
**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): August 3, 2022

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
(IRS Employer
Identification No.)

**177 Huntington Avenue, Suite 1703, PMB 73480
Boston, MA 02115**
(Address of principal executive offices and 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

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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(b)

On August 3, 2022, Michael Prinn resigned as the Executive Vice President, Chief Financial Officer, and Treasurer of SeaChange International, Inc. (the “**Company**” or “**SeaChange**”), effective immediately (the “**Resignation**”).

On August 4, 2022, Julian Singer resigned as a member of the Board of Directors (the “**Board**”) of SeaChange, effective immediately. Mr. Singer’s departure is not a result of any disagreement with the Company relating to the Company’s operations, policies or practices.

(c)

Following the Resignation, on August 3, 2022, the Board appointed Kathleen Mosher as Senior Vice President, Chief Financial Officer and Treasurer of the Company, effective August 3, 2022. Ms. Mosher, 51, is a Certified Public Accountant in the Commonwealth of Massachusetts and holds a bachelor’s degree in accountancy from Bentley University and a Masters of Taxation degree from Bentley University. She previously served as the Director of Tax for the Company from January 2008 to August 2021. Prior to that, Ms. Mosher served as the Director of Tax for Cytyc Corporation (NASDAQ: CYTC) from May 2000 to April 2004. Ms. Mosher was a Tax Manager for Ernst & Young, LLP from March 2000 to May 2000 and held a variety of tax positions for Staples, Inc. (NASDAQ: SPLS) from August 1996 to March 2000. Ms. Mosher started her career at Deloitte and Touche, LLP in their tax practice.

The selection of Ms. Mosher to serve as Chief Financial Officer was not pursuant to any arrangement or understanding with respect to any other person. In addition, there are no family relationships between Ms. Mosher and any director, executive officer, or person nominated to become a director or executive officer of the Company, and there are no related person transactions between the Company and Ms. Mosher required to be disclosed pursuant to Item 404(a) of Regulation S-K under the Securities Exchange Act of 1934, as amended.

In connection with the appointment of Ms. Mosher as Senior Vice President, Chief Financial Officer and Treasurer of the Company, the Compensation Committee of the Board and the Board agreed to pay Ms. Mosher an annual base salary of \$205,000 per year. Ms. Mosher will also be eligible to receive a discretionary cash bonus for the remainder of fiscal 2023 at the Board’s sole discretion. Beginning in fiscal 2024, Ms. Mosher will be eligible to receive a cash bonus of up to thirty percent of her base salary if the Company attains its fiscal 2024 financial goals.

Pursuant to Ms. Mosher’s offer letter, in the event of termination of Ms. Mosher’s employment without cause after six months of employment, subject to Ms. Mosher executing a general release and satisfaction agreement that includes a one year noncompete, Ms. Mosher will be entitled to a one-time payment of six months’ base salary, payable over 12 semi-monthly payments. Attached as Exhibit 10.1, and incorporated herein by reference, is a copy of Ms. Mosher’s offer letter.

Ms. Mosher has executed an Indemnification Agreement with the Company. Attached as Exhibit 10.2, and incorporated herein by reference, is a copy of the form of Indemnification Agreement. Ms. Mosher will be offered a Change in Control Severance Agreement (the “**Mosher CIC Agreement**”) with the Company. The Mosher CIC Agreement will provide for enhanced severance benefits if there should be a change in control of the Company and a reduction in duties or termination of Ms. Mosher’s employment with the Company within two years of the change in control of the Company.

Item 5.07 Submission of Matters to a Vote of Security Holders

The Annual Meeting of Stockholders (the “**Annual Meeting**”) of SeaChange was held on August 5, 2022, at which the Company’s stockholders voted on the following matters, as further described in SeaChange’s definitive proxy statement filed with the Securities and Exchange Commission (the “**SEC**”) on July 15, 2022:

1. The election of two members, Steven Singer and Igor Volshteyn, to the Board, to serve for a three-year term, each as a Class II Director;
2. The approval, on an advisory basis, of the compensation of SeaChange’s named executive officers (the “**Say-on-Pay Vote**”);

3. The approval of the amended and restated 2021 Compensation and Incentive Plan (the “**2021 Plan Vote**”); and
4. The ratification of the appointment of the SeaChange’s independent registered public accounting firm, Marcum LLP, for the fiscal year ending January 31, 2023 (the “**Auditor Ratification**”).

The final voting results, as certified by the independent inspector of elections, Broadridge Financial Solutions, Inc., for each of the proposals submitted to a vote of the SeaChange stockholders at the Annual Meeting are as follows:

	<u>Votes For</u>	<u>Votes Against</u>	<u>Abstentions</u>	<u>Broker Non-votes</u>
Election of Steven Singer:	14,633,963	1,655,490	349,751	11,264,992
Election of Igor Volshteyn:	14,766,601	1,511,076	361,527	11,264,992
Say-on-Pay Vote:	14,980,201	1,188,368	470,635	11,264,992
2021 Plan Vote:	15,023,540	1,282,534	333,130	11,264,992
Auditor Ratification:	26,990,839	375,562	537,795	n/a

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Offer Letter, dated August 3, 2022, by and between SeaChange International, Inc. and Kathleen Mosher.
10.2	Form of Indemnification Agreement (filed as Exhibit 10.15 to the Company’s Annual Report on Form 10-K previously filed on April 10, 2013 with the SEC and incorporated herein by reference).
104	Cover Page Interactive Data File, formatting Inline Extensible Business Reporting Language (iXBRL).

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/ Peter D. Aquino

Peter D. Aquino

President and Chief Executive Officer

Dated: August 9, 2022

SeaChange
SeaChange International, Inc.
177 Huntington Avenue, Suite 1703, PMB 73480
Boston, Massachusetts 02115-3153
www.seachange.com

August 3, 2022

Ms. Kathleen Mosher

XXXXXX

XXXXXX

Dear Kathleen:

I am pleased to formally offer for to you, on behalf of SeaChange International, Inc. (Nasdaq: SEAC) (“SeaChange” or the “Company”), the position of Senior Vice President – Chief Financial Officer, a direct report to the Chief Executive Officer. This key and important role for the Company will be categorized as a Section 16 Officer of the Company.

The scope of responsibility of the Chief Financial Officer of our public company will encompass the typical span of control, including: Accounting, Tax, Treasury, FP&A and Corporate Development, Internal Audit, Real Estate, Director and Officer Insurance, and Compliance Matters that are customary for the Finance and Accounting office of the Company. In addition, the Human Resources team will be a direct report to your office, but in certain matters, will be a team effort with the Legal Department and myself. This will include:

- All Human Resource matters, including: hiring, terminations, contracts, recruiting, employee relations, benefits and insurance, and training oversight. Payroll, Employee Benefits, and Stock Plan operations will be a key Chief Financial Officer responsibility.
- Compliance Programs in partnership with the Legal Department to ensure all employees are trained and certified in the recommended programs, such as: FCPA, privacy, diversity, SOX controls, and protection of customer information.
- 401K Program and overall Company cash management, to ensure the proper oversight of the Company’s investments.

This offer has the support of our Compensation Committee and Board of Directors, subject to the successful completion of our hiring requirements described below. Your start date is Wednesday, August 3, 2022.

The starting annual base salary for this position is \$205,000 (subject to all required payroll taxes, deductions and withholdings) that will be paid semi-monthly.

You shall be eligible to participate in the Company's annual Short-Term Incentive ("STI") cash bonus plan as established by the Board each year. For fiscal 2023 (ending on January 31, 2023), the Board shall set specific target goals which, if met within parameters determined by the Compensation Committee, shall make you eligible to receive a target cash bonus of up to thirty percent (30%) of your annual base salary, prorated for your time of service with the Company, specifically for fiscal 2023. The STI is a performance-based plan, and the Board will approve the criteria for the target metrics typically based on the fiscal 2023 Board approved budget, and other factors in their sole discretion. Bonus plans are reviewed and approved annually by the Board, and the Board reserves the right to modify such plans. You must be employed by the Company on the date bonus payments are made in order to be eligible to receive such payment, typically after the annual Form 10-K is finalized.

You will also be eligible to participate in the Company's Long-Term Incentive ("LTI") equity plan as established by the Board, at the discretion of Compensation Committee. The equity grant is currently in development for fiscal 2023, and the actual grant has not been established at the time of this offer. We will be working together to administer whatever the Board ultimately decides and approves for the key employees, of which you are one, for fiscal 2023. We anticipate that with additional shares targeted to being approved at this year's Annual Meeting in August 2022, we will be communicating the final board decision on the new LTI grants to all executives.

After six (6) months of employment with SeaChange, in the event that (i) your employment is terminated by SeaChange other than for Cause (as defined in SeaChange's Change in Control Agreement (the "CIC Agreement")) or on the account of death or disability and (ii) subject to your execution of a general release and satisfaction agreement, in form and substance acceptable to the Company (which shall include, without limitation, a mutually agreed to noncompete provision of one year), you shall be entitled to severance ("Severance") in an amount equal to six (6) months of base salary, payable in 12 semi-monthly installments, subject to applicable payroll taxes, deductions and withholdings. If your employment is terminated due to a Change in Control of the Company, your severance benefits will be governed by the CIC Agreement for executives, currently under development.

Please be advised that neither this letter nor its terms, constitutes a contract of employment, or a guarantee of employment for a specific period of time. This letter represents a summary of our at-will employment relationship and, as such, is subject to modification by SeaChange. Both you and SeaChange will have the right to terminate the employment relationship at any time, with or without reason or notice.

You will be eligible on your start date, on the same basis as other employees of SeaChange, to participate in and receive benefits under our 401(k) plan and any SeaChange group medical, dental, life, disability or other group insurance plans or Company policies. Your eligibility to participate in and receive any particular benefit is subject to, and governed solely by, the applicable plan document. SeaChange reserves the right to modify, change or terminate its benefits and benefit plans from time to time in its sole discretion. Usual, reasonable, and customary business expenses will be reimbursed to you or advanced on your behalf provided, however, that any such expenses not included within SeaChange's budget shall be subject to Audit Committee review and approval.

This offer is contingent upon the satisfactory presentation of appropriate documentation of your legal right to work in the United States. This documentation (enclosed is a list of documentation which can be used) must be presented prior to your start date. Your employment with SeaChange is also contingent upon a completed successful background and reference check and your execution of SeaChange's Employee Noncompetition, Nondisclosure and Developments Agreement prior to your start date. Enclosed for your review and completion is a copy of the Employee Noncompetition, Nondisclosure and Developments Agreement. You will also be provided an Indemnification Agreement and CIC Agreement.

This offer, along with the Employee Noncompetition, Nondisclosure and Developments Agreement, the Indemnification Agreement and the CIC Agreement (to be provided as soon as practicable), constitutes the complete agreement between you and SeaChange, contains all of the terms of your proposed employment with SeaChange and supersedes any prior agreements, representations or understandings (whether written, oral or implied) between you and SeaChange. No variations, modifications or amendments to this offer shall be deemed valid unless reduced to writing and signed by SeaChange and you.

If you have any questions or require clarification, please contact me for resolution. To indicate acceptance of these terms, please sign and return a copy of this letter.

We look forward to your acceptance.

Sincerely,

/s/ Peter D. Aquino

Peter D. Aquino,
President, Chief Executive Officer and Chairman of the Board

Enclosures:

Indemnification Agreement
Employee Noncompetition, Nondisclosure and Developments Agreement
List of I-9 Acceptable Documents

Response requested by August 3, 2022:

I accept the above employment offer and agree to its terms and conditions. By accepting this offer of employment, I acknowledge that no prior employment obligations or other contractual restrictions exist which preclude my employment with SeaChange. I represent that I am not relying on any representations made to me by anyone other than as set forth above.

Accepted:

/s/ Kathleen Mosher
Kathleen Mosher

Date: August 3, 2022

**EMPLOYEE NONCOMPETITION,
NONDISCLOSURE AND DEVELOPMENTS AGREEMENT**

In consideration and as a condition of my employment by SeaChange International, Inc. (the "Company"), as well as my access to Company confidential and proprietary business information, I hereby agree with the Company as follows:

1. During the period of my employment by the Company (the "Employment Period"), I will devote my full time and best efforts to the business of the Company.
2. During the period of my employment by the Company and for one (1) year thereafter (and regardless of the reason for my termination), I agree that I will not, directly or indirectly, solicit or hire (or attempt to solicit or hire) any employee, consultant or independent contractor of the Company, assist in such solicitation or hiring in any way, or in any way encourage, induce or solicit any such employee, consultant or independent contractor to terminate his or her relationship with the Company.
3.
 - (a) I will not at any time, whether during or after the Employment Period, reveal to any person or entity any confidential information concerning the organization, business or finances of the Company or of any third party which the Company is under an obligation to keep confidential (including but not limited to confidential information respecting inventions, products, designs, methods, know-how, techniques, systems, processes, software programs, works of authorship, customer lists, projects, plans and proposals), except as may be required in the ordinary course of performing my duties as an employee of the Company, and I shall keep secret all matters entrusted to me and shall not use or attempt to use any such information in any manner which may injure or cause loss or may be calculated to injure or cause loss, whether directly or indirectly, to the Company. Further, I agree that during and after the Employment Period I shall not make, use or permit to be used any notes, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, data, documentation or other materials of any nature relating to any matter within the scope of the business of the Company or concerning any of its dealings or affairs otherwise than for the benefit of the Company, it being agreed that all of the foregoing shall be and remain the sole and exclusive property of the Company, and that immediately upon the termination of my employment I shall deliver all of the foregoing, and all copies thereof, to the Company, at its main office.
 - (b) I further agree that during the term of my employment by the Company and at any time following the termination of my employment by the Company for any or no reason, whether voluntary or involuntary, with or without cause, I will not disclose to others, use or publish (other than as may be required by my duties while employed by the Company in the ordinary course of the Company's business) any Company Trade Secrets. The term "Trade Secrets" shall be given its broadest possible interpretation under the law of Massachusetts and under the Defend Trade Secrets Act of 2016, and shall include (without limitation) all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, that is compiled, or memorialized physically, electronically, graphically, photographically, or in writing by the Company.
 - (c) I acknowledge and understand that: (i) I shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; (ii) I shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; (iii) if I file a lawsuit for retaliation for reporting a suspected violation of law I may disclose the trade secret to my attorney and use the trade secret information in the court proceeding, provided I file any document containing the trade secret under seal and do not disclose the trade secret, except pursuant to court order.

(d) I understand that, notwithstanding the forgoing, this Agreement does not limit my ability to communicate with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission, any agency Inspector General, or any other federal, state or local governmental agency or commission ("Government Agencies"), including to report possible violations of federal law or regulation or making other disclosures that are protected under the whistleblower provisions of federal law or regulation, or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice, to any Government Agency.

4. If at any time or times during my employment, I shall (either alone or with others) make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registerable under copyright, trademark or similar statutes or subject to analogous protection) (herein called "Developments") that (i) relates to the business of the Company or any customer of or supplier to the Company or any of the products or services being developed, manufactured or sold by the Company or which may be used in relation therewith, (ii) results from tasks assigned me by the Company or (iii) results from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company, then:

(a) such Developments and the benefits thereof are and shall immediately become the sole and absolute property of the Company and its assigns, as works made for hire or otherwise;

(b) I shall promptly disclose to the Company (or any persons designated by it) each such Development;

(c) as may be necessary to ensure the Company's ownership of such Developments, I hereby assign any rights (including, but not limited to, any copyrights and trademarks) I may have or acquire in the Developments and benefits and/or rights resulting therefrom to the Company and its assigns without further compensation; and

(d) I shall communicate, without cost or delay, and without disclosing to others the same, all available information relating thereto (with all necessary plans and models) to the Company.

5. I will, during and after the Employment Period, at the request and cost of the Company, promptly sign, execute, make and do all such deeds, documents, acts and things as the Company and its duly authorized agents may reasonably require:

(a) to apply for, obtain, register and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights, trademarks or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and

(b) to defend any judicial, opposition or other proceedings in respect of such applications and any judicial, opposition or other proceedings or petitions or applications for revocation of such letters patent, copyright, trademark or other analogous protection. In the event the Company is unable, after reasonable effort, to secure my signature on any application for letters patent, copyright or trademark registration or other documents regarding any legal protection relating to a Development, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such application or applications or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or trademark registrations or any other legal protection thereon with the same legal force and effect as if executed by me.

6. I represent that the Developments identified in the pages, if any, attached hereto as Exhibit A comprise all the unpatented and unregistered copyrightable Developments which I have made, conceived or created prior to the Employment Period, which Developments are excluded from this Agreement. I understand that it is only necessary to list the title and purpose of such Developments but not details thereof.

7. I agree that any breach of this Agreement by me will cause irreparable damage to the Company and that in the event of such breach the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder. I further agree and acknowledge that the post-employment non-competition provision set forth in Paragraph 1 hereof, and the remedies set forth in this paragraph, are necessary and reasonable to protect the business of the Company.

8. I understand that this Agreement does not create an obligation on the Company or any other person or entity to continue my employment.

9. No claim of mine against the Company shall serve as a defense against the Company's enforcement of any provision of this Agreement.

10. I represent that my performance of all of the terms of this Agreement and as an employee of the Company does not and will not breach any agreement between me and any prior employer. I have not entered into, and I agree I will not enter into, any agreement, either written or oral, in conflict with the terms of this Agreement.

11. Any waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof.

12. I hereby agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

13. My obligations under this Agreement shall survive the termination of my employment regardless of the manner of such termination and shall be binding upon my heirs, executors, administrators and legal representatives.

14. The term "Company" shall include SeaChange International, Inc. and any of its subsidiaries, subdivisions, affiliates and assigns. The Company shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns.

15. I acknowledge that my covenants in this Agreement are given in exchange for, among other things, my employment and the terms and conditions of such employment. My covenants are not tied to my present role, title or responsibilities. Therefore, the covenants in this Agreement shall survive any change in my role, title, responsibilities, compensation, benefits, or any other term or condition of my employment.

16. For the one (1) year period after the termination of my employment, and regardless of the reasons for such termination, I agree to provide a copy of this Agreement to any employer, prospective employer or other prospective recipient of my services; and I authorize the Company to provide a copy of this Agreement to any person or entities that may or does employ or do business with, or consider employing or doing business with, me in the future.

17. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts. Any claims or legal actions by one party against the other arising out of the relationship between the parties contemplated herein (whether or not arising under this Agreement) shall be governed by the laws of the Commonwealth of Massachusetts and shall be commenced and maintained only and exclusively in any state or federal court located in Massachusetts, and both parties hereby consent to the jurisdiction and venue of any such court. Both parties further agree that any such dispute shall be tried by a judge alone, and both parties hereby waive and forever renounce the right to a trial before a civil jury in any such dispute.

18. I understand and agree that in the event I breach or fail to honor any term of this Agreement, and the Company is successful in whole or in part in any legal or equitable action to defend its rights under or to enforce any terms of this Agreement, I shall be required to reimburse the Company for all costs, expenses and reasonable attorneys' fees associated with such action.

19. This Agreement supersedes any and all prior oral and/or written agreements, and sets forth the entire agreement, between me and the Company with respect to the subject matter hereof.

20. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument.

Very truly yours,

/s/ Peter Aquino

Peter Aquino,
President, Chief Executive Officer and Chairman of the Board

Intending to be legally bound hereby, I have signed this Agreement under seal as of the day and year written below. **I hereby acknowledge that I have been advised and am aware of my right to consult with an attorney prior to signing this Agreement.**

AGREED TO AND ACCEPTED

By: /s/ Kathleen Mosher

Date: August 3, 2022

Name: Kathleen Mosher

EXHIBIT A

Prior Developments

TO: SeaChange International, Inc.

FROM: _____

DATE: _____

SUBJECT: Previous Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions, copyrighted works or improvements relevant to the subject matter of my employment by **SeaChange International, Inc.** (the "**Company**") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

No inventions or improvements.

See below:

Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

Invention or Improvement	Party(ies)	Relationship
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_____	_____	_____
_____	_____	_____

Additional sheets attached.