provision applies to claims under the Securities Act but does not apply to claims under the Exchange Act or any claim for which the federal district courts of the United States of America are the sole and exclusive forum.

Item 2. Index to Exhibits.

Exhibit Number	Description
<u>2.1</u>	<u>Merger Agreement, dated as of May 10, 2022, by and among Chicken Soup for the Soul Entertainment, Inc., RB First Merger Sub Inc., RB Second Merger Sub LLC, Redwood Opco Merger Sub LLC, Redbox Entertainment Inc. and Redwood Intermediate LLC (incorporated by reference to Exhibit 2.1 to the registrant's Amendment No. 1 to the Current Report on Form 8-K filed with the SEC on May 12, 2022)</u>
<u>3.1</u>	<u>Certificate of Incorporation of Registrant (incorporated by reference to Exhibit 3.1 to Registrant's DOS filed with the SEC on September 21, 2016)</u>
<u>3.1.1</u>	<u>Certificate of Designations, Rights and Preferences of Registrant's 9.75% Series A Cumulative Redeemable Perpetual Preferred Stock (incorporated by reference to Exhibit 3.3 to Registrant's Amendment No. 3 to the Registration Statement on Form S-1 (No.333-225603) filed with the SEC on June 22, 2018)</u>
<u>3.1.2</u>	<u>Amendment No. 1 to Certificate of Designations, Rights and Preferences of Registrant's 9.75% Series A Cumulative Redeemable Perpetual Preferred Stock (incorporated by reference to Exhibit 4.2 to Registrant's Registration Statement on Form S-3 (No.333-227596) filed with the SEC on September 28, 2018)</u>
<u>3.1.3</u>	<u>Amendment No. 2 to Certificate of Designations, Rights and Preferences of Registrant's 9.75% Series A Cumulative Redeemable Perpetual Preferred Stock (incorporated by reference to Exhibit 3.1 to Registrant's Current Report on Form 8-K filed with the SEC on November 19, 2018)</u>
<u>3.1.4</u>	<u>Amendment No. 3 to Certificate of Designations, Rights and Preferences of Registrant's 9.75% Series A Cumulative Redeemable Perpetual Preferred Stock (incorporated by reference to Exhibit 4.4 to Registrant's Amendment No. 1 to the Registration Statement on Form S-1 (No. 333-232588) filed with the SEC on August 1, 2019)</u>
<u>3.2</u>	<u>Bylaws of the Registrant (incorporated by reference to Exhibit 3.2 to Registrant's DOS filed with the SEC on September 21, 2016)</u>
<u>4.1</u>	<u>Warrant Assumption and Amendment Agreement, dated August 11, 2022, by and between the Registrant, Redbox Entertainment Inc., and Continental Stock Transfer & Trust Company</u>
<u>4.2</u>	<u>Warrant Agreement, dated November 27, 2020, by and between Seaport Global Acquisition Corp. and Continental Stock Transfer & Trust Company, as warrant agent (incorporated by reference to Exhibit 4.1 to Redbox Entertainment Inc.'s Current Report on Form 8-K filed with the SEC on December 3, 2020)</u>
<u>4.3</u>	<u>Class W Warrant Agreement between Chicken Soup for the Soul Entertainment Inc. and Continental Stock Transfer & Trust Co. (incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed with the SEC on November 24, 2020)</u>
<u>4.4</u>	<u>Class Z Warrant Agreement between Chicken Soup for the Soul Entertainment Inc. and Continental Stock Transfer & Trust Co. (incorporated by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K filed with the SEC on November 24, 2020)</u>
<u>4.5</u>	<u>Form of Registrant's Class I Warrant (incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed with the SEC on May 15, 2019)</u>
<u>4.6</u>	<u>Form of Registrant's Class II Warrant (incorporated by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K filed with the SEC on May 15, 2019)</u>
<u>4.7</u>	<u>Form of Registrant's Class III-A Warrant (incorporated by reference to Exhibit 4.3 to the Registrant's Current Report on Form 8-K filed with the SEC on May 15, 2019)</u>
<u>4.8</u>	<u>Form of Registrant's Class III-B Warrant (incorporated by reference to Exhibit 4.4 to the Registrant's Current Report on Form 8-K filed with the SEC on May 15, 2019)</u>
<u>5.1</u>	<u>Opinion of Graubard Miller (incorporated by reference to Exhibit 5.1 to Registrant's Amendment No. 1 to the Registration Statement on Form S-4 filed with the SEC on July 11, 2022)</u>
<u>10.1</u>	<u>Release Agreement, dated as of May 10, 2022, by and among (i) Redwood Holdco, LP, AP VIII Aspen Holdings, L.P. and Apollo Global Management, Inc., (ii) Chicken Soup for the Soul Entertainment, Inc., RB First Merger Sub Inc., RB Second Merger Sub LLC and Redwood Opco Merger Sub, LLC, (iii) HPS Investment Partners, LLC, (iv) Redbox Entertainment Inc., Redwood Intermediate, LLC and Redbox Automated Retail, LLC and (v) Seaport Global SPAC, LLC (incorporated by reference to Exhibit 10.1 to Registrant's Amendment No. 1 to the Current Report on Form 8-K filed with the SEC on May 12, 2022)</u>
<u>10.2</u>	<u>Tax Receivable Agreement Amendment, dated as of May 10, 2022, by and among Redbox Entertainment Inc., as successor to Seaport Global Acquisition Corp., Chicken Soup for the Soul Entertainment, Inc., Redwood Holdco, LP and Redwood Intermediate, LLC (incorporated by reference to Exhibit 10.2 to Registrant's Amendment No. 1 to the Current Report on Form 8-K filed with the SEC on May 12, 2022)</u>
<u>10.3</u>	<u>Contribution and Exchange Agreement, dated as of May 10, 2022, by and among Redbox Automated Retail, LLC, Redwood Intermediate LLC, Redwood Holdco, LP, New Outerwall, Inc., Aspen Parent, Inc., Redbox Entertainment Inc. and HPS Investment Partners, LLC (incorporated by reference to Exhibit 10.1 to Redbox Entertainment Inc.'s Current Report on Form 8-K filed with the SEC on May 11, 2022)</u>
<u>10.7</u>	<u>Credit Agreement, dated as of October 20, 2017, by and among Redwood Intermediate, LLC, Redbox Automated Retail, LLC, the lenders party thereto and HPS Investment Partners, LLC, as administrative agent and collateral agent, as amended (incorporated by reference to Exhibit 10.9 to Redbox Entertainment Inc.'s Annual Report on Form 10-K for the year ended December 31, 2021 filed with the SEC on April 28, 2022).</u>
<u>10.8</u>	<u>Incremental Assumption And Amendment Agreement No. 6, dated as of April 15, 2022, by and among Redwood Intermediate, LLC, Redbox Automated Retail, LLC, Redbox Incentives LLC, HPS Investment Partners, LLC, and each of the Lenders party thereto (incorporated by reference to Exhibit 10.1 to Redbox Entertainment Inc.'s Amendment No. 1 to Current Report on Form 8-K filed with the SEC on April 15, 2022).</u>

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereto duly authorized.

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT, INC.

Date: August 11, 2022

By: /s/ William J. Rouahna, Jr.
William J. Rouahna, Jr.
Chief Executive Officer

WARRANT ASSUMPTION AND AMENDMENT AGREEMENT

This Warrant Assumption and Amendment Agreement (this “Agreement”) is made as of August 11, 2022, by and among Redbox Entertainment Inc., a Delaware corporation, f/k/a Seaport Global Acquisition Corp. (the “Company”), Chicken Soup for the Soul Entertainment Inc., a Delaware corporation (“CSSE”), and Continental Stock Transfer & Trust Company, a New York corporation (“CST”).

RECITALS

WHEREAS, the Company and CST (in its capacity as Warrant Agent) are parties to that certain warrant agreement, dated as of November 27, 2020 (the “Existing Warrant Agreement”);

WHEREAS, capitalized terms used herein but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Existing Warrant Agreement;

WHEREAS, as of the date hereof the Company has issued and outstanding (a) 3,897,303 warrants (collectively, the “Private Warrants”), to purchase shares of the Company’s Class A common stock, par value \$0.0001 per share (“RDBX Common Stock”), with an exercise price of \$11.50 per share of RDBX Common Stock, and (b) 11,944,627 warrants to purchase shares of RDBX Common Stock, with an exercise price of \$11.50 per share of RDBX Common Stock, which warrants were issued in the Company’s initial public offering (collectively, the “Public Warrants” and, along with the Private Warrants, the “Warrants”);

WHEREAS, all of the Warrants are governed by the Existing Warrant Agreement;

WHEREAS, on May 10, 2022, a Merger Agreement (the “Merger Agreement”) was entered into by and among the Company, CSSE, RB First Merger Sub Inc., a Delaware corporation and direct wholly owned subsidiary of CSSE (“Merger Sub Inc.”), RB Second Merger Sub LLC, a Delaware limited liability company and direct wholly owned subsidiary of CSSE (“Merger Sub LLC”), Redwood Opco Merger Sub LLC, a Delaware limited liability company and direct wholly owned subsidiary of CSSE (“Opco Merger Sub LLC”), and Redwood Intermediate LLC, a Delaware limited liability company (“Opco LLC”);

WHEREAS, upon the terms and subject to the conditions of the Merger Agreement, (i) at the Effective Time (as defined in the Merger Agreement), (A) Merger Sub Inc. will merge (the “First Company Merger”) with and into the Company, with the Company continuing as the surviving entity (the “Surviving Corporation”); and (B) simultaneously with the First Company Merger, Opco Merger Sub LLC will merge (the “Opco Merger”) with and into Opco LLC, with Opco LLC continuing as the surviving entity (the “Opco Surviving Company”); and (ii) immediately following the First Company Merger and Opco Merger, the Surviving Corporation will merge (the “Second Company Merger” and, together with the First Company Merger, the “Integrated Mergers,” and the Integrated Mergers together with the Opco Merger, the “Mergers”) with and into Merger Sub LLC, with Merger Sub LLC continuing as the surviving entity (the “Surviving Company”). In connection with such Mergers, all shares of RDBX Common Stock issued and outstanding immediately prior to the Effective Time (as defined in the Merger Agreement), other than any Excluded Shares (as defined in the Merger Agreement), will be converted into and become exchangeable for 0.087 (the “Exchange Ratio”) of a share of Class A common stock of CSSE (“CSSE Common Stock”), in accordance with the Merger Agreement;

WHEREAS, upon consummation of the Mergers, as provided in Section 4.4 of the Existing Warrant Agreement, each of the issued and outstanding Warrants will no longer be exercisable for shares of RDBX Common Stock but instead will be exercisable (subject to the terms and conditions of the Existing Warrant Agreement as amended hereby) for shares of CSSE Common Stock;

WHEREAS, Section 9.8 of the Existing Warrant Agreement provides that the Company and CST may amend the Existing Warrant Agreement without the consent of any Registered Holders, to provide for the delivery of Alternative Issuance pursuant to Section 4.4 of the Existing Warrant Agreement; and

WHEREAS, in accordance with Section 9.8 of the Existing Warrant Agreement, upon consummation of the Mergers, the Warrants held by each Registered Holder will be adjusted such that the total number of Warrants represented thereby will be equal to the product of the number of Warrants held prior to the Mergers multiplied by the Exchange Ratio, and the exercise price for each such Warrant will be equal to \$132.18 per share of CSSE Common Stock (which is calculated by dividing the current \$11.50 per-share exercise price of such warrants by the Exchange Ratio).

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

AGREEMENT

1. ASSUMPTION; CONSENT.

1.1 Assumption. CSSE hereby assumes all of the Company's right, title and interest in and to the Existing Warrant Agreement (as amended hereby) as of the Effective Time (as defined in the Merger Agreement). CSSE hereby agrees to pay reasonable remuneration to the Warrant Agent (pursuant to the Warrant Agent fee schedule mutually agreed upon), perform, satisfy and discharge in full, as the same become due, all of the Company's liabilities and obligations under the Existing Warrant Agreement (as amended hereby) arising from and after the Effective Time.

1.2 Consent. The Company hereby consents to the assumption of the Existing Warrant Agreement by CSSE pursuant to Section 1.1 of this Agreement effective as of the Effective Time, and to the continuation of the Existing Warrant Agreement in full force and effect from and after the Effective Time, subject at all times to the Existing Warrant Agreement (as amended hereby) and to all of the provisions, covenants, agreements, terms and conditions of the Existing Warrant Agreement (as amended hereby) and this Agreement.

2. AMENDMENT OF EXISTING WARRANT AGREEMENT. The Company and CST hereby amend the Existing Warrant Agreement as provided in this Section 2, effective as of the Effective Time as follows:

2.1 Preamble. The preamble on page one of the Existing Warrant Agreement is hereby amended by (i) deleting “Seaport Global Acquisition Corp., a Delaware corporation” and replacing it with “Chicken Soup for the Soul Entertainment, Inc., a Delaware corporation”. As a result thereof, all references in the Existing Warrant Agreement and the amendments to the Existing Warrant Agreement below to the “Company” shall become references to CSSE.

2.2 Recitals. The recitals on page one of the Existing Warrant Agreement are hereby deleted and replaced in their entirety as follows:

“WHEREAS, on May 10, 2022, a Merger Agreement (the “**Merger Agreement**”) was entered into by and among the Company, Redbox Entertainment Inc. (“**Redbox**”), RB First Merger Sub Inc., a Delaware corporation and direct wholly owned subsidiary of the Company (“**Merger Sub Inc.**”), RB Second Merger Sub LLC, a Delaware limited liability company and direct wholly owned subsidiary of the Company (“**Merger Sub LLC**”), Redwood Opco Merger Sub LLC, a Delaware limited liability company and direct wholly owned subsidiary of the Company (“**Opco Merger Sub LLC**”), and Redwood Intermediate LLC, a Delaware limited liability company (“**Opco LLC**”);

WHEREAS, in connection with the transactions described in the Merger Agreement, the Company hereby amends the issued and outstanding warrants (the “**Warrants**”) held by Registered Holders (as defined in Section 2.3.2 below) such that the number of Warrants held by each such Registered Holder is adjusted by multiplying the number of Warrants held by such Registered Holder by 0.087 (the “**Exchange Ratio**”), and by adjusting the exercise price of each Warrant to \$132.18 per share of Class A common stock of the Company, par value \$0.0001 per share (“**Common Stock**”), ;

WHEREAS, on August 11, 2022, pursuant to the terms of the Merger Agreement, Redbox and the Warrant Agent entered into a Warrant Assumption and Amendment Agreement (the “**Warrant Assumption Agreement**”), pursuant to which the Company assumed Redbox’s rights and obligations under this Agreement;

WHEREAS, pursuant to the Merger Agreement, the Warrant Assumption Agreement and Section 4.4 of this Agreement, effective as of the Effective Time (as defined in the Merger Agreement), each of the issued and outstanding Warrants were no longer exercisable for shares of Class A common stock of Redbox, par value \$0.0001 per share but instead became exercisable (subject to the terms and conditions of this Agreement) for a number of shares of Common Stock of the Company equal to the Exchange Ratio, at an exercise price of \$132.18 per whole share of Common Stock;

WHEREAS, the Company desires the Warrant Agent to act on behalf of the Company, and the Warrant Agent is willing to so act, in connection with the issuance, registration, transfer, exchange, redemption and exercise of the Warrants;

WHEREAS, the Company desires to provide for the form and provisions of the Warrants, the terms upon which they shall be issued and exercised, and the respective rights, limitation of rights, and immunities of the Company, the Warrant Agent, and the holders of the Warrants; and

WHEREAS, all acts and things have been done and performed which are necessary to make the Warrants, when executed on behalf of the Company and countersigned by or on behalf of the Warrant Agent, as provided herein, the valid, binding and legal obligations of the Company, and to authorize the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:"

2.3 Warrant Price. Section 3.1 of the Existing Warrant Agreement is hereby amended by replacing the phrase "at the price of \$11.50 per share" with the phrase "at the price of \$132.18 per share."

2.4 Redemption. Section 6.1 of the Existing Warrant Agreement is hereby amended by replacing the language "provided that the last sales price of the Common Stock reported has been at least \$18.00 per share (the "**Redemption Trigger Price**"; subject to adjustment in compliance with Section 4 hereof)" with the language "provided that the last sales price of the Common Stock reported has been at least \$206.90 per share (the "**Redemption Trigger Price**"; subject to adjustment in compliance with Section 4 hereof)".

2.5 Notices. Section 9.2 of the Existing Warrant Agreement is hereby amended by replacing the following:

"Seaport Global Acquisition Corp.
360 Madison Avenue, 20th Floor
New York, NY 10017
Attention: Stephen C. Smith

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

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americans
New York, New York 10105
Attention: Stuart Neuhauser, Esq."

with the following language:

"Chicken Soup for the Soul Entertainment Inc.
132 E. Putnam Avenue, Floor 2W
Cos Cob, CT 06807
Attn: William J. Rouhana, Jr., Chairman and CEO

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

Graubard Miller
405 Lexington Ave, 11th Floor
New York, NY 10174
Attn: David Alan Miller, Esq.
Brian L. Ross, Esq.

2.6 Warrant Certificate. Any Book-Entry Warrant Certificate or Definitive Warrant Certificate that, immediately prior to the Effective Time, evidenced or otherwise represented Warrants shall, from and after the Effective Time, without further action by any Registered Holder be deemed for all purposes to (i) evidence ownership of, and to represent a number of shares of CSSE Common Stock equal to the product obtained by multiplying the number of shares of RDBX Common Stock represented by such Book-Entry Warrant Certificate or Definitive Warrant Certificate, as applicable, immediately prior to the Effective Time by the Exchange Ratio and (ii) reflect a Warrant Price of \$132.18 per share of CSSE Common Stock. The foregoing shall be appropriately reflected in CSSE's record books.

MISCELLANEOUS PROVISIONS.

3.1 Effectiveness of Warrant. Each of the parties hereto acknowledges and agrees that the effectiveness of this Agreement shall be expressly subject to the consummation of the Merger and shall automatically be terminated and shall be null and void if the Merger Agreement shall be terminated for any reason, except that CST shall be compensated by CSSE for its reasonable cost and expenses incurred up to such termination date in connection with this Agreement and the Existing Warrant Agreement.

3.2 Amendment and Waiver. This Agreement may be amended by the parties hereto at any time by execution of an instrument in writing signed on behalf of each party hereto.

3.3 Successors. All the covenants and provisions of this Agreement by or for the benefit of the Company or the Warrant Agent shall bind and inure to the benefit of their respective successors and assigns.

3.4 Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

3.5 Applicable Law. The validity, interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of New York, without giving effect to conflict of law principles that would result in the application of the substantive laws of another jurisdiction. The parties hereby agree that any action, proceeding or claim against a party arising out of or relating in any way to this Agreement shall be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. Each of the parties hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.

3.6 Persons Having Rights under this Agreement. Nothing in this Agreement shall be construed to confer upon, or give to, any person or corporation other than the parties hereto and the Registered Holders any right, remedy, or claim under or by reason of this Agreement or of any covenant, condition, stipulation, promise, or agreement hereof. All covenants, conditions, stipulations, promises, and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns and of the Registered Holders.

3.7 Examination of the Warrant Agreement. A copy of this Agreement shall be available at all reasonable times at the office of the Warrant Agent in the Borough of Manhattan, City and State of New York, for inspection by the Registered Holder of any Warrant. The Warrant Agent may require any such Registered Holder to submit his, her or its Warrant for inspection by the Warrant Agent.

3.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall thereby be deemed to be an original and all of which taken together shall constitute one and the same instrument. Any party hereto may execute and deliver signed counterparts of this Agreement to the other Parties by electronic mail or other electronic transmission in portable document format (.PDF) or any other electronic signature complying with the United States ESIGN Act of 2000 (including www.docusign.com), each of which shall be deemed an original.

3.9 Effect of Headings. The section headings herein are for convenience only and are not part of this Agreement and shall not affect the interpretation thereof.

3.10 Notices. Any notice, statement or demand authorized by this Agreement to be given or made by a party hereto shall be made in accordance with the provisions of Section 9.2 of the Existing Warrant Agreement as amended by this Agreement (with any notices to the Company being made to CSSE).

3.11 Reference to and Effect on Agreements: Entire Agreement.

(a) Any references to “this Agreement” in the Existing Warrant Agreement will mean the Existing Warrant Agreement as amended by this Agreement. Except as specifically amended by this Agreement, the provisions of the Existing Warrant Agreement shall remain in full force and effect.

(b) This Agreement and the Existing Warrant Agreement, as modified by this Agreement, constitutes the entire understanding of the parties and supersedes all prior agreements, understandings, arrangements, promises and commitments, whether written or oral, express or implied, relating to the subject matter hereof, and all such prior agreements, understandings, arrangements, promises and commitments are hereby canceled and terminated.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed as of the date first above written.

REDBOX ENTERTAINMENT INC.

By: /s/ Galen C. Smith

Name: Galen C. Smith

Title: Chief Executive Officer

[Signature Page to Warrant Assumption and Amendment Agreement]

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT INC.

By: /s/ William J. Rouhana, Jr.

Name: William J. Rouhana, Jr.

Title: Chairman and Chief Executive Officer

**CONTINENTAL STOCK TRANSFER &
TRUST COMPANY, as Warrant Agent
*On Behalf of Both Entities***

By: /s/ Luis Ortiz

Name: Luis Ortiz

Title: Vice President

[Signature Page to Warrant Assumption and Amendment Agreement]
