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

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

For the month of December 2017

Commission File Number: 001-33765

AIRMEDIA GROUP INC.

17/F, Sky Plaza
No. 46 Dongzhimenwai Street
Dongcheng District, Beijing 100027
The People's Republic of China
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

AIRMEDIA GROUP INC.

By: /s/ Herman Man Guo

Name: Herman Man Guo

Title: Chairman and Chief Executive Officer

Date: December 28, 2017

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
99.1	Press Release dated December 27, 2017
99.2	Termination Agreement, dated as of December 27, 2017, by and among AirMedia Group Inc., AirMedia Holdings Ltd. and AirMedia Merger Company Limited

AirMedia Announces Termination of Going Private Transaction

BEIJING, December 27, 2017 - AirMedia Group Inc. (“AirMedia” or the “Company”) (Nasdaq: AMCN), an operator of out-of-home advertising platforms in China targeting mid-to-high-end consumers as well as a first-mover in the travel Wi-Fi market, today announced that it entered into a termination agreement with AirMedia Holdings Ltd. and AirMedia Merger Company Limited to terminate the previously announced merger agreement in view that the going private transaction would not be completed by December 31, 2017, the termination date of the merger agreement. The parties have released each other from all liabilities and obligations with respect to the proposed transaction, and no termination fees will be payable by either party.

About AirMedia Group Inc.

AirMedia Group Inc. (Nasdaq: AMCN) is an operator of out-of-home advertising platforms in China targeting mid-to-high-end consumers as well as a first-mover in the travel Wi-Fi market. AirMedia sells advertisements on the routes operated by several Chinese airlines and at Sinopec’s service stations in China. AirMedia also has concession rights to operate the Wi-Fi systems on trains administered by eight railway administrative bureaus in China as well as on many long-haul buses in China.

For more information about AirMedia, please visit <http://www.airmedia.net.cn>.

Investor Contact:

Richard Wu
Chief Financial Officer
AirMedia Group Inc.
Tel: +86-10-8460-8678
Email: ir@ihangmei.com

TERMINATION AGREEMENT

This TERMINATION AGREEMENT (this "Agreement") is entered into as of December 27, 2017 by and among AirMedia Holdings Ltd., an exempted company with limited liability incorporated under the laws of the Cayman Islands ("Parent"), AirMedia Merger Company Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly owned subsidiary of Parent ("Merger Sub"), and AirMedia Group Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands (the "Company"). Parent, Merger Sub and the Company may hereafter be referred to as a "Party" in their individual capacities and as "Parties" collectively.

WHEREAS, the Parties have entered into that certain Agreement and Plan of Merger, dated as of September 29, 2015, as amended (the "Merger Agreement");

WHEREAS, all Parties hereto have determined that all of the conditions required to consummate the Merger cannot be satisfied;

WHEREAS, the Parties desire to terminate the Merger Agreement by mutual written consent, on the terms and subject to the conditions set forth herein;

WHEREAS, the Company Board, acting upon the unanimous recommendation of the Special Committee, has (i) determined that it is in the best interest of the Company, and declared it advisable, to enter into this Agreement, and (ii) adopted resolutions approving the execution, delivery and performance by the Company of this Agreement;

WHEREAS, the board of directors of Parent has (i) determined that it is in the best interest of Parent, and declared it advisable, to enter into this Agreement, and (ii) approved the execution, delivery and performance by Parent of this Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. Definitions

1.1 Unless otherwise specifically defined herein, all capitalized terms used but not defined herein shall have the meanings ascribed to them under the Merger Agreement.

2. Termination of Merger Agreement

2.1 Termination

Pursuant to Section 8.01 of the Merger Agreement, the Parties hereby agree that the Merger Agreement, including all schedules and exhibits thereto, and all ancillary agreements contemplated thereby (collectively, the "Transaction Documents"), are hereby terminated effective on the date hereof and, notwithstanding anything to the contrary in the Transaction Documents, including Section 8.05 and Section 8.06 of the Merger Agreement, the Transaction Documents are terminated in their entirety and shall be of no further force or effect whatsoever (the "Termination").

2.2 No Termination Fees

The Parties acknowledge and agree that neither any Company Termination Fee nor any Parent Termination Fee shall be payable in connection with the Termination.

2.3 Further Assurances

Each Party shall, and shall cause its controlled Affiliates to, cooperate with each other in the taking of all actions necessary, proper or advisable under this Agreement and applicable Law to effectuate the Termination. Without limiting the generality of the foregoing, each Party shall, and shall cause its controlled Affiliates to, cooperate with each other in connection with the withdrawal of any applications to or termination of proceedings before any Governmental Authority, in each case to the extent applicable, in connection with the Transactions.

3. **General Provisions**

3.1 Counterparts

This Agreement may be executed in one or more counterparts and may be delivered by electronic or facsimile transmission, all of which shall be considered one and the same agreement and each of which shall be deemed an original. Facsimile, e-mail or other electronic signatures shall have the same legal effect as original signatures.

3.2 Miscellaneous Terms

The provisions of Article IX (*General Provisions*) of the Merger Agreement shall apply *mutatis mutandis* to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

AirMedia Holdings Ltd.

By: /s/ Herman Man Guo

Name: Herman Man Guo

Title: Director

AirMedia Merger Company Limited

By: /s/ Herman Man Guo

Name: Herman Man Guo

Title: Director

AirMedia Group Inc.

By: /s/ Conor Chiahung Yang

Name: Conor Chiahung Yang

Title: Director

[Signature Page to Termination Agreement]