

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

**SCHEDULE 13D**

(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO  
§ 240.13d-2(a)

(Amendment No. 2)<sup>1</sup>

SeaChange International, Inc.  
(Name of Issuer)

Common Stock, \$0.01 Par Value  
(Title of Class of Securities)

811699107  
(CUSIP Number)

MARK MITCHELL  
RAMIUS LLC  
599 Lexington Avenue, 20th Floor  
New York, New York 10022  
(212) 845-7988

STEVEN WOLOSKY, ESQ.  
OLSHAN GRUNDMAN FROME ROSENZWEIG & WOLOSKY LLP  
Park Avenue Tower  
65 East 55th Street  
New York, New York 10022  
(212) 451-2300

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

June 3, 2010  
(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 for other parties to whom copies are to be sent.

<sup>1</sup> The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

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1	NAME OF REPORTING PERSON RAMIUS VALUE AND OPPORTUNITY MASTER FUND LTD	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,483,545
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 1,483,545
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,483,545	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.8%	
14	TYPE OF REPORTING PERSON CO	

1	NAME OF REPORTING PERSON RAMIUS ENTERPRISE MASTER FUND LTD	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 349,648
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 349,648
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 349,648	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.1%	
14	TYPE OF REPORTING PERSON CO	

1	NAME OF REPORTING PERSON RAMIUS NAVIGATION MASTER FUND LTD	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 349,648
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 349,648
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 349,648	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.1%	
14	TYPE OF REPORTING PERSON CO	

1	NAME OF REPORTING PERSON RCG PB, LTD	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 462,807
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 462,807
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 462,807	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.5%	
14	TYPE OF REPORTING PERSON CO	

1	NAME OF REPORTING PERSON RAMIUS ADVISORS, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 812,455
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 812,455
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 812,455	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.6%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON RCG STARBOARD ADVISORS, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,483,545
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 1,483,545
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,483,545	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.8%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON RAMIUS LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 2,296,000
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 2,296,000
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,296,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.4%	
14	TYPE OF REPORTING PERSON OO	



1	NAME OF REPORTING PERSON COWEN GROUP, INC.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 2,296,000
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 2,296,000
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,296,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.4%	
14	TYPE OF REPORTING PERSON CO	

1	NAME OF REPORTING PERSON RCG HOLDINGS LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 2,296,000
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 2,296,000
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,296,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.4%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON  C4S & CO., L.L.C.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  2,296,000
	8	SHARED VOTING POWER  - 0 -
	9	SOLE DISPOSITIVE POWER  2,296,000
	10	SHARED DISPOSITIVE POWER  - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  2,296,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  7.4%	
14	TYPE OF REPORTING PERSON  OO	

1	NAME OF REPORTING PERSON  PETER A. COHEN	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  - 0 -
	8	SHARED VOTING POWER  2,296,000
	9	SOLE DISPOSITIVE POWER  - 0 -
	10	SHARED DISPOSITIVE POWER  2,296,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  2,296,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  7.4%	
14	TYPE OF REPORTING PERSON  IN	

1	NAME OF REPORTING PERSON MORGAN B. STARK	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) <input type="checkbox"/> OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 2,296,000
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 2,296,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,296,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.4%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON JEFFREY M. SOLOMON	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) <input type="checkbox"/> OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 2,296,000
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 2,296,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,296,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.4%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON THOMAS W. STRAUSS	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) <input type="checkbox"/> OR 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 2,296,000
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 2,296,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,296,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.4%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON JOHN A. BUCKETT	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,000
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 1,000
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,000 <sup>1</sup>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON IN	

<sup>1</sup> See Item 5.



1	NAME OF REPORTING PERSON EDWARD TERINO	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 10,000
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 10,000
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 10,000 <sup>1</sup>	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON IN	

<sup>1</sup> See Item 5.

The following constitutes Amendment No. 2 (“Amendment No. 2”) to the Schedule 13D filed by the undersigned. This Amendment No. 2 amends the Schedule 13D as specifically set forth.

Item 2. Identity and Background.

Item 2 is hereby amended and restated to read as follows:

In connection with the Settlement Agreement described and defined in Item 4, Value and Opportunity Master Fund has withdrawn its nominations of Messrs. Buckett and Terino for election at the 2010 Annual Meeting. Accordingly, Messrs. Buckett and Terino are no longer members of the Section 13(d) group and shall cease to be Reporting Persons immediately upon the filing of this Amendment No. 2.

- (a) This statement is filed by:
- (i) Ramius Value and Opportunity Master Fund Ltd, a Cayman Islands exempted company (“Value and Opportunity Master Fund”), with respect to the Shares directly and beneficially owned by it;
  - (ii) Ramius Navigation Master Fund Ltd, a Cayman Islands exempted company (“Navigation Master Fund”), with respect to the Shares directly and beneficially owned by it;
  - (iii) RCG PB, Ltd, a Cayman Islands exempted company (“RCG PB”), with respect to the Shares directly and beneficially owned by it;
  - (iv) Ramius Enterprise Master Fund Ltd, a Cayman Islands exempted company (“Enterprise Master Fund”), who serves as the sole shareholder of Navigation Master Fund;
  - (v) Ramius Advisors, LLC, a Delaware limited liability company (“Ramius Advisors”), who serves as the investment advisor of Enterprise Master Fund, Navigation Master Fund and RCG PB;
  - (vi) RCG Starboard Advisors, LLC, a Delaware limited liability company (“RCG Starboard Advisors”), who serves as the investment manager of Value and Opportunity Master Fund;
  - (vii) Ramius LLC, a Delaware limited liability company (“Ramius”), who serves as the sole member of each of RCG Starboard Advisors and Ramius Advisors;
  - (viii) Cowen Group, Inc., a Delaware corporation (“Cowen”), who serves as the sole member of Ramius;
  - (ix) RCG Holdings LLC, a Delaware limited liability company (“RCG Holdings”), who is a significant shareholder of Cowen;
  - (x) C4S & Co., L.L.C., a Delaware limited liability company (“C4S”), who serves as managing member of RCG Holdings;
  - (xi) Peter A. Cohen, who serves as one of the managing members of C4S;
  - (xii) Morgan B. Stark, who serves as one of the managing members of C4S;
  - (xiii) Thomas W. Strauss, who serves as one of the managing members of C4S; and
  - (xiv) Jeffrey M. Solomon, who serves as one of the managing members of C4S.

Each of the foregoing is referred to as a "Reporting Person" and collectively as the "Reporting Persons." Each of the Reporting Persons is party to that certain Joint Filing Agreement, as further described in Item 6. Accordingly, the Reporting Persons are hereby filing a joint Schedule 13D.

(b) The address of the principal office of each of Ramius Advisors, RCG Starboard Advisors, Ramius, Cowen, RCG Holdings, C4S, and Messrs. Cohen, Stark, Strauss and Solomon is 599 Lexington Avenue, 20th Floor, New York, New York 10022.

The address of the principal office of each of Value and Opportunity Master Fund, Enterprise Master Fund, Navigation Master Fund and RCG PB is c/o Citco Fund Services (Cayman Islands) Limited, Regatta Office Park, Windward 1, 2nd Floor, PO Box 31106, Grand Cayman KY1-1205, Cayman Islands. The officers and directors of Value and Opportunity Master Fund and their principal occupations and business addresses are set forth on Schedule B and incorporated by reference in this Item 2. The officers and directors of Enterprise Master Fund and their principal occupations and business addresses are set forth on Schedule C and incorporated by reference in this Item 2. The officers and directors of Navigation Master Fund and their principal occupations and business addresses are set forth on Schedule D and incorporated by reference in this Item 2. The officers and directors of RCG PB and their principal occupations and business addresses are set forth on Schedule E and incorporated by reference in this Item 2. The officers and directors of Cowen and their principal occupations and business addresses are set forth on Schedule F and incorporated by reference in this Item 2.

(c) The principal business of each of Value and Opportunity Master Fund, RCG PB and Navigation Master Fund is serving as a private investment fund. Value and Opportunity Master Fund has been formed for the purpose of making equity investments and, on occasion, taking an active role in the management of portfolio companies in order to enhance shareholder value. Each of RCG PB and Navigation Master Fund has been formed for the purpose of making equity and debt investments. Enterprise Master Fund is the sole shareholder of Navigation Master Fund. The principal business of RCG Starboard Advisors is acting as the investment manager of Value and Opportunity Master Fund. The principal business of Ramius Advisors is acting as the investment advisor of Navigation Master Fund, Enterprise Master Fund and RCG PB. Ramius is engaged in money management and investment advisory services for third parties and proprietary accounts and serves as the sole member of each of RCG Starboard Advisors and Ramius Advisors. Cowen provides alternative investment management, investment banking, research, and sales and trading services through its business units, Ramius and Cowen and Company. Cowen also serves as the sole member of Ramius. RCG Holdings is a significant shareholder of Cowen. C4S serves as managing member of Ramius. Messrs. Cohen, Strauss, Stark and Solomon serve as co-managing members of C4S.

(d) No Reporting Person, nor any person listed on Schedule B, Schedule C, Schedule D, Schedule E or Schedule F, each annexed hereto, has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) No Reporting Person, nor any person listed on Schedule B, Schedule C, Schedule D, Schedule E or Schedule F, each annexed hereto, has, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Messrs. Cohen, Stark, Strauss and Solomon are citizens of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended and restated to read as follows:

The Shares purchased by Value and Opportunity Master Fund, Navigation Master Fund and RCG PB were purchased with working capital (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business) in open market purchases, except as otherwise noted, as set forth in Schedule A, which is incorporated by reference herein. The aggregate purchase cost of the 2,296,000 Shares beneficially owned in the aggregate by Value and Opportunity Master Fund, Navigation Master Fund and RCG PB is approximately \$16,223,000, excluding brokerage commissions.

The Shares purchased by Mr. Buckett were purchased with personal funds. The aggregate purchase cost of the 1,000 Shares owned directly by Mr. Bucket is approximately \$6,670, excluding brokerage commissions.

The Shares purchased by Mr. Terino were purchased with personal funds. The aggregate purchase cost of the 10,000 Shares owned directly by Mr. Terino is approximately \$67,900, excluding brokerage commissions.

Item 4. Purpose of Transaction.

Item 4 is hereby amended to add the following:

On June 3, 2010, the Ramius Group (as defined in the Settlement Agreement) and the Issuer entered into a settlement agreement (the "Settlement Agreement"). Pursuant to the terms of the Settlement Agreement, the Issuer agreed (i) to increase the size of the Board from six (6) to eight (8) members, (ii) to appoint Edward Terino and Raghu Rau (the "New Appointees") to the class of directors whose terms expire in 2010 and the class of directors whose terms expire in 2011, respectively, (iii) to appoint at least one of the New Appointees as a member of each committee of the Board and each newly created committee of the Board, (iv) one of the New Appointees will be included as a member of any special committee established by the Board while either of the New Appointees is serving as a director on the Board, (v) to nominate Mr. Terino for election to the Board at the 2010 Annual Meeting together with two (2) existing directors for inclusion in the Issuer's slate of nominees, (vi) to recommend, support and solicit proxies for the election of Mr. Terino in the same manner as for the Issuer's other nominees for election at the 2010 Annual Meeting, (vii) that the size of the Board shall remain fixed at eight (8) directors until the conclusion of the Issuer's 2011 annual meeting of stockholders (the "2011 Annual Meeting"), (viii) to provide written notice to the Ramius Group of whether it intends to nominate Mr. Rau or the Rau Replacement Director (as defined in the Settlement Agreement) for election to the Board at the 2011 Annual Meeting, (ix) if Mr. Terino is unable or refuses to serve or stand for election at the 2010 Annual Meeting, resigns as a director or is removed as a director prior to the Issuer's 2013 annual meeting of stockholders, the Ramius Group shall have the ability to recommend a substitute "independent" nominee to replace Mr. Terino, subject to the approval of the Issuer's Corporate Governance and Nominating Committee (the "Nominating Committee") in good faith after exercising its fiduciary duties, which approval will not be unreasonably withheld. In the event the Nominating Committee does not accept such substitute director(s) recommended by the Ramius Group, the Ramius Group will have the right to recommend additional substitute director(s) for consideration by the Nominating Committee. Any substitute director approved by the Nominating Committee will be appointed to the Board no later than five (5) business days after such approval, and (x) if Mr. Rau is unable or refuses to serve as a director, resigns as a director or is removed as a director prior to the 2011 Annual Meeting, the Ramius Group shall have the ability to recommend a substitute "independent" nominee to replace Mr. Rau, subject to the approval of the Nominating Committee in good faith after exercising its fiduciary duties, which approval will not be unreasonably withheld. In the event the Nominating Committee does not accept such substitute director(s) recommended by the Ramius Group, the Ramius Group will have the right to recommend additional substitute director(s) for consideration by the Nominating Committee. Any substitute director approved by the Nominating Committee will be appointed to the Board no later than five (5) business days after such approval.

The Ramius Group agreed (i) to withdraw its Nomination Letter for the election for the election of two (2) directors at the 2010 Annual Meeting, (ii) to vote in all Shares beneficially owned by it and its affiliates in favor of (a) the director nominees recommended to shareholders by the Board at the 2010 Annual Meeting and (b) ratification of the Issuer's independent registered public accounting firm (the "Ramius Supported Proposals"), (iii) through the 2010 Annual Meeting not to, directly or indirectly, make any statements or engage in any activities in opposition to the Ramius Supported Proposals, and (iv) not to, directly or indirectly, nominate any person for election at the 2010 Annual Meeting or submit any proposal for consideration at, or bring any other business before, the 2010 Annual Meeting. In addition, if at any time prior to the conclusion of the 2011 Annual Meeting the Ramius Group's aggregate beneficial ownership of Shares becomes less than 3.0% of the Issuer's then outstanding Shares, Mr. Rau shall resign from the Board and the right of the Ramius Group to recommend a replacement to fill such newly created vacancy shall terminate.

The foregoing description of the Settlement Agreement is qualified in its entirety by reference to the Settlement Agreement, which is attached as exhibit 99.2 hereto and is incorporated herein by reference.

Item 5. Interest in Securities of the Issuer.

Item 5 is hereby amended and restated to read as follows:

The aggregate percentage of Shares reported owned by each person named herein is based upon 31,172,784 Shares outstanding, as of May 18, 2010, which is the total number of Shares outstanding as reported in the Issuer's Definitive Proxy Statement on Form DEF14A, filed with the Securities and Exchange Commission on June 4, 2010.

A. Value and Opportunity Master Fund

(a) As of close of the close of business on June 4, 2010, Value and Opportunity Master Fund beneficially owned 1,483,545 Shares.

Percentage: Approximately 4.8%.

(b) 1. Sole power to vote or direct vote: 1,483,545  
2. Shared power to vote or direct vote: 0  
3. Sole power to dispose or direct the disposition: 1,483,545  
4. Shared power to dispose or direct the disposition: 0

(c) The transactions in the Shares by Value and Opportunity Master Fund since the filing of Amendment No. 1 to the Schedule 13D are set forth in Schedule A and are incorporated herein by reference.

B. Navigation Master Fund

(a) As of the close of business on June 4, 2010, Navigation Master Fund beneficially owned 349,648 Shares.

Percentage: Approximately 1.1%.

(b) 1. Sole power to vote or direct vote: 349,648  
2. Shared power to vote or direct vote: 0  
3. Sole power to dispose or direct the disposition: 349,648  
4. Shared power to dispose or direct the disposition: 0

(c) The transactions in the Shares by Navigation Master Fund since the filing of Amendment No. 1 to the Schedule 13D are set forth in Schedule A and are incorporated herein by reference.

C. RCG PB

- (a) As of the close of business on June 4, 2010, RCG PB beneficially owned 462,807 Shares.

Percentage: Approximately 1.5%.

- (b) 1. Sole power to vote or direct vote: 462,807  
2. Shared power to vote or direct vote: 0  
3. Sole power to dispose or direct the disposition: 462,807  
4. Shared power to dispose or direct the disposition: 0

- (c) The transactions in the Shares by RCG PB since the filing of Amendment No. 1 to the Schedule 13D are set forth in Schedule A and are incorporated herein by reference.

D. Enterprise Master Fund

- (a) Enterprise Master Fund, as the sole shareholder of Navigation Master Fund, may be deemed the beneficial owner of the 349,648 Shares owned by Navigation Master Fund.

Percentage: Approximately 1.1%.

- (b) 1. Sole power to vote or direct vote: 349,648  
2. Shared power to vote or direct vote: 0  
3. Sole power to dispose or direct the disposition: 349,648  
4. Shared power to dispose or direct the disposition: 0

- (c) The transactions in the Shares by Enterprise Master Fund since the filing of Amendment No. 1 to the Schedule 13D are set forth in Schedule A and are incorporated herein by reference. The transactions in the Shares on behalf of Navigation Master Fund since the filing of Amendment No. 1 to the Schedule 13D are set forth on Schedule A and are incorporated herein by reference.

E. Ramius Advisors

- (a) Ramius Advisors, as the investment advisor of each of Navigation Master Fund and RCG PB, may be deemed the beneficial owner of the (i) 349,648 Shares owned by Navigation Master Fund and (ii) 462,807 Shares owned by RCG PB.

Percentage: Approximately 2.6%.

- (b) 1. Sole power to vote or direct vote: 812,455  
2. Shared power to vote or direct vote: 0  
3. Sole power to dispose or direct the disposition: 812,455  
4. Shared power to dispose or direct the disposition: 0

- (c) Ramius Advisors has not entered into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D. The transactions in the Shares by Navigation Master Fund and RCG PB since the filing of Amendment No. 1 to the Schedule 13D are set forth in Schedule A and are incorporated herein by reference.

F. RCG Starboard Advisors

- (a) RCG Starboard Advisors, as the investment manager of Value and Opportunity Master Fund may be deemed the beneficial owner of the 1,483,545 Shares owned by Value and Opportunity Master Fund.
- Percentage: Approximately 4.8%.
- (b) 1. Sole power to vote or direct vote: 1,483,545  
2. Shared power to vote or direct vote: 0  
3. Sole power to dispose or direct the disposition: 1,483,545  
4. Shared power to dispose or direct the disposition: 0
- (c) RCG Starboard Advisors has not entered into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D. The transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D on behalf of Value and Opportunity Master Fund are set forth on Schedule A and incorporated herein by reference.

G. Ramius

- (a) Ramius, as the sole member of each of RCG Starboard Advisors and Ramius Advisors, may be deemed the beneficial owner of the (i) 1,483,545 Shares owned by Value and Opportunity Master Fund, (ii) 349,648 Shares owned by Navigation Master Fund and (iii) 462,807 Shares owned by RCG PB.
- Percentage: Approximately 7.4%.
- (b) 1. Sole power to vote or direct vote: 2,296,000  
2. Shared power to vote or direct vote: 0  
3. Sole power to dispose or direct the disposition: 2,296,000  
4. Shared power to dispose or direct the disposition: 0
- (c) Ramius has not entered into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D. The transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D on behalf of Value and Opportunity Master Fund, Navigation Master Fund, Enterprise Master Fund and RCG PB are set forth on Schedule A and incorporated herein by reference.

H. Cowen

- (a) Cowen, as the sole member of Ramius, may be deemed the beneficial owner of the (i) 1,483,545 Shares owned by Value and Opportunity Master Fund, (ii) 349,648 Shares owned by Navigation Master Fund and (iii) 462,807 Shares owned by RCG PB.
- Percentage: Approximately 7.4%.

- (b)
  - 1. Sole power to vote or direct vote: 2,296,000
  - 2. Shared power to vote or direct vote: 0
  - 3. Sole power to dispose or direct the disposition: 2,296,000
  - 4. Shared power to dispose or direct the disposition: 0
- (c) Cowen has not entered into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D. The transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D on behalf of Value and Opportunity Master Fund, Navigation Master Fund, Enterprise Master Fund and RCG PB are set forth on Schedule A and incorporated herein by reference.

I. RCG Holdings

- (a) RCG Holdings, as a significant shareholder of Cowen, may be deemed the beneficial owner of the (i) 1,483,545 Shares owned by Value and Opportunity Master Fund, (ii) 349,648 Shares owned by Navigation Master Fund and (iii) 462,807 Shares owned by RCG PB.  
  
Percentage: Approximately 7.4%.
- (b)
  - 1. Sole power to vote or direct vote: 2,296,000
  - 2. Shared power to vote or direct vote: 0
  - 3. Sole power to dispose or direct the disposition: 2,296,000
  - 4. Shared power to dispose or direct the disposition: 0
- (c) RCG Holdings has not entered into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D. The transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D on behalf of Value and Opportunity Master Fund, Navigation Master Fund, Enterprise Master Fund and RCG PB are set forth on Schedule A and incorporated herein by reference.

J. C4S

- (a) C4S, as the managing member of RCG Holdings, may be deemed the beneficial owner of the (i) 1,483,545 Shares owned by Value and Opportunity Master Fund, (ii) 349,648 Shares owned by Navigation Master Fund and (iii) 462,807 Shares owned by RCG PB.  
  
Percentage: Approximately 7.4%.
- (b)
  - 1. Sole power to vote or direct vote: 2,296,000
  - 2. Shared power to vote or direct vote: 0
  - 3. Sole power to dispose or direct the disposition: 2,296,000
  - 4. Shared power to dispose or direct the disposition: 0



- (c) C4S has not entered into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D. The transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D on behalf of Value and Opportunity Master Fund, Navigation Master Fund, Enterprise Master Fund and RCG PB are set forth on Schedule A and incorporated herein by reference.

K. Messrs. Cohen, Stark, Strauss and Solomon

- (a) Each of Messrs. Cohen, Stark, Strauss and Solomon, as the managing members of C4S, may be deemed the beneficial owner of the (i) 1,483,545 Shares owned by Value and Opportunity Master Fund, (ii) 349,648 Shares owned by Navigation Master Fund and (iii) 462,807 Shares owned by RCG PB.

Percentage: Approximately 7.4%.

- (b)
  - 1. Sole power to vote or direct vote: 0
  - 2. Shared power to vote or direct vote: 2,296,000
  - 3. Sole power to dispose or direct the disposition: 0
  - 4. Shared power to dispose or direct the disposition: 2,296,000
- (c) None of Messrs. Cohen, Stark, Strauss or Solomon has entered into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D. The transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D on behalf of Value and Opportunity Master Fund, Navigation Master Fund, Enterprise Master Fund and RCG PB are set forth on Schedule A and incorporated herein by reference.

L. Mr. Buckett

- (a) As of the close of business on June 4, 2010, Mr. Buckett directly owned 1,000 Shares. Mr. Buckett, as a member of a “group” with the other Reporting Persons for the purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), is deemed the beneficial owners of the (i) 1,483,545 Shares owned by Value and Opportunity Master Fund, (ii) 349,648 Shares owned by Navigation Master Fund and (iii) 462,807 Shares owned by RCG PB. Mr. Buckett disclaims beneficial ownership of such Shares owned by Value and Opportunity Mater Fund, Navigation Master Fund and RCG PB.

Percentage: Less than 1%.

- (b)
  - 1. Sole power to vote or direct vote: 1,000
  - 2. Shared power to vote or direct vote: 0
  - 3. Sole power to dispose or direct the disposition: 1,000
  - 4. Shared power to dispose or direct the disposition: 0

- (c) Mr. Buckett did not enter into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D. The transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D on behalf of Value and Opportunity Master Fund, Navigation Master Fund, Enterprise Master Fund and RCG PB are set forth in Schedule A and are incorporated by reference.

M. Mr. Terino

- (a) As of the close of business on June 4, 2010, Mr. Terino directly owned 10,000 Shares. Mr. Terino, as a member of a “group” with the other Reporting Persons for the purposes of Section 13(d)(3) of the Exchange Act, is deemed the beneficial owners of the (i) 1,483,545 Shares owned by Value and Opportunity Master Fund, (ii) 349,648 Shares owned by Navigation Master Fund and (iii) 462,807 Shares owned by RCG PB. Mr. Terino disclaims beneficial ownership of such Shares owned by Value and Opportunity Mater Fund, Navigation Master Fund and RCG PB.

Percentage: Less than 1%.

- (b) 1. Sole power to vote or direct vote: 10,000  
2. Shared power to vote or direct vote: 0  
3. Sole power to dispose or direct the disposition: 10,000  
4. Shared power to dispose or direct the disposition: 0
- (c) Mr. Terino did not enter into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D. The transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D on behalf of Value and Opportunity Master Fund, Navigation Master Fund, Enterprise Master Fund and RCG PB are set forth in Schedule A and are incorporated by reference.
- (d) No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, such Shares.
- (e) Not applicable.

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

Item 6 is hereby amended to add the following:

On June 7, 2010, Value and Opportunity Master Fund, RCG PB, Navigation Master Fund, Enterprise Master Fund, RCG Starboard Advisors, Ramius Advisors, Ramius, Cowen, RCG Holdings, C4S, Mr. Cohen, Mr. Solomon, Mr. Stark and Mr. Strauss (collectively, the “Group”) entered into a Joint Filing Agreement (the “Joint Filing Agreement”) in which the Reporting Persons who will remain Reporting Persons subsequent to this Amendment No. 2 agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer to the extent required by applicable law. The Joint Filing Agreement is attached as Exhibit 99.1 hereto and is incorporated herein by reference.

hereto. On June 3, 2010, the Ramius Group and the Issuer entered into a Settlement Agreement defined and described in Item 4 above and attached as Exhibit 99.2

Item 7. Material to be Filed as Exhibits

Item 7 is hereby amended to add the following exhibits:

- 99.1 Joint Filing and Solicitation Agreement, dated June 7, 2010, by and among Ramius Value and Opportunity Master Fund Ltd, Ramius Navigation Master Fund Ltd, RCG PB, Ltd, Ramius Enterprise Master Fund Ltd, Ramius Advisors, LLC, RCG Starboard Advisors, LLC, Ramius LLC, Cowen Group, Inc., RCG Holdings LLC, C4S & Co., L.L.C., Peter A. Cohen, Morgan B. Stark, Thomas W. Strauss and Jeffrey M. Solomon.
- 99.2 Settlement Agreement by and among Ramius Value and Opportunity Master Fund Ltd, RCG PB, Ltd, Ramius Navigation Master Fund Ltd, Ramius Enterprise Master Fund Ltd, Ramius Advisors, LLC, RCG Starboard Advisors, LLC, Ramius LLC, Cowen Group, Inc., RCG Holdings LLC, C4S & Co., L.L.C., Peter A. Cohen, Morgan B. Stark, Thomas W. Strauss, Jeffrey M. Solomon and SeaChange International, Inc., dated June 3, 2010.

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: June 7, 2010

RAMIUS VALUE AND OPPORTUNITY MASTER FUND LTD

By: RCG Starboard Advisors, LLC,  
its investment manager

RCG STARBOARD ADVISORS, LLC

By: Ramius LLC,  
its sole member

RAMIUS NAVIGATION MASTER FUND LTD

By: Ramius Advisors, LLC,  
its investment advisor

RAMIUS ADVISORS, LLC

By: Ramius LLC,  
its sole member

RAMIUS ENTERPRISE MASTER FUND LTD

By: Ramius Advisors, LLC,  
its investment advisor

RAMIUS LLC

By: Cowen Group, Inc.,  
its sole member

RCG PB, LTD

By: Ramius Advisors, LLC,  
its investment advisor

COWEN GROUP, INC.

RCG HOLDINGS LLC

By: C4S & Co., L.L.C.,  
its managing member

C4S & CO., L.L.C.

By: /s/ Owen S. Littman

Name: Owen S. Littman

Title: Authorized Signatory

/s/ Owen S. Littman

OWEN S. LITTMAN

Individually and as attorney-in-fact for Jeffrey M. Solomon, Peter A. Cohen, Morgan B. Stark, Thomas W. Strauss, John A. Buckett and Edward Terino

**SCHEDULE A**

**Transactions in the Shares Since the Filing of Amendment No. 1**

Shares of Common Stock <u>Purchased/ (Sold)</u>	Price Per <u>Share(\$)</u>	Date of <u>Purchase/ Sale</u>
<b><u>RAMIUS VALUE AND OPPORTUNITY MASTER FUND LTD</u></b>		
8,606	7.7933	05/07/2010
450	7.7924	05/21/2010
32,344	7.5391	05/25/2010
<b><u>RAMIUS NAVIGATION MASTER FUND LTD</u></b>		
345,048#	7.1172	05/01/2010
(462,807)*	8.3300	05/01/2010
956	7.7933	05/07/2010
50	7.7924	05/21/2010
3,594	7.5391	05/25/2010
<b><u>RAMIUS ENTERPRISE MASTER FUND LTD</u></b>		
(345,048)##	8.3300	05/01/2010
<b><u>RCG PB, LTD</u></b>		
462,807**	6.7280	05/01/2010

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# Shares were acquired from Ramius Enterprise Master Fund Ltd, an affiliate of Ramius Navigation Master Fund Ltd, in an exempt transaction.

\* Shares were transferred to RCG PB Ltd, an affiliate of Ramius Navigation Master Fund Ltd, in an exempt transaction.

## Shares were transferred to Ramius Navigation Master Fund Ltd, an affiliate of Ramius Enterprise Master Fund Ltd, in an exempt transaction.

\*\* Shares were acquired from Ramius Navigation Master Fund Ltd, an affiliate of RCG PB Ltd, in an exempt transaction.

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**SCHEDULE B**

**Directors and Officers of Ramius Value and Opportunity Master Fund Ltd**

<u>Name and Position</u>	<u>Principal Occupation</u>	<u>Principal Business Address</u>	<u>Citizenship</u>
Jeffrey M. Solomon Director	Chief Operating Officer of Cowen Group, Inc.	599 Lexington Avenue 20th Floor New York, New York 10022	United States
Mark R. Mitchell Director	Partner Managing Director of Ramius LLC	599 Lexington Avenue 20th Floor New York, New York 10022	United States
CFS Company Ltd. Director	Nominee Company registered with Cayman Islands Monetary Authority and is affiliated with Administrator of the Fund	c/o Citco Fund Services (Cayman Islands) Limited Regatta Office Park Windward 1, 2nd Floor PO Box 31106 Grand Cayman KY1-1205 Cayman Islands	Cayman Islands
CSS Corporation Ltd. Secretary	Affiliate of the Administrator of the Fund	c/o Citco Fund Services (Cayman Islands) Limited Regatta Office Park Windward 1, 2nd Floor PO Box 31106 Grand Cayman KY1-1205 Cayman Islands	Cayman Islands
CSS Corporation Ltd. Secretary	Affiliate of the Administrator of the Fund	c/o Citco Fund Services (Cayman Islands) Limited Regatta Office Park Windward 1, 2nd Floor PO Box 31106 Grand Cayman KY1-1205 Cayman Islands	Cayman Islands

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**SCHEDULE C**

**Directors and Officers of Ramius Enterprise Master Fund Ltd**

<u>Name and Position</u>	<u>Principal Occupation</u>	<u>Principal Business Address</u>	<u>Citizenship</u>
Morgan B. Stark Director	Chairman of Ramius LLC	599 Lexington Avenue 20th Floor New York, New York 10022	United States
CFS Company Ltd. Director	Nominee Company registered with Cayman Islands Monetary Authority and is affiliated with Administrator of the Fund	c/o Citco Fund Services (Cayman Islands) Limited Regatta Office Park Windward 1, 2nd Floor PO Box 31106 Grand Cayman KY1-1205 Cayman Islands	Cayman Islands
CSS Corporation Ltd. Secretary	Affiliate of the Administrator of the Fund	c/o Citco Fund Services (Cayman Islands) Limited Regatta Office Park Windward 1, 2nd Floor PO Box 31106 Grand Cayman KY1-1205 Cayman Islands	Cayman Islands

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**SCHEDULE D**

**Directors and Officers of Ramius Navigation Master Fund Ltd**

<u>Name and Position</u>	<u>Principal Occupation</u>	<u>Principal Business Address</u>	<u>Citizenship</u>
Jeffrey C. Smith Director	Partner Managing Director of Ramius LLC	599 Lexington Avenue 20th Floor New York, New York 10022	United States

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**SCHEDULE E**

**Directors and Officers of RCG PB, Ltd**

<u>Name and Position</u>	<u>Principal Occupation</u>	<u>Principal Business Address</u>	<u>Citizenship</u>
Morgan B. Stark Director	Chairman of Ramius LLC	599 Lexington Avenue 20th Floor New York, New York 10022	United States
CFS Company Ltd. Director	Nominee Company registered with Cayman Islands Monetary Authority and is affiliated with Administrator of the Fund	c/o Citco Fund Services (Cayman Islands) Limited Regatta Office Park Windward 1, 2nd Floor PO Box 31106 Grand Cayman KY1-1205 Cayman Islands	Cayman Islands
CSS Corporation Ltd. Secretary	Affiliate of the Administrator of the Fund	c/o Citco Fund Services (Cayman Islands) Limited Regatta Office Park Windward 1, 2nd Floor PO Box 31106 Grand Cayman KY1-1205 Cayman Islands	Cayman Islands

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**SCHEDULE F****Directors and Officers of Cowen Group, Inc.**

<u>Name and Position</u>	<u>Principal Occupation</u>	<u>Principal Business Address</u>	<u>Citizenship</u>
Peter A. Cohen Chairman of the Board and Chief Executive Officer	Chief Executive Officer of Cowen Group, Inc.	c/o Cowen Group, Inc. 599 Lexington Avenue 20th Floor New York, New York 10022	United States
Jules B. Kroll Director	President of JEMKroll Group	c/o Cowen Group, Inc. 599 Lexington Avenue 20th Floor New York, New York 10022	United States
David M. Malcolm Director	President and Chief Executive Officer of Cowen and Company	c/o Cowen Group, Inc. 599 Lexington Avenue 20th Floor New York, New York 10022	United States
Jerome S. Markowitz Director	Senior Partner at Conifer Securities LLC	c/o Cowen Group, Inc. 599 Lexington Avenue 20th Floor New York, New York 10022	United States
Jack H. Nusbaum Director	Chairman of Wilkie Farr & Gallagher LLP	c/o Cowen Group, Inc. 599 Lexington Avenue 20th Floor New York, New York 10022	United States
L. Thomas Richards, M.D. Director	Physician, UCSF Medical Center	c/o Cowen Group, Inc. 599 Lexington Avenue 20th Floor New York, New York 10022	United States
Edoardo Spezzotti Director	Senior Executive Vice President of Unicredit Group	c/o Cowen Group, Inc. 599 Lexington Avenue 20th Floor New York, New York 10022	Italy
John E. Toffolon, Jr. Lead Director	Director, Westway Group, Inc.	c/o Cowen Group, Inc. 599 Lexington Avenue 20th Floor New York, New York 10022	United States
Charles W.B. Wardell, III Director	Senior Client Partner at Korn/Ferry	c/o Cowen Group, Inc. 599 Lexington Avenue 20th Floor New York, New York 10022	United States
Christopher A. White Director and Chief of Staff	Chief of Staff of Cowen Group, Inc.	c/o Cowen Group, Inc. 599 Lexington Avenue 20th Floor New York, New York 10022	United States
Joseph R. Wright Director	Chief Executive Officer and Director of Scientific Games Corporation	c/o Cowen Group, Inc. 599 Lexington Avenue 20th Floor New York, New York 10022	United States

**JOINT FILING AGREEMENT**

In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of Amendment No. 2 to the Schedule 13D originally filed on April 9, 2010 (including additional amendments thereto) with respect to the shares of Common Stock, \$0.01 par value, of SeaChange International, Inc. This Joint Filing Agreement shall be filed as an Exhibit to such Statement.

Dated: June 7, 2010

RAMIUS VALUE AND OPPORTUNITY MASTER FUND LTD  
By: RCG Starboard Advisors, LLC,  
its investment manager

RCG STARBOARD ADVISORS, LLC  
By: Ramius LLC,  
its sole member

RAMIUS NAVIGATION MASTER FUND LTD  
By: Ramius Advisors, LLC,  
its investment advisor

RAMIUS ADVISORS, LLC  
By: Ramius LLC,  
its sole member

RAMIUS ENTERPRISE MASTER FUND LTD  
By: Ramius Advisors, LLC,  
its investment advisor

RAMIUS LLC  
By: Cowen Group, Inc.,  
its sole member

RCG PB, LTD  
By: Ramius Advisors, LLC,  
its investment advisor

COWEN GROUP, INC.  
  
RCG HOLDINGS LLC  
By: C4S & Co., L.L.C.,  
its managing member  
  
C4S & CO., L.L.C.

By: /s/ Owen S. Littman  
Name: Owen S. Littman  
Title: Authorized Signatory

/s/ Owen S. Littman  
OWEN S. LITTMAN  
Individually and as attorney-in-fact for Jeffrey M.  
Solomon, Peter A. Cohen, Morgan B. Stark and  
Thomas W. Strauss

**EXECUTION VERSION****AGREEMENT**

This Agreement (this "Agreement") is made and entered into as of June 3, 2010, by and among SeaChange International, Inc. (the "Company" or "SeaChange") and the entities and natural persons listed on Exhibit A hereto (collectively, the "Ramius Group") (each of the Company and the Ramius Group, a "Party" to this Agreement, and collectively, the "Parties").

**RECITALS:**

WHEREAS, the Company and the Ramius Group have engaged in various discussions and communications concerning the Company's business, financial performance and strategic plans;

WHEREAS, the Ramius Group duly submitted a nomination letter to the Company on January 26, 2010 (the "Nomination Letter") nominating two (2) individuals as director candidates for election to the Company's board of directors (the "Board") at the 2010 annual meeting of stockholders of the Company (including any adjournment or postponement thereof, the "2010 Annual Meeting"); and

WHEREAS, the Company and the members of the Ramius Group have determined (i) that the interests of the Company and its stockholders would be best served at this time by, among other things, avoiding an election contest and the expense and disruption that may result therefrom and (ii) to come to an agreement with respect to the composition of the Board, certain matters related to the 2010 Annual Meeting and certain other matters, as provided in this Agreement.

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

1. Board Matters; Board Appointments; 2010 Annual Meeting; Committee Appointments; Replacement Directors.

(a) Concurrent with the next regularly scheduled meeting of the Board, but in any event no later than July 15, 2010, the Company shall take all necessary actions to (i) increase the size of the Board from six (6) to eight (8) members and (ii) appoint Edward Terino and Raghu Rau to fill the vacancies on the Board created by increasing its size to eight (8) members (the "New Appointees"). Mr. Terino shall be appointed to the class of directors whose terms expire in 2010 and Mr. Rau shall be appointed to the class of directors whose terms expire in 2011.

(b) Upon execution of this Agreement, the Ramius Group hereby withdraws its Nomination Letter for the election of two (2) directors at the 2010 Annual Meeting.

(c) Concurrent with the next regularly scheduled meeting of the Board, but in any event no later than July 15, 2010, the Company will take all action necessary in furtherance of the appointment of at least one of the New Appointees to be a member of each committee of the Board and each committee of the Board which is created after the date of this Agreement, provided the New Appointee is otherwise qualified to serve on such committee.

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(d) The Company agrees that one of the New Appointees will be included as a member of any special committee that is established by the Board while either of the New Appointees is serving as a director of the Board, provided the New Appointee is otherwise qualified to serve on such committee.

(e) The Company agrees that prior to the time that it mails its definitive proxy statement for the 2010 Annual Meeting, the Company shall take all necessary actions to nominate Mr. Terino for election to the Board at the 2010 Annual Meeting together with two (2) existing directors for inclusion in the Company's slate of nominees (the "2010 Nominees") with terms expiring at the Company's 2013 annual meeting of stockholders (the "2013 Annual Meeting").

(f) The Company and the Ramius Group agree that the size of the Board shall remain fixed at eight (8) members until the conclusion of the Company's 2011 annual meeting of stockholders (the "2011 Annual Meeting").

(g) The Company agrees that it shall provide written notice to the Ramius Group of whether the Company intends to nominate Mr. Rau, or the Rau Replacement Director (as defined below), if applicable, for election at the 2011 Annual Meeting no later than the date that is ten (10) business days prior to the deadline for a stockholder to submit nominations at the 2011 Annual Meeting in accordance with the advance notice provision set forth in the Company's Amended and Restated Bylaws.

(h) The Company agrees that it will recommend, support and solicit proxies for the election of Mr. Terino in the same manner as for the Company's other 2010 Nominees who are up for election at the 2010 Annual Meeting.

(i) The Company agrees that if Mr. Terino is unable or refuses to serve or stand for election at the 2010 Annual Meeting, or resigns as a director or is removed as a director prior to the 2013 Annual Meeting, the Ramius Group shall have the ability to recommend a substitute person(s), who will qualify as "independent" pursuant to NASDAQ listing standards, to replace Mr. Terino, subject to the approval of SeaChange's Corporate Governance and Nominating Committee in good faith after exercising its fiduciary duties, which approval shall not be unreasonably withheld (any such replacement nominee appointed in accordance with the provisions of this clause (i) shall be referred to as the "Terino Replacement Director"). In the event the Corporate Governance and Nominating Committee does not accept a substitute person(s) recommended by the Ramius Group, the Ramius Group will have the right to recommend additional substitute persons for consideration by the Corporate Governance and Nominating Committee. Upon the acceptance of a replacement director nominee by the Corporate Governance and Nominating Committee, the Board will appoint such replacement director to the Board no later than five (5) business days after the Corporate Governance and Nominating Committee's recommendation of such replacement director. The Terino Replacement Director shall be deemed a New Appointee for all purposes of this Agreement.

(j) The Company agrees that if Mr. Rau is unable or refuses to serve as a director, resigns as a director or is removed as a director prior to the 2011 Annual Meeting, the Ramius Group shall have the ability to recommend a substitute person(s), who will qualify as "independent" pursuant to NASDAQ listing standards, to replace Mr. Rau, subject to the approval of SeaChange's Corporate Governance and Nominating Committee in good faith after exercising its fiduciary duties, which approval shall not be unreasonably withheld (any such replacement nominee appointed in accordance with the provisions of this clause (j) shall be referred to as the "Rau Replacement Director"). In the event the Corporate Governance and Nominating Committee does not accept a substitute person(s) recommended by the Ramius Group, the Ramius Group will have the right to recommend additional substitute persons for consideration by the Corporate Governance and Nominating Committee. Upon the acceptance of a replacement director nominee by the Corporate Governance and Nominating Committee, the Board will appoint such replacement director to the Board no later than five (5) business days after the Corporate Governance and Nominating Committee's recommendation of such replacement director. The Rau Replacement Director shall be deemed a New Appointee for all purposes of this Agreement.

(k) The parties hereto acknowledge that the only matters that may be presented by the Company for consideration at the 2010 Annual Meeting include (i) the election of the 2010 Nominees, (ii) the ratification of the Company's independent registered public accounting firm, and (iii) any proposals submitted by stockholders pursuant to Rule 14a-8 for inclusion in the Company's proxy materials for the 2010 Annual Meeting.

(l) At the 2010 Annual Meeting, the Ramius Group agrees to appear in person or by proxy and vote all shares of Common Stock beneficially owned by it and its affiliates in favor of the election of the 2010 Nominees and the ratification of the Company's independent registered public accounting firm (the "Ramius Supported Proposals"). No later than forty-eight hours prior to the 2010 Annual Meeting, the Ramius Group shall cause to be executed proxies for the Ramius Supported Proposals (in the form utilized by the Company to solicit proxies for all stockholders) so as to vote all shares of Common Stock beneficially owned by it and its affiliates in favor of the Ramius Supported Proposals. The Ramius Group shall not withdraw or modify any such proxies. From the date hereof through the 2010 Annual Meeting, neither the Company, the Ramius Group nor any member of the Ramius Group shall directly or indirectly make any statements or engage in any activities in opposition to the Ramius Supported Proposals or enter into any agreement, understanding or arrangement with the purpose or effect to cause or further any of the foregoing.

(m) Neither the Ramius Group nor any member of the Ramius Group shall (i) nominate any person for election at the 2010 Annual Meeting or (ii) submit any proposal for consideration at, or bring any other business before, the 2010 Annual Meeting, directly or indirectly. The Ramius Group shall not enter into any agreement, understanding or arrangement with a third party with the purpose or effect to cause or further any of the foregoing or otherwise engage in any activities with the purpose or effect to cause or further any of the foregoing.

(n) Notwithstanding anything to the contrary herein, if at any time prior to the conclusion of the 2011 Annual Meeting the Ramius Group's aggregate beneficial ownership of Common Stock decreases to less than 3.0% of the Company's then outstanding Common Stock, Mr. Rau (or the Rau Replacement Director) shall tender to the Company an irrevocable resignation letter in a form satisfactory to the Company, pursuant to which he shall resign from the Board and all committees thereof to which he is then a member, and the right of the Ramius Group to recommend a Rau Replacement Director to fill the vacancy caused by the resignation of Mr. Rau (or any Rau Replacement Director) pursuant to Section 1(j) shall automatically terminate. The Ramius Group has obtained the conditional resignation letter from Mr. Rau necessary to effectuate the provisions of this Section 1(n) and agrees to provide the resignation letter to the Company to the extent required by this Section 1(n).

2. Representations and Warranties of the Company.

The Company represents and warrants to the Ramius Group that (a) the Company has the corporate power and authority to execute this Agreement and to bind it thereto, (b) this Agreement has been duly and validly authorized, executed and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company, and is enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles and (c) the execution, delivery and performance of this Agreement by the Company does not and will not violate or conflict with (i) any law, rule, regulation, order, judgment or decree applicable to it, or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both could become a default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which the Company is a party or by which it is bound.

3. Representations and Warranties of the Ramius Group.

The Ramius Group shall cause its Affiliates to comply with the terms of this Agreement. The Ramius Group represents and warrants to the Company that (a) the authorized signatory of the Ramius Group set forth on the signature page hereto has the power and authority to execute this Agreement and to bind it thereto this Agreement, (b) this Agreement has been duly authorized, executed and delivered by the Ramius Group, and is a valid and binding obligation of the Ramius Group, enforceable against the Ramius Group in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles, (c) the execution of this Agreement, the consummation of any of the transactions contemplated hereby, and the fulfillment of the terms hereof, in each case in accordance with the terms hereof, will not conflict with, or result in a breach or violation of the organizational documents of the Ramius Group as currently in effect and (d) the execution, delivery and performance of this Agreement by each member of the Ramius Group does not and will not violate or conflict with (i) any law, rule, regulation, order, judgment or decree applicable to it, or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both could become a default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which such member is a party or by which it is bound.

4. Press Release.

Promptly following the execution of this Agreement, the Company and the Ramius Group shall jointly issue a mutually agreeable press release (the "Mutual Press Release") announcing the terms of this Agreement, in the form attached hereto as Exhibit B. Prior to the issuance of the Mutual Press Release, neither the Company nor the Ramius Group shall issue any press release or public announcement regarding this Agreement without the prior written consent of the other party.

5. Specific Performance.

Each of the members of the Ramius Group, on the one hand, and the Company, on the other hand, acknowledges and agrees that irreparable injury to the other party hereto would occur in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that such injury would not be adequately compensable in damages. It is accordingly agreed that the members of the Ramius Group or any of them, on the one hand, and the Company, on the other hand (the "Moving Party"), shall each be entitled to specific enforcement of, and injunctive relief to prevent any violation of, the terms hereof, and the other party hereto will not take action, directly or indirectly, in opposition to the Moving Party seeking such relief on the grounds that any other remedy or relief is available at law or in equity.

6. Expenses.

The Company shall reimburse the Ramius Group for its reasonable, documented out of pocket fees and expenses (including legal expenses) incurred in connection with the matters related to the 2010 Annual Meeting and the negotiation and execution of this Agreement, provided that such reimbursement shall not exceed \$20,000 in the aggregate.

7. Severability.

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. It is hereby stipulated and declared to be the intention of the parties that the parties would have executed the remaining terms, provisions, covenants and restrictions without including any of such which may be hereafter declared invalid, void or unenforceable. In addition, the parties agree to use their best efforts to agree upon and substitute a valid and enforceable term, provision, covenant or restriction for any of such that is held invalid, void or enforceable by a court of competent jurisdiction.

8. Notices.

Any notices, consents, determinations, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) one (1) business day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:



If to the Company:

SeaChange International, Inc.  
50 Nagog Park  
Acton, MA 01720  
Attention: Chief Financial Officer  
Facsimile: (978) 897-9590

With a copy to:

Choate, Hall & Stewart LLP  
Two International Place  
Boston, MA 02110  
Attention: William B. Asher, Jr.  
Facsimile: (617) 248-4000

If to the Ramius Group or any member of the Ramius Group:

Ramius Value and Opportunity Master Fund Ltd  
c/o RCG Starboard Advisors, LLC  
599 Lexington Avenue, 20<sup>th</sup> Floor  
New York, New York 10022  
Attention: Owen S. Littman  
Telephone: (212) 201-4841  
Facsimile: (212) 845-7986

With a copy to:

Olshan Grundman Frome Rosenzweig & Wolosky LLP  
Park Avenue Tower  
65 East 55th Street  
New York, New York 10022  
Attention: Steven Wolosky, Esq.  
Facsimile: (212) 451-2222

9. Applicable Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without reference to the conflict of laws principles thereof. Each of the Parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other party hereto or its successors or assigns, shall be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware). Each of the Parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement in any court other than the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert in any action or proceeding with respect to this Agreement, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by applicable legal requirements, any claim that (A) the suit, action or proceeding in such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

10. Counterparts. This Agreement may be executed in one or more counterparts which together shall constitute a single agreement.

11. Entire Agreement; Amendment and Waiver; Successors and Assigns

This Agreement contains the entire understanding of the parties hereto with respect to its subject matter. There are no restrictions, agreements, promises, representations, warranties, covenants or undertakings between the parties other than those expressly set forth herein. No modifications of this Agreement can be made except in writing signed by an authorized representative of each the Company and the Ramius Group. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law. The terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors, heirs, executors, legal representatives, and permitted assigns. No party shall assign this Agreement or any rights or obligations hereunder without, with respect to any member of the Ramius Group, the prior written consent of the Company, and with respect to the Company, the prior written consent of the Ramius Group.

12. Nondisparagement.

Each of the Parties covenants and agrees that, for so long as either of the New Appointees or their respective Replacement Director(s) is serving as a member of the Board, neither it nor any of its respective subsidiaries, affiliates, successors, assigns, officers, key employees or directors shall in any way disparage, attempt to discredit, or otherwise call into disrepute, the other Parties or such other Parties' subsidiaries, affiliates, successors, assigns, officers (including any current officer of a Party or a Parties' subsidiaries who no longer serves in such capacity following the execution of this Agreement), directors (including any current director of a Party or a Parties' subsidiaries who no longer serves in such capacity following the execution of this Agreement), employees, stockholders, agents, attorneys or representatives, or any of their products or services, in any manner that would damage the business or reputation of such other Parties, their products or services or their subsidiaries, affiliates, successors, assigns, officers (or former officers), directors (or former directors), employees, stockholders, agents, attorneys or representatives.

**[The remainder of this page intentionally left blank]**

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized signatories of the parties as of the date hereof.

SEACHANGE INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE RAMIUS GROUP:

RAMIUS VALUE AND OPPORTUNITY MASTER FUND LTD  
By: RCG Starboard Advisors, LLC,  
its investment manager

RAMIUS ADVISORS, LLC  
By: Ramius LLC,  
its sole member

RAMIUS NAVIGATION MASTER FUND LTD  
By: Ramius Advisors, LLC,  
its investment advisor

RAMIUS LLC  
By: Cowen Group, Inc.,  
its sole member

RCG PB, LTD  
By: Ramius Advisors, LLC,  
its investment advisor

COWEN GROUP, INC.

RAMIUS ENTERPRISE MASTER FUND LTD  
By: Ramius Advisors, LLC,  
its investment advisor

RCG HOLDINGS LLC  
By: C4S & Co., L.L.C.,  
its managing member

C4S & CO., L.L.C.

RCG STARBOARD ADVISORS, LLC  
By: Ramius LLC,  
its sole member

By: \_\_\_\_\_  
Name: Owen S. Littman  
Title: Authorized Signatory

\_\_\_\_\_  
OWEN S. LITTMAN  
Individually and as attorney-in-fact for Peter A. Cohen, Morgan  
B. Stark, Jeffrey M. Solomon and Thomas W. Strauss,

SCHEDULE A  
The Ramius Group

RAMIUS VALUE AND OPPORTUNITY MASTER FUND LTD  
RAMIUS NAVIGATION MASTER FUND LTD  
RCG PB, LTD  
RAMIUS ENTERPRISE MASTER FUND LTD  
RAMIUS ADVISORS, LLC  
RCG STARBOARD ADVISORS, LLC  
RAMIUS LLC  
COWEN GROUP, INC.  
RCG HOLDINGS LLC  
C4S & CO., L.L.C.  
PETER A. COHEN  
MORGAN B. STARK  
THOMAS W. STRAUSS  
JEFFREY M. SOLOMON

**SEACHANGE ANNOUNCES SETTLEMENT AGREEMENT WITH RAMIUS**

**Edward Terino and Raghu Rau to Be Appointed to SeaChange Board of Directors**

**ACTON, Mass. (June 3, 2010)** – SeaChange International, Inc. (NASDAQ: SEAC), the leading provider of software and hardware solutions for video-on-demand (VOD) television, announced today that it has reached an agreement with Ramius LLC and certain of its affiliates. Under the terms of the agreement, SeaChange will increase the size of its Board of Directors from six (6) to eight (8) members, and appoint Edward Terino and Raghu Rau to its Board. SeaChange will also nominate Edward Terino for election at the 2010 Annual Meeting of Shareholders, which is scheduled for July 15, 2010. As part of the settlement agreement, Ramius has withdrawn its nomination of director candidates to SeaChange’s Board and will vote in favor of each of the Board’s nominees for election at the 2010 Annual Meeting of Shareholders.

“We welcome open dialogue with and input from our shareholders, and are pleased to have reached this agreement with Ramius,” commented Bill Styslinger, Chairman and CEO of SeaChange. “We are delighted to add Ed and Raghu to the Board, as each will bring extensive experience and a strong track record of leadership to the SeaChange Board.”

Styslinger added, “Our Board and management team remain committed to serving the best interests of all SeaChange shareholders. We continue to explore strategic actions with regard to our portfolio of businesses in order to deepen our focus on software while currently taking action to improve the profitability of our video server business. Our Company is committed to reaching pre-tax margins within the Software segment of 10% for the full year fiscal 2011 and 15% for the full year fiscal 2012 through R&D cost reductions and other measures within our control, and the Media Services segment is expected to continue its profitable growth. Our objective is to achieve a 15% pre-tax margin for the entire Company.”

On behalf of Ramius, Peter Feld, Managing Director, remarked, “We are pleased to have worked constructively with SeaChange with the shared goal of enhancing value for all shareholders. We support the Company’s strategy of focusing on its core software business and its commitment to significantly improve the profitability of the Company. We are confident that the appointments of Ed Terino and Raghu Rau to the Board will strengthen SeaChange and help to create value for all shareholders.”

The complete Agreement will be included as an exhibit to the Company’s Current Report on Form 8-K to be filed with the Securities and Exchange Commission.

**Mr. Edward Terino (56)**

Mr. Terino is President of GET Advisory Services, LLC, a strategic and financial management consulting firm focused on the technology and maritime industries, which he founded in 2009. From 2005 until December 2008, Mr. Terino served as the Chief Executive Officer and Chief Financial Officer of Arlington Tankers Ltd., an international seaborne transporter of crude oil and petroleum products, where he successfully led the merger of Arlington with General Maritime Corporation in late 2008. From 1996 to 2005, Mr. Terino held Senior Vice President and Chief Financial Officer positions with several enterprise software companies including Art Technology Group, Inc., a provider of Internet-based e-commerce and customer service software focused on the Global 1000 market. Prior to Art Technology Group, Inc., Mr. Terino served as Senior Vice President, Chief Financial Officer, Treasurer and Secretary of Applix, Inc., a provider of business intelligence software solutions. Mr. Terino also spent eleven years at Houghton Mifflin Company, a leading educational publisher in the U.S. in various senior financial management positions and nine years at Deloitte & Touche in its consulting services group. Mr. Terino was appointed to serve as a Director of S1 Corporation in April 2007, Phoenix Technologies Ltd. in November 2009, and Baltic Trading Limited in March 2010. Mr. Terino is Chairman of the Audit Committees and is a member of the Compensation Committees for all three companies. From October 1999 until March 2006, Mr. Terino served as a Director of EBT International Inc., which was liquidated in 2006. Mr. Terino holds a B.S. degree from Northeastern University and an MBA from Suffolk University.

**Mr. Raghavendra Rau (61)**

Mr. Raghavendra (Raghu) Rau, 61, is a strategic advisor specializing in global marketing and business strategy and venture capital and market development for high-technology companies. Mr. Rau currently serves on the Marketing Advisory Board of Cleversafe, Inc., a provider of dispersed data storage technologies, and on the Strategic Advisory Board of IOCOM Integrated Communications, a provider of software and related services to companies, research labs, and government institutions. From 1992 to 2008, Mr. Rau held a number of positions with Motorola, Inc., including leadership positions in marketing and strategy, most recently serving as the Senior Vice President, Mobile TV Solutions Business from 2007 to 2008. Since May 2010, Mr. Rau has also served as a director of Microtune, Inc., a designer of advanced radio frequency electronics.

**About SeaChange**

SeaChange International is a leading provider of software applications, services and integrated solutions for video-on-demand (VOD), digital advertising, and content acquisition monetization and management. Its powerful open VOD and advertising software and scalable hardware enable cable and telco operators, as well as broadcasters, to provide new on-demand services and to gain greater efficiencies in advertising and content delivery. With its Emmy Award-winning and patented technology, thousands of SeaChange deployments are helping broadband, broadcast and satellite television companies to streamline operations, expand services and increase revenues. Headquartered in Acton, Massachusetts, SeaChange has product development, support and sales offices around the world. Visit [www.schange.com](http://www.schange.com).

**About Ramius LLC**

Ramius LLC is an investment advisor that manages assets in a variety of alternative investment strategies. Ramius LLC is headquartered in New York with offices located in London, Luxembourg, Tokyo, Hong Kong and Munich.

## Safe Harbor Provision

Statements in this release may contain certain forward-looking statements. All statements included in this release concerning activities, events or developments that SeaChange expects, believes or anticipates will or may occur in the future are forward-looking statements. Actual results could differ materially from the results discussed in the forward-looking statements. Forward-looking statements are based on current expectations and projections about future events and involve known and unknown risks, uncertainties and other factors that may cause actual results and performance to be materially different from any future results or performance expressed or implied by forward-looking statements. Further information on factors that could cause actual results to differ from those anticipated is detailed in various publicly available documents made by SeaChange from time to time with the Securities and Exchange Commission, including but not limited to, those appearing at Item 1A under the caption "Risk Factors" in SeaChange's Annual Report on Form 10-K filed with the Commission on April 9, 2010. Any forward-looking statements should be considered in light of those factors. SeaChange cautions readers not to place undue reliance on any such forward-looking statements, which speak as of the date they are made. SeaChange disclaims any obligation to publicly update or revise any such statements to reflect any change in SeaChange's expectations or events, conditions or circumstances on which any such statements may be based, or that may affect the likelihood that actual results may differ from those set forth in the forward-looking statements.

SeaChange will file a proxy statement in connection with its 2010 Annual Meeting of Shareholders. Shareholders are strongly advised to read the proxy statement when it becomes available because it contains important information. Investors will be able to obtain the proxy statement, any amendments or supplements to the proxy statement and other documents filed by the Company with the SEC at [www.sec.gov](http://www.sec.gov). Copies of the proxy statement and any amendments and supplements will also be available for free at the Company's website at [www.schange.com](http://www.schange.com) or by writing to SeaChange, 50 Nagog Park, Acton, MA 01720, Attention: Investor Relations. Detailed information regarding the names, affiliations and interests of individuals who may be deemed participants in the solicitation of proxies of the Company's shareholders will be available on a Schedule 14A filed with the SEC.



