

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

FORM 8-K

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

Date of report (Date of earliest event reported): July 2, 2020

SEACHANGE INTERNATIONAL, INC.

(Exact Name of Registrant as Specified in its Charter)

DELAWARE  
(State or other jurisdiction of  
incorporation)

001-38828  
(Commission  
File Number)

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

500 Totten Pond Road, Waltham, MA  
(Address of principal executive offices)

02451  
(Zip Code)

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

N/A  
(Former Name or Address, if Changed Since Last Report)

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 Stock, \$0.01 Par Value	SEAC	The Nasdaq Global Select Market
Series A Participating Preferred Stock Purchase Rights	SEAC	The Nasdaq Global Select Market

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

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.

**Item 8.01. Other Events.**

On July 2, 2020, SeaChange International, Inc., a Delaware corporation (the “Company”) entered into a letter of intent (the “LOI”) with CCUR Holdings, Inc., a Delaware corporation (“CCUR”). Pursuant to the terms of the LOI, the parties agreed to negotiate and enter into definitive loan documentation for a First Lien Senior Secured Term Loan in an amount of up to \$10 million (the “Loan”). The LOI provides that the Loan will accrue interest at a rate of 10% per annum on the outstanding principal amount of the Loan, which interest shall be payable quarterly in arrears. The Loan is also subject to a one-time commitment fee equal to 3% of the Loan amount, payable in cash or up to 50% in the Company’s common stock, at the Company’s discretion. The initial term of the Loan is contemplated to be one year, subject to up to two six-month extensions upon the Company’s request and payment of an extension fee. Pursuant to the definitive loan documentation, the Company will provide customary representations, warranties and covenants, and the Loan will be subject customary conditions to closing and events of default. A member of the Company’s board of directors (the “Board”), Robert Pons, also sits on the board of directors of CCUR. Mr. Pons recused himself from the deliberations of the Board regarding its approval of the LOI.

The Loan is subject to, and contingent upon, the completion of definitive loan documentation and final approval by the board of directors of CCUR and SEAC. The LOI expires sixty days from July 2, 2020, but may be extended for additional periods, upon mutual agreement of the parties. The Company does not currently anticipate the need to draw down on the Loan contemplated by the LOI.

The foregoing summary of the LOI does not purport to be complete and is qualified in its entirety by reference to the full text of the LOI, a copy of which is filed with this Current Report on Form 8-K as Exhibit 10.1 and is incorporated herein by reference.

**Cautionary Note Regarding Forward-Looking Statements**

Certain statements included in this Current Report on Form 8-K are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements may involve known and unknown risks, uncertainties, and other factors that may cause actual results, performance, or achievements of the Company to be materially different from historical results or from any future results or projections expressed or implied by such forward-looking statements. Accordingly, readers should not place undue reliance on any forward-looking statements. In addition to statements that explicitly describe such risks and uncertainties, readers are urged to consider statements in the conditional or future tenses or that include terms such as “believes,” “belief,” “expects,” “estimates,” “intends,” “anticipates,” or “plans” to be uncertain and forward-looking. Among the factors that could cause actual results to differ materially from those described or projected herein are the following: financial market conditions; the spread and effects of the novel coronavirus pandemic; actions by the Company or CCUR; the ability of the Company and CCUR to successfully negotiate and execute definitive loan documentation and the approval of definitive loan documentation by the CCUR board of directors. Additional factors include those listed under Part I, Item 1A. “Risk Factors” in the Company’s Annual Report on Form 10-K for the fiscal year ended January 31, 2020 and the Company’s other filings with the SEC. Except as required by law, the Company assumes no obligation to update or revise these forward-looking statements for any reason, even if new information becomes available in the future.

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

(d) Exhibits

The following Exhibit is attached to this report:

**Exhibit  
No.**

**Description**

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10.1 [Letter of Intent between SeaChange International, Inc. and CCUR Holdings, Inc., dated July 2, 2020.](#)

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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.**

Dated: July 8, 2020

by: \_\_\_\_\_

Michael D. Prinn  
*Chief Financial Officer, Senior Vice President and Treasurer*

# CCUR HOLDINGS, INC.

July 2, 2020

Yossi Aloni  
 Chief Executive Officer  
 SeaChange International, Inc.  
 500 Totten Pond Road, Suite 400  
 Waltham, MA 02451

Dear Yossi:

CCUR Holdings, Inc. ("CCUR") is pleased to provide you with this financing proposal to enhance the liquidity profile of SeaChange International, Inc.

As previously discussed, CCUR is interested in providing a First Lien Senior Secured Term Loan ("the Loan") in an amount of up to \$10,000,000. Please find an outline of the key terms below. We look forward to working with you and your team.

## Summary of Terms:

Borrower(s):	SeaChange International, Inc. ("SeaChange")
Guarantors:	All material U.S. subsidiaries to the extent allowed
Lender:	CCUR Holdings, Inc.
Maximum Credit:	Up to \$10,000,000 First Lien Senior Secured Term Loan
Use of Proceeds:	Funds will be used for general corporate purposes and working capital
Collateral:	As collateral for the Loan, the Borrower and Guarantors will pledge all available domestic assets of each Borrower and Guarantor and will pledge one-third of the shares for each of the U.S. entities direct foreign subsidiaries; the parties agreed that SeaChange will not have to create or perfect the pledges under any foreign laws
Borrowing Base:	The Borrowing Base shall be calculated based on eligible cash and eligible accounts receivables
Term:	Initial term of one year from the closing of the Loan, which may be extended, only on Borrower's request and with CCUR's agreement, for up to two (2) six-month periods
Interest Rate:	The interest rate shall equal ten percent (10%) per annum on the outstanding principal amount of the Loan; interest shall be payable quarterly in arrears in cash

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Commitment Fee:	Borrower shall pay a one-time commitment fee of three percent (3%) of the Loan amount, in cash or up to fifty percent (50%) in SeaChange common stock at SeaChange's discretion, to Lender upon the signing of definitive loan documents
Extension Fee:	Each six month extension shall carry a fee equal to two percent (2%) of the Loan amount
Expense Reimbursement:	The Borrower agrees to pay all reasonable, customary, documented, and out-of-pocket fees and expenses incurred by the Lender in connection with the Loan as Lender may reasonably request from time to time, up to a maximum of \$15,000 for this letter of intent and initial loan documentation
Representations & Warranties:	Standard representations and warranties for a transaction of this nature
Conditions to Close:	Subject to completion of definitive loan documents that will include standard and customary terms used in similar financing arrangements and the absence of any material changes in SeaChange's business
Covenants:	No extraordinary covenants outside of standard and customary covenants used in similar financing arrangements shall be necessary
Events of Default:	Standard events of default for a transaction of this nature, including but not limited to non-payment, cross-default, insolvency, misrepresentation and unlawfulness
Closing Date:	Within forty-five (45) days of SeaChange's request to draw down on the Loan or at a mutually agreeable earlier date
Third Party Beneficiaries:	Nothing herein is intended or shall be construed to confer upon any person or entity other than the parties and their successors or assigns, any rights or remedies under or by reason of this letter of intent

If SeaChange is in agreement with these terms and conditions, CCUR will proceed with preparing the loan documents outlining the final terms and conditions.

Your execution of this proposal will signify your agreement to pay all costs, fees and expenses incurred by CCUR in connection with the proposed Loan and this proposal whether or not the proposed Loan is approved or closed, including all legal and due diligence expenses, subject to the cap specified above.

This letter of intent is binding subject to the completion of definitive loan documents and that, ultimately, the final form of our agreement will be set forth conclusively in a legal contract signed by all parties. This is also subject to final approval by our Board of Directors, which will be sought simultaneously with the signing of definitive loan documents. This letter of intent shall expire sixty (60) days from July 2, 2020, but may be extended for additional periods if mutually agreed by CCUR and SeaChange.

No public disclosure or announcement shall be made concerning this letter or the transactions contemplated herein without prior consent of the other party, except as otherwise required by any law or regulation or any regulatory authority, which shall include, but is not limited to, the Securities and Exchange Commission, NASDAQ stock exchange and OTC Market. Such consent shall not be unreasonably withheld or delayed. During the term of this letter, the parties shall continue to abide by the terms of the Mutual Confidentiality Agreement dated June 22, 2020 executed by the parties.

This letter and the terms herein shall be governed by and construed and enforced in accordance with the laws of Delaware. Each of the parties hereby submits to the exclusive jurisdiction of the courts in Delaware. Neither party will be entitled to incidental, consequential or punitive damages with respect to any claims related to this letter.

**IN WITNESS WHEREOF**, the undersigned has duly executed this Term Sheet as of the date below.

AGREED TO AND ACCEPTED BY:

**SeaChange International, Inc.**

By: /s/ Yossi Aloni  
Name: Yossi Aloni  
Title: Chief Executive Officer  
Date:

AGREED TO AND ACCEPTED BY:

**CCUR Holdings, Inc.**

By: /s/ Igor Volshteyn  
Name: Igor Volshteyn  
Title: President and COO  
Date: