

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 4)*

Chicken Soup for the Soul Entertainment, Inc.

(Name of Issuer)

Class A Common Stock, par value \$0.0001

(Title of Class of Securities)

16842Q100

(CUSIP Number)

J. Justin Hill, Senior Vice President, Investor Relations

Sony Corporation of America

25 Madison Avenue, 26th Floor

New York, New York 10010-8601

Telephone: 212-833-6722

Email: ir@sony.com

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

January 13, 2021

(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 §240.13d-7(b) for other parties to whom copies are to be sent.

(Continued on following pages)

*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 Sony Corporation	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (see instructions) OO (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Japan	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 4,000,000 ⁽¹⁾
	8	SHARED VOTING POWER -0-
	9	SOLE DISPOSITIVE POWER 4,000,000 ⁽¹⁾
	10	SHARED DISPOSITIVE POWER -0-
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,000,000 ⁽¹⁾	
12	CHECK BOX 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) 45.16% ⁽²⁾⁽³⁾	
14	TYPE OF REPORTING PERSON CO	

- (1) Includes shares of Class A Common Stock, par value \$0.0001 (the “Class A Common Stock”) of Chicken Soup for the Soul Entertainment, Inc. (the “Issuer”) issuable upon the exercise of warrants to purchase (i) 800,000 shares of Class A Common Stock at an exercise price of \$8.13 per share (the “CSSE Class I Warrants”); (ii) 1,200,000 shares of Issuer Class A Common Stock at an exercise price of \$9.67 per share (the “CSSE Class II Warrants”); (iii) 380,000 shares of Class A Common Stock at an exercise price of \$11.61 per share (the “CSSE Class III-A Warrants”); and (iv) 1,620,000 shares of Class A Common Stock at an exercise price of \$11.61 per share (the “CSSE Class III-B Warrants” and, collectively with the CSSE Class I Warrants, the CSSE Class II Warrants and the CSSE Class III-A Warrants, the “Exercisable Warrants”).
- (2) The calculation is based on the (i) 4,856,946 shares of Class A Common Stock outstanding as of November 12, 2020 as disclosed in the Issuer’s Form 10-Q for the quarter ended September 30, 2020, filed by the Issuer with the Securities and Exchange Commission (“Commission”) on November 12, 2020, and (ii) 4,000,000 shares of Class A Common Stock issuable upon the exercise of the Exercisable Warrants.
- (3) Represents 4.60% of total voting power based on the (i) 4,856,946 shares of Class A Common Stock and 7,813,938 shares of Class B Common Stock, par value \$0.0001 (the “Class B Common Stock”) outstanding as of November 12, 2020, as disclosed in the Issuer’s Form 10-Q for the quarter ended September 30, 2020, filed by the Issuer with the Commission on November 12, 2020, and (ii) 4,000,000 shares of Class A Common Stock issuable upon the exercise of the Exercisable Warrants. Total voting power calculation does not include shares of the Issuer’s 9.75% Series A perpetual preferred stock, which is non-voting and non-convertible. Percentage of total voting power represents voting power with respect to all shares of Class A Common Stock and Class B Common Stock, as a single class. The holders of Class B Common Stock are entitled to ten votes per share, and holders of Class A Common Stock are entitled to one vote per share.

This Amendment No. 4 (this "Amendment No. 4") amends and supplements the Schedule 13D filed by Sony Corporation ("Sony" or the "Reporting Person") with the Securities and Exchange Commission (the "SEC") on May 23, 2019, as subsequently amended by Amendment No. 1 filed on November 4, 2019, Amendment No. 2 filed on November 24, 2020, and Amendment No. 3 filed on December 16, 2020 (together, the "Schedule 13D"), relating to the Class A Common Stock, par value \$0.0001 of the Issuer (the "Class A Common Stock"). All capitalized terms used in this Amendment No. 4 and not otherwise defined herein have the meanings ascribed to such terms in the Schedule 13D.

Item 4. Purpose of Transaction.

This Amendment No. 4 amends and supplements Item 4 of the Schedule 13D by adding the following:

On December 14, 2020, CPEH provided notice to Crackle Plus and the Issuer that CPEH was exercising the Put Option. As previously disclosed, the Issuer had the option, in its sole discretion, to settle the Put Option in full by paying CPEH cash, Issuer Preferred Shares or a combination of cash and Issuer Preferred Shares. On January 13, 2021, the Issuer satisfied the Put Option by paying CPEH fully in Issuer Preferred Shares, totaling 1,600,000 Issuer Preferred Shares.

In connection with the settlement of the Put Option, on January 13, 2021 Crackle Plus, CPEH and CSSE entered into a Put Option Closing Agreement (the "Put Option Closing Agreement"). The Put Option Closing Agreement provides that individuals appointed by CPEH will resign as managers of Crackle Plus and includes certain mutual releases of liability arising out of CPEH's (or its predecessors) ownership of membership interests ("Units") of Crackle Plus.

Item 5. Interest in Securities of the Issuer.

The disclosure set forth in Item 4 of this Amendment No. 4 is incorporated by reference.

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

The disclosure set forth in Item 4 of this Amendment No. 4 is incorporated by reference.

Item 7. Material to be Filed as Exhibits.

The response set forth in Item 7 of the Schedule 13D is hereby amended and supplemented by adding the following:

Exhibit No.

4. [Put Option Closing Agreement, dated as of January 13, 2021, by and among Crackle Plus, LLC, Chicken Soup for the Soul Entertainment, Inc. and CPE Holdings, Inc.](#)
-

SIGNATURE

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 15, 2020

Sony Corporation

By: /s/ Hiroki Totoki
Name: Hiroki Totoki
Title: Executive Deputy President and
Chief Financial Officer

Put Option Closing Agreement

This Put Option Closing Agreement (this "Closing Agreement"), dated January 13, 2021, is entered into by and among Crackle Plus, LLC ("Crackle Plus"), Chicken Soup for the Soul Entertainment, Inc. ("CSSE") and CPE Holdings Inc. ("CPEH"), as successor-in-interest to Crackle, Inc. ("Crackle").

WHEREAS, pursuant to Section 9.03(a) of that certain Amended and Restated Limited Liability Company Agreement (the "Agreement") among Crackle Plus, CSSE and Crackle, Crackle had the right to elect to require CSSE to purchase from Crackle all of Crackle's Units in Crackle Plus ("Subject Units");

WHEREAS, upon such election by Crackle, CSSE is required to purchase the Subject Units through, at CSSE's election, the issuance of shares of CSSE's Series A 9.75% redeemable perpetual preferred stock ("Preferred Stock") or, in lieu thereof, cash, in either case as calculated in accordance with *Schedule C* of the Agreement (the "Purchase Price"); and

WHEREAS, on December 14, 2020, CPEH delivered written notice to CSSE of CPEH's election to exercise its Put Option under the Agreement.

NOW THEREFORE, it is hereby agreed and acknowledged as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. The consummation and closing (the "Closing") of the purchase of the Subject Units by CSSE is taking place concurrently with the execution of this Agreement.
3. The Purchase Price is \$40,000,000, as determined in accordance with *Schedule C* of the Agreement.
4. Pursuant to Section 9.03(a), CSSE hereby elects to pay the entirety of the Purchase Price through the issuance of Preferred Stock.
5. At Closing, CSSE is causing the instruction letter attached hereto as **Exhibit A** to be delivered to its transfer agent, Continental Stock Transfer & Trust Company Inc. ("Continental"), pursuant to which CSSE instructs Continental to issue to CPEH an aggregate of 1,600,000 shares of Preferred Stock as payment in full for the Subject Units. A copy of the signed instruction letter, and evidence of delivery thereof to Continental, shall be delivered by CSSE to CPEH at Closing.
6. At Closing, CSSE is causing the opinion of Graubard Miller, its outside general counsel, attached hereto as **Exhibit B** to be delivered to Continental, pursuant to which Graubard Miller opines that the shares of Preferred Stock to be issued to CPEH in connection with the foregoing may be issued without registration under the Securities Act of 1933, as amended (the "Act") and must bear restrictive legend prohibiting sale or transfer of same without subsequent registration under the Act or an exemption therefrom. A copy of the signed opinion, and evidence of delivery thereof to Continental, shall be delivered by CSSE to CPEH at Closing.
7. Concurrently herewith, CPEH is delivering to CSSE and Crackle Plus (a) an assignment of the Units held by CPEH executed by CPEH, in the form attached hereto as **Exhibit C** and (b) a certificate meeting the requirements of IRS Notice 2018-29 and Treasury Regulations Section 1.1445-2(b) that CPEH is not a foreign person with the meaning of IRS Codes Section 1446(f) or 1445, in the form attached hereto as **Exhibit D**.
8. Concurrently herewith, the resignations of each of Jon Hookstratten and Maria Anguelova as Managers of Crackle Plus as attached hereto as **Exhibit E** have been delivered to Crackle Plus, and Crackle Plus hereby accepts each such resignation to be effective immediately upon delivery of the Preferred Stock to CPEH.

9. Upon issuance of the Preferred Stock to CPEH in accordance with the foregoing (as evidenced by documentation provide by Continental to CPEH in form and substance reasonably satisfactory to CPEH), all Units owned by CPEH shall be deemed returned to Crackle Plus and no longer outstanding, and CPEH shall no longer be deemed a Member of Crackle Plus or entitled to any rights of a Member under the terms of the Agreement, except with respect to rights or obligations that expressly survive the termination of the Agreement and/or the termination of any Member's membership.
10. Each of CSSE and Crackle Plus hereby represents and warrants to CPEH that (a) each of CSSE and Crackle Plus has all necessary corporate or company authority to consummate the transactions as contemplated hereby, (b) there are no orders, actions or claims that would be reasonably deemed to prevent or prohibit either of CSSE or Crackle Plus from consummating such transactions, (c) the shares of Preferred Stock shall be duly and validly issued, fully paid and nonassessable, and (d) no consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority or any third party is required in connection with the CSSE or Crackle Plus' execution and delivery of this Closing Agreement, or the issuance and delivery of the Preferred Stock.
11. CPEH hereby represents and warrants to each of CSSE and Crackle Plus that (a) it has all necessary corporate authority to consummate the transactions as contemplated hereby and that there are no orders, actions or claims that would be reasonably deemed to prevent or prohibit CPEH from consummating such transactions, (b) there are no liens, mortgages or encumbrances on the Units (except for restrictions under the Agreement and/or under state and/or federal securities laws) and that CPEH has record and beneficial ownership interest in and to the Units, (c) CPEH is an "accredited investor" as that term is defined in Rule 501(a) under the Act, (d) CPEH is acquiring the Preferred Stock for investment purposes and not with a view to distribution to any other person or entity, (e) CPEH understands that the Preferred Stock has not been registered under the Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of CPEH's investment intent as expressed herein, (f) CPEH understands that CSSE makes no representation as to the credit rating of the Preferred Shares at any time after the date of issuance of same, and (g) CPEH understands that the Preferred Stock cannot be transferred except pursuant to registration under the Act or pursuant to an available exemption from registration under the Act.
12. Each of CSSE and Crackle Plus, on behalf of themselves and their subsidiaries, affiliates, parent companies, officers, directors and employees, hereby waive and release any and all claims, demands, damages, judgments, causes of action and liabilities of any nature whatsoever, whether or not known, suspected or claimed, arising directly or indirectly on or prior to the date hereof against CPEH and/or its Affiliates, or any of them, arising out of CPEH's (or Crackle's) ownership of the Units and membership in Crackle Plus; provided, however, that in no event shall the foregoing waive, release affect or impair any claims or rights of CSSE, Crackle Plus, or their subsidiaries, affiliates, parent companies, officers, directors and employees arising out of that certain Agreement, dated as of June 30, 2020, by and among Crackle Plus, CSSE, CPEH, Sony Pictures Television Inc. and Funimation Global Group, LLC (the "Settlement Agreement").
13. CPEH, on behalf of itself and its subsidiaries, affiliates, parent companies, officers, directors and employees, hereby waives and releases any and all claims, demands, damages, judgments, causes of action and liabilities of any nature whatsoever, whether or not known, suspected or claimed, arising directly or indirectly on or prior to the date hereof against Crackle Plus and CSSE and/or their respective Affiliates, or any of them, arising out of CPEH's (or Crackle's) ownership of the Units and membership in Crackle Plus; provided, however, that in no event shall the foregoing waive, release affect or impair any claims or rights of CSSE, Crackle Plus, or their subsidiaries, affiliates, parent companies, officers, directors and employees arising out of (i) the Settlement Agreement or (ii) any right to indemnification, reimbursement or advancement of expenses under the provisions of any member, manager or officer indemnification agreement with CSSE or Crackle Plus, owed to CPEH or its subsidiaries, affiliates, parent companies, officers, directors or employees, or any of them, in its or their capacity(ies) as a member, officer or manager of Crackle Plus, with respect to any third party claim relating to an act, omission, event or transaction occurring on or prior to the Closing.

14. Each of the parties hereto acknowledges and agrees that such party has read and understands and has been fully advised by its attorneys as to the contents of Section 1542 of the Civil Code of the State of California, and that Section 1542 and the benefits thereof are hereby expressly waived. Section 1542 reads as follows:

1542. General Release; extent.

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Each of the parties hereto expressly waives and relinquishes all rights and benefits under Section 1542 and any similar law or common law principle of similar effect of any state or territory of the United States with respect to the claims released hereby. In connection with such waiver and release, each of the parties hereto acknowledges that such party is aware that it may hereafter discover claims or facts in addition to or different from those which it now knows or believes to be true with respect to the matters released herein, but that it is the intention of such party to fully, finally and forever, waive, release and relinquish all such matters and all such claims relative thereto which do exist, may exist or heretofore have existed. In furtherance of such intention, the releases given herein shall be and remain in effect as full and complete releases of any such additional or different claims or facts relative thereto.

15. CSSE shall register all of the shares of Preferred Stock for resale under the Act in accordance the Registration Rights Agreement (as defined in the Contribution Agreement) on or before April 13, 2021.
16. This Closing Agreement may be executed in counterparts, including counterparts by email, facsimile, portable document format (pdf) or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 (including DocuSign), each of which shall be deemed an original and all of which shall together constitute one and the same instrument

The parties have executed this Closing Agreement as of the date first set forth above.

CRACKLE PLUS, LLC

By: _____

William J. Rouhana, Jr.
CEO

CHICKEN SOUP FOR THE SOUL ENTERTAINMENT,
INC.

By: _____

William J. Rouhana, Jr.
CEO

CPE HOLDINGS, INC.

By: _____

EXHIBIT A

Chicken Soup for the Soul Entertainment, Inc.
132 E. Putnam Ave
Cos Cob, Connecticut 06807

January 13, 2021

Continental Stock Transfer & Trust Company
1 State Street Plaza
New York, New York 10004
Attention: Compliance Department

Re: Chicken Soup for the Soul Entertainment – Series A Preferred Stock

Ladies and Gentlemen

You are hereby instructed to issue 1,600,000 shares of the Series A preferred stock of Chicken Soup for the Soul Entertainment, Inc. (the “Company”) to CPE Holdings, Inc. (“CPEH”). Please be advised that this issuance is a result of CPEH’s election to sell its equity interests in the Company’s subsidiary Crackle Plus, LLC (“Crackle Plus”) under the terms of Crackle Plus’ Operating Agreement, a copy of which was publicly filed by the Company as an exhibit to its Current Report on Form 8-K filed with the Securities and Exchange Commission on May 15, 2019.

The certificates evidencing the shares should bear a restrictive legend and stop transfer orders should be placed on the shares. You will receive an opinion from our counsel, Graubard Miller, under separate cover.

Very truly yours

Chicken Soup for the Soul Entertainment, Inc.

By: _____

William J. Rouhana, Jr.
CEO

EXHIBIT B

Graubard Miller

The Chrysler Building
405 Lexington Avenue
NEW YORK, N.Y. 10174-1101
(212) 818-8800

Facsimile
(212) 818-8881

direct dial number
(212) 818-8610
email address
bross@graubard.com

January 13, 2021

VIA EMAIL and REGULAR MAIL

Continental Stock Transfer & Trust Company
1 State Street Plaza
New York, New York 10004

Re: Issuance of Shares of Chicken Soup for the Soul Entertainment

Ladies and Gentlemen:

We are counsel to Chicken Soup for the Soul Entertainment, Inc. (“Company”) which has instructed you by letter, dated January 13, 2021 (“Instruction Letter”), to issue 1,600,000 shares of the Company’s Series A Preferred Stock to CPE Holdings, Inc.

Please be advised that the issuances can be made without registration under the Securities Act of 1933, as amended. The certificates representing the shares issued in accordance with the above should bear the following legends:

“The shares represented by this certificate have been acquired for investment and have not been registered under the Securities Act of 1933, as amended (the “Securities Act”). Transfer of these shares is prohibited except pursuant to registration under the Securities Act or pursuant to an available exemption from registration under the Securities Act.”

Additionally, stop transfer orders should be placed on the certificates.

Very truly yours,

Brian L. Ross

EXHIBIT C

Assignment of Membership Interests

The undersigned hereby conveys, transfers and assigns to Chicken Soup for the Soul Entertainment, Inc. all of the undersigned's right, title and interest in and to the Common Units and Preferred Units of Crackle Plus, LLC (the "Company") as same are defined in that certain Amended and Restated Limited Liability Company Agreement of Crackle Plus, LLC by and among Crackle Plus, LLC, Chicken Soup for the Soul Entertainment, Inc., and CPE Holdings, Inc., as successor-in-interest of Crackle, Inc., as in effect as of the date hereof.

The validity, construction, operation and effect of any and all of the terms and provisions of this Assignment shall be determined and enforced in accordance the substantive laws of the State of Delaware without giving effect to principles of conflicts of law thereunder that would result in the application of the laws of any other State.

IN WITNESS WHEREOF, the undersigned has executed this assignment. effective January 13, 2021:

CPE HOLDINGS, INC.

By: _____
Name: _____
Title: _____

EXHIBIT D

FIRPTA CERTIFICATION OF NON-FOREIGN STATUS

This Certification must be made by and on behalf of the person who is treated as the beneficial owner of the tendered Units for U.S. federal income tax purposes (the "Transferor"). If legal title to the tendered Units is held by an entity that is disregarded as an entity separate from its owner under Treasury Regulation 301.7701-3 (generally an unincorporated entity wholly owned by one person, a "Disregarded Entity"), the Transferor is the first owner of the Disregarded Entity that is not a Disregarded Entity.

If legal title to the Units is held by a Disregarded Entity, please provide the name of the Disregarded Entity here: N/A.

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (buyer) that withholding of tax is not required upon my disposition of a U.S. real property interest, the undersigned hereby certifies the following:

- (1) The name of the Transferor is CPE Holdings, Inc.
- (2) Transferor is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and U.S. Treasury regulations);
- (3) Transferor is not a Disregarded Entity as defined above;
- (4) Transferor's Taxpayer Identification Number (SSN for individuals, EIN for all others) is 94-3061749; and
- (5) Transferor's address (home for individuals, office for all others) is 10202 West Washington Blvd, Culver City, California 90232.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury the undersigned declares that it has examined this certification and to the best of its knowledge and belief it is true, correct, and complete. The undersigned signing on behalf of the Transferor further has full authority to sign this document on behalf of Transferor.

CPE HOLDINGS, INC.

By: _____

Print Name: _____

Title (if not individual): _____

Date: January 13, 2021

EXHIBIT E

Crackle Plus, LLC
132 E. Putnam Ave
Cos Cob, Connecticut

January 13, 2021

Ladies and Gentlemen:

The undersigned hereby tenders his resignation as a Manager of Crackle Plus, LLC (the "Company") effective immediately as of the closing of the transactions contemplated by the Put Option Closing Agreement of even date herewith by and among the Company, Chicken Soup for the Soul Entertainment, Inc, and CPE Holdings, Inc., as successor-in-interest to Crackle, Inc.

Very truly yours,

Jon Hookstratten

Crackle Plus, LLC
132 E. Putnam Ave
Cos Cob, Connecticut

January 13, 2021

Ladies and Gentlemen:

The undersigned hereby tenders her resignation as a Manager of Crackle Plus, LLC (the "Company") effective immediately as of the closing of the transactions contemplated by the Put Option Closing Agreement of even date herewith by and among the Company, Chicken Soup for the Soul Entertainment, Inc, and CPE Holdings, Inc., as successor-in-interest to Crackle, Inc.

Very truly yours,

Maria Anguelova