SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 2)

QVC GROUP, INC.

(Name of Issuer)

Common Stock, par value $0.01 per share

(Title of Class of Securities)

747292100

(CUSIP Number)

George Travers
c/o GoldenTree Asset Management LP, 300 Park Avenue, 21st Floor
New York, NY, 10022
(212) 847-3500

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

09/08/2026

(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. ☐

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).

SCHEDULE 13D

CUSIP Number(s):	747292100

1	**Name of reporting person** GoldenTree Asset Management LP
2	**Check the appropriate box if a member of a Group (See Instructions)** ☐ (a) ☐ (b)
3	**SEC use only**

4	Source of funds (See Instructions) WC, OO		
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐		
6	Citizenship or place of organization DELAWARE		
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00	
	8	Shared Voting Power 10,991,951.00	
	9	Sole Dispositive Power 0.00	
	10	Shared Dispositive Power 10,991,951.00	
11	Aggregate amount beneficially owned by each reporting person 10,991,951.00		
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐		
13	Percent of class represented by amount in Row (11) 22.0 %		
14	Type of Reporting Person (See Instructions) PN		

SCHEDULE 13D

CUSIP Number(s):	747292100

1	Name of reporting person GoldenTree Asset Management LLC		
2	Check the appropriate box if a member of a Group (See Instructions) ☐ (a) ☐ (b)		
3	SEC use only		
4	Source of funds (See Instructions) WC, OO		
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐		
6	Citizenship or place of organization DELAWARE		
Number of Shares	7	Sole Voting Power	

Beneficially Owned by Each Reporting Person With:		0.00
	8	**Shared Voting Power** 10,991,951.00
	9	**Sole Dispositive Power** 0.00
	10	**Shared Dispositive Power** 10,991,951.00
11	**Aggregate amount beneficially owned by each reporting person** 10,991,951.00	
12	**Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)** ☐	
13	**Percent of class represented by amount in Row (11)** 22.0 %	
14	**Type of Reporting Person (See Instructions)** OO	

Comment for Type of Reporting Person: Limited Liability Company

SCHEDULE 13D

CUSIP Number(s):	747292100

1	**Name of reporting person** Steven A. Tananbaum		
2	**Check the appropriate box if a member of a Group (See Instructions)** ☐ (a) ☐ (b)		
3	**SEC use only**		
4	**Source of funds (See Instructions)** PF, OO		
5	**Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)** ☐		
6	**Citizenship or place of organization** UNITED STATES		
Number of Shares Beneficially Owned by Each Reporting Person With:	7	**Sole Voting Power** 0.00	
	8	**Shared Voting Power** 10,991,951.00	
	9	**Sole Dispositive Power** 0.00	
	10	**Shared Dispositive Power** 10,991,951.00	

11	**Aggregate amount beneficially owned by each reporting person** 10,991,951.00
12	**Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)** ☐
13	**Percent of class represented by amount in Row (11)** 22.0 %
14	**Type of Reporting Person (See Instructions)** IN

SCHEDULE 13D

CUSIP Number(s):	747292100

1	**Name of reporting person** GoldenTree Master Fund, Ltd.	
2	**Check the appropriate box if a member of a Group (See Instructions)** ☐ (a) ☐ (b)	
3	**SEC use only**	
4	**Source of funds (See Instructions)** WC, OO	
5	**Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)** ☐	
6	**Citizenship or place of organization** CAYMAN ISLANDS	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	**Sole Voting Power** 0.00
	8	**Shared Voting Power** 3,345,244.00
	9	**Sole Dispositive Power** 0.00
	10	**Shared Dispositive Power** 3,345,244.00
11	**Aggregate amount beneficially owned by each reporting person** 3,345,244.00	
12	**Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)** ☐	
13	**Percent of class represented by amount in Row (11)** 6.7 %	
14	**Type of Reporting Person (See Instructions)**	

	CO

SCHEDULE 13D

Item 1. Security and Issuer

(a) Title of Class of Securities:

Common Stock, par value $0.01 per share

(b) Name of Issuer:

QVC GROUP, INC.

(c) Address of Issuer's Principal Executive Offices:

1200 Wilson Drive, West Chester, PENNSYLVANIA , 19380.

Item 1 Comment: This Amendment No. 2 to Schedule 13D ("Amendment No. 2") amends and supplements the Schedule 13D originally filed with the United States Securities and Exchange Commission on August 14, 2026 (as amended to date, the "Schedule 13D"), relating to the common stock, par value $0.01 per share (the "Common Stock"), of QVC Group, Inc., a Delaware corporation (the "Issuer"). Capitalized terms used herein without definition shall have the meanings set forth in the Schedule 13D.

Item 3. Source and Amount of Funds or Other Consideration

On September 8, 2026, the Funds (as defined below) purchased an aggregate of 1,600,000 shares of Common Stock pursuant to a Stock Purchase Agreement (as defined below) for aggregate consideration of $26,000,000 using working capital.

Item 4. Purpose of Transaction

Stock Purchase Agreement

On September 8, 2026, the Investment Manager, on behalf of the Funds, entered into a stock purchase agreement (the "Stock Purchase Agreement") with Silver Point Capital, L.P., pursuant to which the Funds agreed to purchase 1,600,000 shares of Common Stock for a purchase price of $16.25 per share (the "Purchase"). The Purchase closed on September 8, 2026.

The foregoing description of the Stock Purchase Agreement does not purport to be complete and is qualified in its entirety by the full text of such agreement, which is attached as an exhibit to this Schedule 13D and incorporated herein by reference

Item 5. Interest in Securities of the Issuer

(a) The information contained on the cover pages to this Schedule 13D is incorporated herein by reference.

The securities reported herein consist of shares of Common Stock held directly by certain funds and separate accounts managed by the Investment Manager as of September 8, 2026. GoldenTree Master Fund, Ltd. is the record owner of 3,345,244 shares of Common Stock.

The ownership percentage set forth herein is based on 49,999,897 shares of Common Stock outstanding as of August 6, 2026.

The Investment Manager is the investment manager or advisor to certain funds, including GoldenTree Master Fund, Ltd., and a separately managed account by the Investment Manager (the "Funds"). IMGP is the general partner of the Investment Manager. Steven A. Tananbaum is the managing member of IMGP. As a result of these relationships, each of the Investment Manager, IMGP and Mr. Tananbaum may be deemed to share beneficial ownership of the securities held of record by the Funds.

(b) The information contained on the cover pages to this Schedule 13D is incorporated herein by reference.

(c) Except as set forth in this Schedule 13D, since Amendment No. 1, the Reporting Persons have not effected any transactions in the Common Stock.

(d) None.

(e) Not applicable.

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

Item 4 above summarizes certain provisions of the Stock Purchase Agreement and is incorporated herein by reference. A copy of such agreement is attached as an exhibit hereto and incorporated herein by reference.

Except as set forth herein, none of the Reporting Persons has any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including, but not limited to, any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item 7. Material to be Filed as Exhibits.

Exhibit 7: Stock Purchase Agreement.

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.

GoldenTree Asset Management LP

Signature: By: GoldenTree Asset Management LLC, its General Partner, /s/ Steven A. Tananbaum

Name/Title: Steven A. Tananbaum, Managing Member

Date: 09/10/2026

GoldenTree Asset Management LLC

Signature: /s/ Steven A. Tananbaum

Name/Title: Steven A. Tananbaum, Managing Member

Date: 09/10/2026

Steven A. Tananbaum

Signature: /s/ Steven A. Tananbaum

Name/Title: Steven A. Tananbaum

Date: 09/10/2026

GoldenTree Master Fund, Ltd.

Signature: /s/ Peter Alderman

Name/Title: Peter Alderman, General Counsel

Date: 09/10/2026

Exhibit 7

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "Agreement") is entered into on August 8, 2026, by and between Silver Point Capital, L.P. (the "Seller") and **GoldenTree Asset Management LP,** on behalf of certain funds and accounts for which it serves as investment advisor identified on the signature page hereto (collectively or individually, as applicable, the "Purchaser").

RECITALS

The Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller, Purchaser's specified portion of an aggregate of 1,600,000 shares of common stock of QVC Group, Inc. (the "Company"), par value $0.01 per share (the "Securities"), as provided on Schedule 1 hereto.

AGREEMENT

In consideration of the mutual promises, representations, warranties, and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. PURCHASE AND SALE OF STOCK.

1.1 Purchase and Sale of Stock. Subject to the terms and conditions of this Agreement, at the Closing (as defined below), the Seller shall sell, assign, transfer and convey to the Purchaser, and the Purchaser shall purchase, accept and assume from the Seller, all right, title and interest in and to the Securities for a purchase price of $16.25 per share (the "Purchase Price").

1.2 Closing. Subject to the terms and conditions of this Agreement, the purchase and sale of the Securities shall take place remotely via the exchange of documents and signatures at 12:00 pm Eastern Time on the date hereof or such other time as the parties hereto may agree (the "Closing").

1.3 Closing Deliveries.

(a) At or prior to the Closing, the Seller shall deliver, or cause to be delivered:

(i) to the Purchaser, the Securities;

(ii) to the Purchaser, wire instructions for the Seller.

(b) At or prior to the Closing, the Purchaser shall deliver or pay, or cause to be delivered or paid to the Seller, the Purchase Price by wire transfer of immediately available funds to the account provided by the Seller.

1.4 Stock Power and Transfer. This Agreement shall constitute a stock power or other necessary authorization to transfer, as the case may be, authorizing the Company and/or its transfer agent to record on the Company's books and records the transfer of the Securities from the Seller to the Purchaser and to effect the other cancellations and issuances described herein and shall cause the transfer agent to issue a new stock certificate for the Securities in the name of Purchaser and held with the transfer agent (which shall be deemed delivery of such certificate to Purchaser).

2. REPRESENTATIONS AND WARRANTIES OF THE SELLER.

The Seller hereby represents and warrants to the Purchaser as follows:

2.1 Existence; Authorization. The Seller is a limited partnership duly organized, validly existing and in good standing under the laws of Delaware, and has all requisite powers required to carry on its business with respect to the transactions set forth herein. The Seller has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement by the Seller have been duly authorized by all necessary action on the part of the Seller. This Agreement has been duly executed and delivered by the Seller and, assuming the due authorization, execution and delivery by the Purchaser, constitutes the valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting creditors' rights and by general principles of equity.

2.2 Title to Securities. Immediately prior to the Closing, the Seller is the sole record, legal and beneficial owner of, and has, and the Purchaser is acquiring hereunder, good and marketable title to the Securities being sold.

2.3 Securities Law Matters.

(a) Seller (a) is a sophisticated entity familiar with transactions similar to those contemplated by this Agreement, (b) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the Securities, (c) has negotiated this Agreement on an arm's-length basis and has had an opportunity to consult with its legal, tax and financial advisors concerning this Agreement and its subject matter and (d) has independently and without reliance upon the Purchaser, and based on such information and the advice of such advisors as Seller has deemed appropriate, made its own analysis and decision to enter into this Agreement. Seller acknowledges that neither Purchaser nor any of its affiliates is acting as a fiduciary or financial or investment adviser to the Seller, and none of such persons has given the Seller any investment advice, opinion or other information on whether the sale of the Shares is prudent. Seller further acknowledges that the price for the Securities may significantly appreciate or depreciate over time and by agreeing to sell the Securities to the Purchaser pursuant to this Agreement, Seller is giving up the opportunity to sell the Securities at a higher price in the future.

(b) Seller nor, to the knowledge of Seller, any person that has been or will be paid (directly or indirectly) remuneration or a commission for their participation in the offer or sale of Shares, is subject to an event that would disqualify Company or other covered person under Rule 506(d)(1) of Regulation D or is subject to a statutory disqualification described under Section 3(a)(39) of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

(c) Seller represents that it did not engage in any general solicitation or advertising, as defined in accordance with Rule 502(c) under the Securities Act of 1933, as amended (the "Securities Act") in connection with the sale of the Shares.

2.4 Brokers. The Seller has engaged Stifel, Nicolaus & Company, Incorporated ("Stifel") as broker in connection with the transaction contemplated by this Agreement. The Seller and the Purchaser have each agreed to pay Stifel a fee of $0.025 per share of the Securities in connection with the transactions contemplated by this Agreement, such that the aggregate fee payable to Stifel shall be $0.05 per share of the Securities and the total net amount payable to the Seller in respect of the Securities shall be $16.225 per share. Other than Stifel, the Seller has not engaged any broker, finder or financial advisor in connection with the transactions contemplated by this Agreement for whose fees or commissions the Purchaser or the Company would become liable.

2.5 No Other Representations. Except for the representations and warranties expressly set forth in this Section 2, the Seller makes no representation or warranty of any kind, express or implied, at law or in equity, including with respect to the Company, the Securities, or the business, condition (financial or otherwise), assets, liabilities, operations, results of operations or prospects of the Company, or the accuracy or completeness of any information (including any projections, estimates, forecasts or other forward-looking information) provided or made available to the Purchaser or its representatives, and all such other representations and warranties are hereby expressly disclaimed. The Securities are sold on an "as is, where is" basis.

3. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER.

Each Purchaser hereby represents and warrants to the Seller as follows:

(a) Purchaser (a) is a sophisticated entity familiar with transactions similar to those contemplated by this Agreement, (b) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the Securities, (c) has negotiated this Agreement on an arm's-length basis and has had an opportunity to consult with its legal, tax and financial advisors concerning this Agreement and its subject matter and (d) has independently and without reliance upon the Seller, and based on such information and the advice of such advisors as Purchaser has deemed appropriate, made its own analysis and decision to enter into this Agreement. Purchaser acknowledges that neither Seller nor any of its affiliates is acting as a fiduciary or financial or investment adviser to the Purchaser, and none of such persons has given the Purchaser any investment advice, opinion or other information on whether the purchase of the Shares is prudent. Purchaser further acknowledges that the price for the Securities may significantly appreciate or depreciate over time and by agreeing to buy the Securities from the Seller pursuant to this Agreement, Purchaser is giving up the opportunity to buy the Securities at a lower price in the future.

(b) Purchaser nor, to the knowledge of Purchaser, any person that has been or will be paid (directly or indirectly) remuneration or a commission for their participation in the offer or sale of Shares, is subject to an event that would disqualify Company or other covered person under Rule 506(d)(1) of Regulation D or is subject to a statutory disqualification described under Section 3(a)(39) of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

3.2 Existence; Authorization. The Purchaser is an entity of the type identified on Schedule 1 hereto and is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation identified on Schedule 1 hereto and has all requisite powers required to carry on its business with respect to the transactions set forth herein. The Purchaser has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement by the Purchaser have been duly authorized by all necessary action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the Seller, constitutes the valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting creditors' rights and by general principles of equity. The execution and delivery of this Agreement by the Purchaser and the consummation of the transactions contemplated hereby do not conflict with, or result in a breach of or default under, the Purchaser's organizational documents, any material agreement to which the Purchaser is a party, or any material order, statute, rule or regulation applicable to the Purchaser.

3.3 Available Funds. The Purchaser has, and will have at the Closing, sufficient immediately available funds to pay its pro rata share of the Purchase Price and to consummate the transactions contemplated by this Agreement. The Purchaser's obligations hereunder are not subject to any financing condition.

3.4 Securities Law Matters.

(a) The Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "Act"). The Purchaser is acquiring the Securities for investment for its own account, and not with a view to, or for sale in connection with, any distribution thereof that would require registration under the Act.

(b) The Purchaser hereby acknowledges (1) that the Securities have not been registered under the Act or the securities laws of any state or foreign jurisdiction and are exempt from registration and, therefore, the Securities will be characterized as "restricted securities" within the meaning of Rule 144 under the Act and (2) that, unless so registered and qualified under state law, the Securities may not be offered, transferred or sold except pursuant to the registration provisions of the Act and any applicable securities laws of any state or foreign jurisdiction, or pursuant to an applicable exemption therefrom.

(c) The Purchaser has substantial experience in making investment decisions of this type and has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of an investment in the Company. The Purchaser understands the highly speculative nature of the Securities, the financial hazards involved, the lack of liquidity of the Securities and the restrictions on transferability of the Securities. The Purchaser has the capacity to protect its own interests in connection with this transaction and is financially capable of bearing a total loss of its investment in the Securities. The Purchaser has had access to such information about the Securities as the Purchaser deemed necessary in connection with its purchase of the Securities. The Purchaser acknowledges that it is not relying on any advice from the Seller and neither the Seller nor any of its affiliates are acting as a financial advisor, agent, underwriter or broker to the Purchaser or any of its affiliates or otherwise on behalf of the Purchaser or any of its affiliates in connection with the transactions contemplated by this Agreement and the agreements entered into in connection herewith.

3.5 Brokers. The Purchaser has engaged Stifel as broker in connection with the transaction contemplated by this Agreement. The Purchaser and the Seller have each agreed to pay Stifel a fee of $0.025 per share of the Securities in connection with the transactions contemplated by this Agreement, such that the aggregate fee payable to Stifel shall be $0.05 per share of the Securities and the total net amount payable to the Seller in respect of the Securities shall be $16.225 per share. Other than Stifel, the Purchaser has not engaged any broker, finder or financial advisor in connection with the transactions contemplated by this Agreement for whose fees or commissions the Seller would become liable.

4. COVENANTS.

4.1 Further Assurances. At any time and from time to time after the Closing, at the reasonable request of the other party, each party shall execute and deliver such further documents, and perform such further acts, as may be reasonably necessary in order to effectively transfer and convey the Securities to the Purchaser, on the terms herein contained, and to otherwise comply with the terms of this Agreement and consummate the transactions contemplated hereby.

4.2 Fees and Expenses. Each party shall bear its own fees and expenses (including those of its counsel and other advisors) incurred in connection with the negotiation and execution of this Agreement and the consummation of the transactions contemplated hereby.

5. MISCELLANEOUS.

5.1 Survival; Limitation on Liability. The representations and warranties of the parties contained in this Agreement shall survive the Closing until the date that is twelve (12) months after the date hereof, after which they shall expire and no claim may be made in respect thereof. Except in the case of actual fraud, (a) the sole and exclusive remedy of a party for any breach of this Agreement shall be a claim for direct damages, (b) the aggregate liability of the Seller under or in connection with this Agreement shall not exceed the Purchase Price actually received by the Seller, and (c) no party shall be liable for any consequential, incidental, indirect, special, punitive or exemplary damages, or for lost profits or diminution in value.

5.2 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties (including transferees of the Securities). This Agreement is made solely and specifically between and for the benefit of the Seller and the Purchaser and nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, as a third-party beneficiary or otherwise. Neither party may assign this Agreement or delegate any of its obligations hereunder, in whole or in part, without the prior written consent of the other party.

5.3 Governing Law. This Agreement shall be governed by the internal laws of the State of Delaware without regard to principles of conflicts of law.

5.4 WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS) MADE BASED UPON OR ARISING OUT OF THIS AGREEMENT.

5.5 Amendment. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by the written consent of the Seller and the Purchaser.

5.6 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision or provisions were so excluded and shall be enforceable in accordance with its terms.

5.7 Entire Agreement. This Agreement and the other documents delivered pursuant hereto and thereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and no party shall be liable or bound to any other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein and therein. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no remedy in respect of, any representation, warranty or statement (whether made negligently or innocently) other than those expressly set forth in this Agreement.

5.8 Counterparts. This Agreement may be executed in any number of counterparts (including by electronic means).

[intentionally left blank]

The parties hereto have executed this **STOCK PURCHASE AGREEMENT** as of the date first above written.

SELLER:

SILVER POINT CAPITAL, L.P.
on behalf of itself and all direct and indirect subsidiaries and affiliates

By: /s/ Stacey Hatch
Name: Stacey Hatch
Title: Authorized Signatory

PURCHASER:

GoldenTree Asset Management LP, on behalf of the funds and accounts listed on Schedule 1 hereto for which it serves as investment advisor

By: */s/ Elyssa Eisenberg*
Name: Elyssa Eisenberg
Title: Executive Director