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

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**FORM 8-K**

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**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): August 8, 2019

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**SEACHANGE INTERNATIONAL, INC.**

(Exact Name of Registrant as Specified in its Charter)

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**DELAWARE**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**0-21393**  
(Commission File Number)

**04-3197974**  
(I.R.S. Employer  
Identification No.)

**50 Nagog Park, Acton, MA**  
(Address of Principal Executive Offices)

**01720**  
(Zip Code)

**Registrant's telephone number including area code: (978) 897-0100**

**No change since last report**  
(Former Name or Address, if Changed Since Last Report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common	SEAC	The Nasdaq Global Select Market
Series A Participating Preferred Stock	SEAC	The Nasdaq Global Select Market
Purchase Rights		

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01. Entry into a Material Agreement.**

*NOL Plan Amendment*

On August 8, 2019, SeaChange International, Inc. (the “Company”) entered into an amendment (the “NOL Plan Amendment”) to the Tax Benefits Preservation Plan, dated as of March 4, 2019 (the “Rights Agreement”), by and between the Company and Computershare Inc., as Rights Agent (the “Rights Agent”). Pursuant to the amendment, Karen Singer, TAR Holdings LLC 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 Company 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. A copy of the NOL Plan Amendment is attached as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated herein by reference.

*Cooperation Agreement Amendment*

Concurrent with execution of the NOL Plan Amendment, the Company entered into an amendment (the “Cooperation Agreement Amendment”) to the Cooperation Agreement, dated as of February 28, 2019 (the “Cooperation Agreement”), by and among the Company, Karen Singer and TAR Holdings LLC. The Cooperation Agreement Amendment makes a corresponding amendment to that in the NOL Plan Amendment, such that Karen Singer, TAR Holdings LLC and their respective affiliates and associates (including CCUR Holdings, Inc. and its affiliates and associates) may beneficially own up to 25.0% of the Company’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. A copy of the Cooperation Agreement Amendment is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 3.03. Material Modification to Rights of Security Holders.**

The information set forth under Item 1.01 above of this Current Report on Form 8-K under the heading “NOL Plan Amendment” is incorporated into this Item 3.03 by reference.

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**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
4.1	<a href="#"><u>Amendment, dated as of August 8, 2019, by and between SeaChange International, Inc. and Computershare Inc., as Rights Agent</u></a>
10.1	<a href="#"><u>Amendment, dated as of August 8, 2019, by and among SeaChange International, Inc., Karen Singer and TAR Holdings LLC</u></a>

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**SIGNATURE**

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

**SEACHANGE INTERNATIONAL, INC.**

By: /s/ Mark Bonney

Mark Bonney

Executive Chair

Dated: August 8, 2019

## AMENDMENT

This Amendment No.2., dated as of August 8, 2019 (this “**Amendment**”), by and between SeaChange International, Inc. (the “**Company**”) and Computershare Inc., as Rights Agent (the “**Rights Agent**”), amends that certain Tax Benefits Preservation Plan, dated as of March 4, 2019 as amended by that certain Amendment dated as of June 28, 2019 (the “**Agreement**”), by and between the Company and the Rights Agent.

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Amendment to Agreement.

1.01 Section 1(a) of the Agreement shall be and hereby is amended by the addition of the following clause (vi) subsequent to clause (v) and prior to the paragraph beginning “In determining whether a Person...”:

(vi) the term “Acquiring Person” shall not include Karen Singer, TAR Holdings LLC and their respective 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) (collectively “TAR”), provided the aggregate beneficial ownership of TAR does not exceed 25.0% of the Company Securities then outstanding.

2. Miscellaneous.

2.01 Effect. Except as amended hereby, the Agreement shall remain in full force and effect. The term “Agreement” as used in the Agreement shall be deemed to refer to the Agreement as amended hereby, and all references to the Agreement shall be deemed to include this Amendment.

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 Purchase 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 Governing Law. This Amendment shall be deemed to be a contract made under the laws of the State of New York (without giving effect to any rule or principle that would result in application of the law of any other jurisdiction) and for all purposes shall be governed by and construed in accordance with the laws of such State applicable to contracts to be made and performed entirely within such State.

2.05 Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and each of the parties hereto may execute this Amendment by signing any of such counterparts.

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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

**COMPUTERSHARE INC., as Rights Agent**

By: /s/ Patrick Hayes \_\_\_\_\_  
Name: Patrick Hayes  
Title: Vice President & Manager

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