
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

(Rule 13d-101)
Under the Securities Exchange Act of 1934
Amendment No. 6

Spectrum Brands Holdings, Inc.
(Name of Issuer)

Common Stock, par value \$0.01 per share
(Title of class of securities)

84790A105
(CUSIP number)

Roland T. Kelly
Associate General Counsel
Jefferies Financial Group Inc.
520 Madison Avenue
New York, New York 10022
310-914-1373

(Name, address and telephone number of person authorized to receive notices and communications)

November 19, 2018
(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 which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box .

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

1	Name of Reporting Person: Jefferies Financial Group Inc.	
	S.S. or I.R.S. IDENTIFICATION NO. OF ABOVE PERSON:	
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: 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: New York	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER: 0
	8	SHARED VOTING POWER: 7,525,666
	9	SOLE DISPOSITIVE POWER: 0
	10	SHARED DISPOSITIVE POWER: 7,525,666
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON: 7,525,666	
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): 14.1%	
14	TYPE OF REPORTING PERSON: HC, CO	

This Amendment No. 6 amends the Statement on Schedule 13D first filed with the Securities and Exchange Commission on March 28, 2014, as amended on July 3, 2014, November 26, 2014, March 27, 2017, February 27, 2018 and July 17, 2018 (the "13D"), and is filed by Jefferies Financial Group Inc. ("Jefferies") with respect to the common stock, par value \$0.01 per share (the "Common Stock"), of Spectrum Brands Holdings, Inc. ("Spectrum") owned by Jefferies and its controlled subsidiaries. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the 13D.

Item 1. Security and Issuer.

Spectrum Brands Holdings, Inc.
3001 Deming Way, Middleton, Wisconsin 53562

Common Stock, par value \$0.01 per share

Item 4. Purpose of the Transaction.

The information set forth under Item 6 is incorporated herein by reference.

Item 5. Interest in Securities of the Issuer.

On July 13, 2018, the Merger and the other transactions described in Amendment No. 4 to 13D were consummated and Jefferies acquired 7,965 shares of Common Stock in respect of 7,965 shares of common stock of Spectrum Brands Legacy, Inc. (formerly, Spectrum Brands Holdings, Inc.) as merger consideration. In addition, on September 18, 2018, 184 shares of Common Stock held in a co-managed account were transferred out of our control and on November 5, 2018, we sold 1,779 Common Shares at a weighted average price of \$66.02 per share in open market transactions. The following sets for the number of shares of Common Stock as to which Jefferies currently has:

Sole power to vote or to direct the vote: 0
Shared power to vote or to direct the vote: 7,525,666
Sole power to dispose or to direct the disposition of: 0
Shared power to dispose or to direct the disposition of: 7,525,666

As of the date hereof, Jefferies beneficially owns 7,525,666 shares of Common Stock representing approximately 14.1% of Spectrum's outstanding Common Stock.

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

On July 13, 2018, the Merger and the other transactions described in Amendment No. 4 to 13D were consummated and Jefferies entered into the Leucadia Shareholder Agreement as described in Amendment No. 4 to 13D (the "Shareholder Agreement"). On November 19, 2018, we and Spectrum amended the Shareholder Agreement to allow Jefferies to own up to 19.9% of Spectrum's Common Stock (up from the 15% standstill contained in the Shareholder Agreement). Also, as part of the amended Shareholder Agreement, Jefferies agreed to vote its Common Shares consistent with the recommendations of the Spectrum Board of Directors at Spectrum's 2019 annual meeting of shareholders.

The foregoing summary of the amended Shareholder Agreement does not purport to be complete and is qualified in its entirety by the full text of such agreement which is incorporated herein by reference and attached hereto as Exhibit 99.1.

Item 7. Material to be Filed as Exhibits.

99.1 Amendment to Shareholder Agreement, effective as of November 19, 2018, by and between Spectrum Brands Holdings, Inc. and Jefferies Financial Group Inc.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: November 19, 2018

Jefferies Financial Group Inc.

By: /s/ Roland T. Kelly
Roland T. Kelly
Associate General Counsel and
Assistant Secretary

**AMENDMENT TO
SHAREHOLDER AGREEMENT**

THIS AMENDMENT TO THE SHAREHOLDER AGREEMENT (this "Amendment"), effective as of November 19, 2018 is by and between Spectrum Brands Holdings, Inc., a Delaware corporation (the "Company"), and Jefferies Financial Group Inc. (f/k/a Leucadia National Corporation) ("Jefferies"), a New York corporation.

IN CONSIDERATION of the mutual covenants, conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

**ARTICLE I
DEFINITIONS**

When used herein, the following terms shall have the meanings specified:

1.1 Shareholder Agreement. "Shareholder Agreement" shall mean the Shareholder Agreement dated as of February 24, 2018, and effective as of July 13, 2018, by and between the Company and Jefferies.

1.2 Other Terms. The other capitalized terms used in this Amendment shall have the definitions assigned in the Shareholder Agreement.

**ARTICLE II
AMENDMENT TO SHAREHOLDER AGREEMENT**

The Shareholder Agreement is hereby amended as follows:

2.1 Jefferies Standstill. The reference to "15%" in Section 2.1(a)(i) of the Shareholder Agreement is hereby replaced by "19.9%".

2.2 Jefferies Voting Commitment. A new Section 2.6 is hereby added to Article II of the Shareholder Agreement to read as follows:

Voting Commitment. Through the conclusion of the Company's 2019 Annual Stockholder Meeting (so long as it is held on or prior to September 30, 2019), Leucadia agrees to, and agrees to cause each of its Affiliates to, cause each Voting Security Beneficially Owned by it or such Affiliates (including, for the avoidance of doubt, Beneficial Ownership of any Voting Securities acquired after the date of this Agreement) to be present for quorum purposes and to be voted (including, if applicable, through the execution of one or more written consents if the stockholders of the Company are requested to vote through the execution of written consents in lieu of any annual or special meeting of the stockholders of the Company): (a) in favor of all those Persons nominated to serve as directors of the Company by the Board or any committee thereof, (b) against the election of any directors that have not been nominated by the Board or any committee thereof, (c)

in favor of the Company's "say-on-pay" proposal, and (d) in accordance with the Board's recommendation with respect to auditor ratification proposals.

**ARTICLE III
MISCELLANEOUS**

3.1 No Other Amendment. Except to the extent the Shareholder Agreement is modified by this Amendment, the remaining terms and conditions of the Shareholder Agreement shall remain unmodified and in full force and effect.

3.2 Governing Law. This Amendment and any claim, controversy or dispute arising under or related thereto, the relationship of the parties hereto, and/or the interpretation and enforcement of the rights and duties of the parties hereto, whether arising at law or in equity, in contract, tort or otherwise, will be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, without regard to its rules regarding conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

3.3 Counterparts. This Amendment may be executed in two or more counterparts, each of which when executed will be deemed to be an original, and all of which together will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. For purposes of this Amendment, facsimile signatures or signatures by other electronic form of transfer will be deemed originals.

3.4 Severability. If any term or other provision of this Amendment is held to be invalid, illegal or incapable of being enforced by any rule of Law or public policy by a court of competent jurisdiction, all other conditions and provisions of this Amendment will nevertheless remain in full force and effect, insofar as the foregoing can be accomplished without materially affecting the economic benefits anticipated by the parties. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties will negotiate in good faith to modify this Amendment so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated by this Amendment are fulfilled to the extent possible.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

SPECTRUM BRANDS HOLDINGS, INC.

By /s/ Ehsan Zargar
Name: Ehsan Zargar
Title: Executive Vice President, General
Counsel & Corporate Secretary

JEFFERIES FINANCIAL GROUP INC.

By: /s/ Michael J. Sharp
Name: Michael J. Sharp
Title: EVP & GC