

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. 3)<sup>1</sup>

SeaChange International, Inc.  
(Name of Issuer)

Common Stock, par value \$0.01 per share  
(Title of Class of Securities)

811699107  
(CUSIP Number)

KAREN SINGER  
212 Vaccaro Drive  
Cresskill, New Jersey 07626  
(212) 845-7977

ANDREW FREEDMAN, ESQ.  
OLSHAN FROME WOLOSKY LLP  
1325 Avenue of the Americas  
New York, New York 10019  
(212) 451-2300  
(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

August 8, 2019  
(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.

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<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  KAREN SINGER	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input 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  6,067,616
	8	SHARED VOTING POWER  - 0 -
	9	SOLE DISPOSITIVE POWER  6,067,616
	10	SHARED DISPOSITIVE POWER  - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  6,067,616	
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)  16.6%	
14	TYPE OF REPORTING PERSON  IN	

1	NAME OF REPORTING PERSON  TAR HOLDINGS LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input 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  NEW JERSEY	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  6,067,616 <sup>1</sup>
	8	SHARED VOTING POWER  - 0 -
	9	SOLE DISPOSITIVE POWER  6,067,616 <sup>2</sup>
	10	SHARED DISPOSITIVE POWER  - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  6,067,616	
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)  16.6%	
14	TYPE OF REPORTING PERSON  OO	

<sup>1</sup> Ms. Singer has sole voting power with respect to all the shares held by TAR Holdings LLC.

<sup>2</sup> Ms. Singer has sole dispositive power with respect to all shares held by TAR Holdings LLC.

The following constitutes Amendment No. 3 to the Schedule 13D filed by the undersigned (“Amendment No. 3”). This Amendment No. 3 amends the Schedule 13D as specifically set forth herein.

Item 4. Purpose of Transaction.

Item 4 is hereby amended to add the following:

On August 8, 2019, the Issuer entered into an amendment (the “NOL Plan Amendment”) to the Tax Benefits Preservation Plan, dated as of March 4, 2019, by and between the Issuer and Computershare Inc., as Rights Agent. Pursuant to the amendment, the Reporting Persons and their respective affiliates and associates (including CCUR Holdings, Inc. and its affiliates and associates) will not be deemed an “Acquiring Person” unless the aggregate beneficial ownership of Issuer securities by such persons exceeds 25.0%. The foregoing description of the NOL Plan Amendment is qualified in its entirety by reference to the complete text of the NOL Plan Amendment, which is attached as Exhibit 4.1 to the Issuer’s Current Report on Form 8-K filed with the Securities and Exchange Commission on August 8, 2019, and is incorporated herein by reference.

Concurrent with the execution of the NOL Plan Amendment, the Issuer entered into an amendment (the “Cooperation Agreement Amendment”) to the Cooperation Agreement, dated as of February 28, 2019, by and among the Issuer and the Reporting Persons. The Cooperation Agreement Amendment makes a corresponding amendment to that in the NOL Plan Amendment, such that the Reporting Persons and their respective affiliates and associates (including CCUR Holdings, Inc. and its affiliates and associates) may beneficially own up to 25.0% of the Issuer’s securities. The foregoing description of the Cooperation Agreement Amendment is qualified in its entirety by reference to the complete text of the Cooperation Agreement Amendment, which is attached as Exhibit 99.1 hereto and is incorporated herein by reference.

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

Item 6 is hereby amended to add the following:

On August 8, 2019, the Reporting Persons and the Issuer entered into the Cooperation Agreement Amendment, as defined and described in Item 4 above and attached as Exhibit 99.1 hereto.

Item 7. Material to be Filed as Exhibits

Item 7 is hereby amended to add the following exhibits:

99.1 Cooperation Agreement Amendment, dated August 8, 2019.

99.2 NOL Plan Amendment, dated August 8, 2019 (incorporated by reference to Exhibit 4.1 of the Issuer’s Current Report on Form 8-K filed with the Securities and Exchange Commission on August 8, 2019).

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: August 12, 2019

TAR HOLDINGS LLC

By: /s/ Karen Singer  
Name: Karen Singer  
Title: Managing Member

/s/ Karen Singer  
KAREN SINGER

AMENDMENT TO  
COOPERATION AGREEMENT

This Amendment (this “**Amendment**”) is entered into as of this 8<sup>th</sup> day of August, 2019 (the “**Effective Date**”), to amend that certain Cooperation Agreement, dated as of February 28, 2019 (the “**Agreement**”), by and among SeaChange International, Inc. (the “**Company**”) and Karen Singer and TAR Holdings LLC, on behalf of themselves and their Associates and Affiliates (as such are defined in the Agreement) (collectively “**Singer**”) (each of the Company and Singer, a “**Party**” to this Agreement, and collectively, the “**Parties**”).

RECITALS

WHEREAS, the Parties desire to amend the Agreement to permit an increase in the beneficial ownership by Singer.

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, intending to be legally bound hereby, agree as follows:

1. Amendment to Agreement.

1.01 Section 3(a) of the Agreement shall be and hereby is amended and restated to read in its entirety as follows:

(a) purchase or cause to be purchased or otherwise acquire or agree to acquire beneficial ownership of any Common Stock or other securities issued by the Company, or any securities convertible into or exchangeable for Common Stock, such that Singer, together with its Affiliates and Associates (including for this purpose CCUR Holdings, Inc. and its Affiliates and Associates, regardless of whether CCUR Holdings, Inc. constitutes an Affiliate or Associate of Singer) would, in the aggregate, beneficially own a number of shares in excess of 25.0% of the then outstanding shares of Common Stock;

2. Miscellaneous.

2.01 Effect. Except as amended hereby, the Agreement shall remain in full force and effect.

2.02 No Waiver. This Amendment is effective only in the specific instance and for the specific purpose for which it is executed and shall not be considered a waiver or agreement to amend as to any provision of the Agreement in the future.

2.03 Defined Terms. All capitalized terms used but not specifically defined herein shall have the same meanings given such terms in the Agreement unless the context clearly indicates or dictates a contrary meaning.

2.04 Agreement. Sections 10-14 and 17-18 of the Agreement are incorporated herein by reference, mutatis mutandis.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

**SEACHANGE INTERNATIONAL, INC.**

By: /s/ Mark Bonney  
Name: Mark Bonney  
Title: Executive Chair

**KAREN SINGER**

By: /s/ Karen Singer  
Name: Karen Singer

**TAR HOLDINGS LLC**

By: /s/ Karen Singer  
Name: Karen Singer  
Title: Managing Member