

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

SCHEDULE 13D  
(Rule 13d-101)

Amendment No. 3

INFORMATION TO BE INCLUDED IN STATEMENTS FILED  
PURSUANT TO RULE 13d-1(a) AND AMENDMENTS THERETO  
FILED PURSUANT TO RULE 13d-2(a)

Crown Crafts, Inc.  
-----

(Name of Issuer)

Common Stock, Par Value \$1.00 Per Share  
-----

(Title of Class of Securities)

228309100  
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(CUSIP Number of Class of Securities)

Wynnefield Partners Small Cap Value, L.P.  
450 Seventh Avenue, Suite 509  
New York, New York 10123  
Attention: Mr. Nelson Obus  
-----

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

Copy to:

Shahe Sinanian, Esq.  
Greenberg Traurig, LLP  
200 Park Avenue  
New York, New York 10166  
(212) 801-9200

May 7, 2003  
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(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 if filing this  
Schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box  
[ ]

(continued on following pages)

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1 NAME OF REPORTING PERSONS: Wynnefield Partners Small Cap Value, L.P.  
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): 13-3688497

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2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*  
(a)   
(b)

---

3 SEC USE ONLY

---

4 SOURCE OF FUNDS\*

WC (SEE ITEM 3)

---

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED  
PURSUANT TO ITEMS 2(d) OR 2(e)

---

6 CITIZENSHIP OR PLACE OF ORGANIZATION

DELAWARE

---

7 SOLE VOTING POWER

NUMBER OF 495,600 Shares (See Item 5)

SHARES

8 SHARED VOTING POWER  
BENEFICIALLY

-0- (See Item 5)

OWNED BY

---

EACH 9 SOLE DISPOSITIVE POWER

REPORTING 495,600 Shares (See Item 5)

PERSON

10 SHARED DISPOSITIVE POWER  
WITH

-0- (See Item 5)

---

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

495,600 Shares (See Item 5)

---

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES\*

---

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

5.3% (See Item 5)

---

14 TYPE OF REPORTING PERSON\*

PN

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\*SEE INSTRUCTIONS BEFORE FILLING OUT!

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1 NAME OF REPORTING PERSONS: Wynnefield Small Cap Value Offshore Fund, Ltd.  
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): Not Applicable

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2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

- (a)   
(b)

---

3 SEC USE ONLY

---

4 SOURCE OF FUNDS\*

WC (SEE ITEM 3)

---

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED  
PURSUANT TO ITEMS 2(d) OR 2(e)

---

6 CITIZENSHIP OR PLACE OF ORGANIZATION

CAYMAN ISLANDS

---

7 SOLE VOTING POWER

NUMBER OF 317,135 Shares (See Item 5)

SHARES

8 SHARED VOTING POWER

BENEFICIALLY

-0- (See Item 5)

OWNED BY

---

EACH 9 SOLE DISPOSITIVE POWER

REPORTING 317,135 Shares (See Item 5)

PERSON

10 SHARED DISPOSITIVE POWER

WITH

-0- (See Item 5)

---

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

317,135 Shares (See Item 5)

---

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES\*

---

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

3.4% (See Item 5)

---

14 TYPE OF REPORTING PERSON\*

CO

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\*SEE INSTRUCTIONS BEFORE FILLING OUT!

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1 NAME OF REPORTING PERSONS: Wynnefield Partners Small Cap Value, L.P. I  
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): 13-3953291

---

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

(a)   
(b)

---

3 SEC USE ONLY

---

4 SOURCE OF FUNDS\*

WC (SEE ITEM 3)

---

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED  
PURSUANT TO ITEMS 2(d) OR 2(e)

---

6 CITIZENSHIP OR PLACE OF ORGANIZATION

DELAWARE

---

7 SOLE VOTING POWER

NUMBER OF 571,200 Shares (See Item 5)

SHARES

---

8 SHARED VOTING POWER

BENEFICIALLY

-0- (See Item 5)

OWNED BY

---

EACH 9 SOLE DISPOSITIVE POWER

REPORTING 571,200 Shares (See Item 5)

PERSON

---

10 SHARED DISPOSITIVE POWER

WITH

-0- (See Item 5)

---

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

571,200 Shares (See Item 5)

---

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES\*

---

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

6.1% (See Item 5)

---

14 TYPE OF REPORTING PERSON\*

PN

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\*SEE INSTRUCTIONS BEFORE FILLING OUT!

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1 NAME OF REPORTING PERSONS: Wynnefield Capital Management LLC  
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): 13-4018186

---

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*  
(a)   
(b)

---

3 SEC USE ONLY

---

4 SOURCE OF FUNDS\*

AF (SEE ITEM 3)

---

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED  
PURSUANT TO ITEMS 2(d) OR 2(e)

---

6 CITIZENSHIP OR PLACE OF ORGANIZATION

NEW YORK

---

7 SOLE VOTING POWER

NUMBER OF 1,066,800 Shares (See Item 5)

SHARES

---

8 SHARED VOTING POWER  
BENEFICIALLY

-0- (See Item 5)

OWNED BY

---

EACH 9 SOLE DISPOSITIVE POWER

REPORTING 1,066,800 (See Item 5)

PERSON

---

10 SHARED DISPOSITIVE POWER  
WITH

-0- (See Item 5)

---

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

1,066,800 Shares (See Item 5)

---

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES\*

---

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

11.3% (See Item 5)

---

14 TYPE OF REPORTING PERSON\*

OO (Limited Liability Company)

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\*SEE INSTRUCTIONS BEFORE FILLING OUT!

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1 NAME OF REPORTING PERSONS: Channel Partnership II, L.P.  
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): 22-3215653

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2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*  
(a)   
(b)

---

3 SEC USE ONLY

---

4 SOURCE OF FUNDS\*

WC (SEE ITEM 3)

---

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED  
PURSUANT TO ITEMS 2(d) OR 2(e)                     

---

6 CITIZENSHIP OR PLACE OF ORGANIZATION

NEW YORK

---

7 SOLE VOTING POWER

NUMBER OF            11,600 Shares (See Item 5)

SHARES \_\_\_\_\_

8 SHARED VOTING POWER

BENEFICIALLY

-0- (See Item 5)

OWNED BY \_\_\_\_\_

EACH    9    SOLE DISPOSITIVE POWER

REPORTING            11,600 Shares (See Item 5)

PERSON \_\_\_\_\_

10 SHARED DISPOSITIVE POWER

WITH

-0- (See Item 5)

---

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

11,600 Shares (See Item 5)

---

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES\*

---

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

0.1% (See Item 5)

---

14 TYPE OF REPORTING PERSON\*

PN

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\*SEE INSTRUCTIONS BEFORE FILLING OUT!

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1 NAME OF REPORTING PERSONS: Nelson Obus  
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): N/A

---

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

(a)   
(b)

---

3 SEC USE ONLY

---

4 SOURCE OF FUNDS\*

AF (SEE ITEM 3)

---

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED  
PURSUANT TO ITEMS 2(d) OR 2(e)                     

---

6 CITIZENSHIP OR PLACE OF ORGANIZATION

UNITED STATES OF AMERICA

---

7 SOLE VOTING POWER

NUMBER OF            11,600 Shares (See Item 5)

SHARES

---

8 SHARED VOTING POWER

BENEFICIALLY

-0- (See Item 5)

OWNED BY

---

EACH            9    SOLE DISPOSITIVE POWER

REPORTING            11,600 (See Item 5)

PERSON

---

10 SHARED DISPOSITIVE POWER

WITH

-0- (See Item 5)

---

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

11,600 (See Item 5)

---

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES\*

---

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

0.1% (See Item 5)

---

14 TYPE OF REPORTING PERSON\*

IN

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\*SEE INSTRUCTIONS BEFORE FILLING OUT!

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13D/A

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1 NAME OF REPORTING PERSONS: Wynnefield Capital, Inc.  
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): N/A

---

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

(a)   
(b)

---

3 SEC USE ONLY

---

4 SOURCE OF FUNDS\*

AF (SEE ITEM 3)

---

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED  
PURSUANT TO ITEMS 2(d) OR 2(e)

---

6 CITIZENSHIP OR PLACE OF ORGANIZATION

CAYMAN ISLANDS

---

7 SOLE VOTING POWER

NUMBER OF 317,135 Shares (See Item 5)

SHARES

---

8 SHARED VOTING POWER  
BENEFICIALLY  
-0- (See Item 5)  
OWNED BY

---

EACH 9 SOLE DISPOSITIVE POWER



REPORTING 317,135 Shares (See Item 5)

PERSON

10 SHARED DISPOSITIVE POWER

WITH

-0- (See Item 5)

---

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

317,135 Shares (See Item 5)

---

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES\*

---

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

3.4% (See Item 5)

---

14 TYPE OF REPORTING PERSON\*

CO

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\*SEE INSTRUCTIONS BEFORE FILLING OUT!

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This Amendment No. 3 (the "Amendment") amends the Statement of Beneficial Ownership on Schedule 13D, filed with the Securities and Exchange Commission (the "Commission") on May 17, 2002 (the "Original Schedule 13D"), as amended by Amendment No. 1, filed with the Commission on January 28, 2003 ("Amendment No. 1") and Amendment No. 2, filed with the Commission on February 20, 2003 ("Amendment No. 2", and together with the Original Schedule 13D and Amendment No. 1, the "Schedule 13D") by Wynnefield Partners Small Cap Value, L.P. (the "Partnership"), Wynnefield Partners Small Cap Value, L.P. I (the "Partnership-I"), Wynnefield Small Cap Value Offshore Fund, Ltd. (the "Fund"), Wynnefield Capital Management, LLC ("WCM"), Wynnefield Capital, Inc. ("WCI"), Channel Partnership II, L.P. ("Channel") and Nelson Obus ("Mr. Obus", and together with the Partnership, Partnership-I, the Fund, WCM, WCI and Channel, the "Wynnefield Group") with respect to the shares of common stock, par value \$1.00 per share (the "Common Stock"), of Crown Crafts, Inc., a Georgia corporation with its principal executive offices located at 916 South Burnside Avenue, Gonzales, Louisiana 70737. Unless specifically amended hereby, the disclosures set forth in the Schedule 13D shall remain unchanged.

#### ITEM 4. PURPOSE OF TRANSACTION.

The response to Item 4 is hereby amended and restated in its entirety as follows:

Each member of the Wynnefield Group acquired the shares of Common Stock reported in Item 5 below for its own account, and for investment purposes, with no intention of changing or influencing control of the Issuer or as a participant in any transaction having that purpose or effect. However, the Wynnefield Group has recommended, and from time-to-time, may continue to recommend to the Issuer's management various strategies for increasing shareholders' value.

The Wynnefield Group expects to evaluate on an ongoing basis the Issuer's financial condition, business, operations and prospects, the market price for the shares of Common Stock, conditions in the securities markets generally, general economic conditions, conditions affecting the Issuer's operations and other factors, specifically management's ability to maximize stockholder value if faced with continuing difficult economic conditions. The Wynnefield Group reserves the right to change its plans and intentions at any time as it deems appropriate. In particular, the Wynnefield Group may purchase shares of Common Stock, or may sell or otherwise dispose of all or a portion of the shares of

Common Stock, in public and private transactions and/or may enter into negotiated derivative transactions to hedge the market risk of some or all positions in, or to obtain greater exposure to, the shares of the Common Stock. Any such transactions may be effected at any time or from time to time, subject to any applicable limitations imposed on the sale of shares of the Common Stock by the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended (the "Exchange Act") and applicable state securities or "blue sky" laws.

Depending on factors deemed relevant by the Wynnefield Group, including but not limited to changes in the Company's business, governance or financial situation, the Wynnefield Group reserves the right to formulate other plans and/or make proposals, and take such actions with respect to its investment in the Company, including any or all of the actions set forth in this response to Item 4 and any other actions as the Wynnefield Group, or any of them, may determine.

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WCM, on behalf of the Wynnefield Group, entered into that certain Support Agreement with the Company dated May 7, 2003 (the "Support Agreement"), which provides, among other things, that until December 31, 2008, no member of the Wynnefield Group will directly or indirectly acquire any shares of Common Stock that would result in the Wynnefield Group beneficially owning more than twenty percent (20%) of the outstanding shares of Common Stock, except that such restriction shall not apply if and to the extent that the ownership percentage of the Wynnefield Group is increased as a result of the Company's recapitalization or reincorporation, the Company's redemption of any of its equity securities or any other action taken by the Company or its affiliates. WCM also agreed to take such action as may be necessary to vote the shares of Common Stock owned by the Wynnefield Group in favor of a proposal to effect a reincorporation by merger of the Company with and into a newly formed Delaware corporation wholly owned by the Company ("NewCo"). WCM further agreed in the Support Agreement not to subject any shares of Common Stock owned by the Wynnefield Group to an arrangement or agreement with respect to the voting of such securities with certain persons, including Michael Bernstein, the Company's previous President and Chief Executive Officer or to join with such persons in any arrangement with respect to the acquisition, holding, voting or disposition of any voting securities of the Company.

The foregoing summary of certain terms of the Support Agreement is not intended to be complete and is qualified in its entirety by reference to the full text of the Support Agreement. A copy of the Support Agreement is filed hereto as Exhibit 2 to this Amendment and is hereby incorporated herein by reference in its entirety.

Except as set forth in this Item 4, no member of the Wynnefield Group has any present plans or intentions that would result in or relate to any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a) - (c) As of May 7, 2003, the members of the Wynnefield Group beneficially owned in the aggregate 1,395,535 shares of Common Stock, constituting approximately 14.8% of the outstanding shares of Common Stock (the percentage of shares owned being based upon 9,421,437 shares outstanding on December 29, 2002, as set forth in the Company's most recent report on Form 10-Q for the period ended December 29, 2002 filed with the Commission on February 13, 2003). The following table sets forth certain information with respect to shares of Common Stock beneficially owned directly by the Wynnefield Group members listed:

NAME	APPROXIMATE	
	NUMBER OF SHARES	PERCENTAGE OF OUTSTANDING SHARES
Partnership *	495,600	5.3%
Partnership-I *	571,200	6.1%
Fund **	317,135	3.4%
Channel	11,600	0.1%

\* WCM has an indirect beneficial ownership interest in these shares of Common Stock.

\*\* WCI has an indirect beneficial ownership interest in these shares of Common Stock.

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WCM is the sole general partner of Partnership and Partnership-I and, accordingly, may be deemed to be the indirect beneficial owner (as that term is defined under Rule 13d-3 under the Exchange Act) of the shares of Common Stock that Partnership and Partnership-I beneficially own. WCM, as the sole general partner of Partnership and Partnership-I, has the sole power to direct the voting and disposition of the shares of Common Stock that Partnership and Partnership-I beneficially own.

Messrs. Obus and Landes are the co-managing members of WCM and, accordingly, each of Messrs. Obus and Landes may be deemed to be the indirect beneficial owner (as that term is defined under Rule 13d-3 under the Exchange Act) of the shares of Common Stock that WCM may be deemed to beneficially own. Each of Messrs. Obus and Landes, as a co-managing member of WCM, shares with the other the power to direct the voting and disposition of the shares of Common Stock that WCM may be deemed to beneficially own.

WCI is the sole investment manager of the Fund and, accordingly, may be deemed to be the indirect beneficial owner (as that term is defined under Rule 13d-3 under the Exchange Act) of the shares of Common Stock that the Fund beneficially owns. WCI, as the sole investment manager of the Fund, has the sole power to direct the voting and disposition of the shares of Common Stock that the Fund beneficially owns.

Messrs. Obus and Landes are the principal executive officers of WCI and, accordingly, each of Messrs. Obus and Landes may be deemed to be the indirect beneficial owner (as that term is defined under Rule 13d-3 under the Exchange Act) of the shares of Common Stock that WCI may be deemed to beneficially own. Each of Messrs. Obus and Landes, as a principal executive officer of WCI, shares with the other the power to direct the voting and disposition of the shares of Common Stock that WCI may be deemed to beneficially own.

Mr. Obus is the general partner of Channel and, accordingly may be deemed to be the indirect beneficial owner (as that term is defined under Rule 13d-3 under the Exchange Act) of the shares of Common Stock that Channel beneficially own. Mr. Obus, as the general partner of Channel, has the sole power to direct the voting and disposition of the shares of Common Stock that the Channel beneficially owns.

Beneficial ownership of shares of Common Stock shown on the cover pages of and set forth elsewhere in this Amendment for each of the members of the Wynnefield Group assumes that they have not formed a group for purposes of Section 13(d)(3) under the Exchange Act, and Rule 13d-5(b)(1) promulgated thereunder. If the members of the Wynnefield Group were deemed to have formed a group for purposes of Section 13(d)(3) and Rule 13d-5(b)(1), the group would be deemed to own beneficially (and may be deemed to have shared voting and dispositive power over) 1,395,535 shares of Common Stock, constituting approximately 14.8% of the outstanding shares of Common Stock (the percentage of shares owned being based upon 9,421,437 shares outstanding on December 29, 2002, as set forth in the Company's most recent report on Form 10-Q for the period ended December 29, 2002 filed with the Commission on February 13, 2003).

The filing of this Amendment and any future amendment by the Wynnefield Group, and the inclusion of information herein and therein with respect to Messrs. Obus and Landes, shall not be considered an admission that any of such persons, for the purpose of Section 13(d) of the Exchange Act, are the beneficial owners of any shares in which such persons do not have a pecuniary interest.

To the best knowledge of the Wynnefield Group, except as described in this Amendment, none of the Wynnefield Group, any person in control (ultimately or otherwise) of the Wynnefield Group, any general partner, executive officer or director thereof, as applicable, beneficially owns any Common Stock, and except as set forth in the table below, there have been no transactions in shares of Common Stock effected since the filing of Amendment No. 2 by the Wynnefield Group, any person in control of the

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Wynnefield Group (ultimately or otherwise), or any general partner, executive officer or director thereof, as applicable; provided, however, certain investment banking affiliates of the Wynnefield Group may beneficially own shares of Common Stock, including shares that may be held in discretionary or advisory accounts with the Wynnefield Group; and the Wynnefield Group, directly or in connection with such discretionary or advisory accounts, may acquire, hold, vote or dispose of Common Stock, including transactions that may have occurred since the filing of Amendment No. 2.

The Wynnefield Group has made no purchases of shares of Common Stock in the past 60 days.

(d) No person, other than each of the members of the Wynnefield Group referred to as the direct beneficial owner of the shares of Common Stock set forth in this response to Item 5, has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, such shares of Common Stock.

(e) Not applicable.

#### ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Each of the members of the Wynnefield Group is a party to a Joint Filing Agreement, dated as of February 19, 2003 (the "13D Joint Filing Agreement"), pursuant to which the parties agreed to jointly file this Amendment and any and all amendments and supplements thereto with the Commission. The 13D Joint Filing Agreement is filed as Exhibit 1 to Amendment No. 1 and is incorporated in this response to Item 6 in its entirety.

WCM, on behalf of the Wynnefield Group, is a party to a Support Agreement, as described in Item 4 hereof. The Support Agreement is filed as Exhibit 2 to this Amendment and is incorporated in this response to Item 6 in its entirety.

Except for the agreements described above, to the best knowledge of the Wynnefield Group, there are no contracts, arrangements, understandings or relationships (legal or otherwise) between the Wynnefield Group, and any other person, with respect to any securities of the Issuer, including, but not limited to, transfer or voting of any of the securities, finder's fees, joint ventures, loan or option agreements, puts or calls, guarantees of profits, divisions of profits or loss, or the giving or withholding of proxies.

#### ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

Exhibit 1 Joint Filing Agreement, dated as of February 19, 2003, among the Partnership, Partnership-I, Fund, WCM, WCI, Channel and Mr. Obus (Attached as Exhibit 1 to Amendment No. 1 and incorporated herein by reference in its entirety).

Exhibit 2 Support Agreement, dated as of May 7, 2003, by and between Wynnefield Capital Management, LLC and Crown Crafts, Inc.

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#### SIGNATURE

After reasonable inquiry and to the best of their knowledge and belief, the undersigned certify that the information set forth in this Amendment is true, complete and correct.

Dated: May 12, 2003

WYNNEFIELD PARTNERS SMALL CAP VALUE, L.P.

By: Wynnefield Capital Management, LLC,  
General Partner

By: /s/ Nelson Obus

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Nelson Obus, Co-Managing Member

WYNNEFIELD PARTNERS SMALL CAP VALUE, L.P. I

By: Wynnefield Capital Management, LLC,  
General Partner

By: /s/ Nelson Obus  
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Nelson Obus, Co-Managing Member

WYNNEFIELD SMALL CAP VALUE OFFSHORE FUND, LTD.

By: Wynnefield Capital, Inc.

By: /s/ Nelson Obus  
-----  
Nelson Obus, President

WYNNEFIELD CAPITAL MANAGEMENT, LLC

By: /s/ Nelson Obus  
-----  
Nelson Obus, Co-Managing Member

WYNNEFIELD CAPITAL, INC.

By: /s/ Nelson Obus  
-----  
Nelson Obus, President

CHANNEL PARTNERSHIP II, L.P.

By: /s/ Nelson Obus  
-----  
Nelson Obus, General Partner

/s/ Nelson Obus  
-----  
Nelson Obus, Individually

SUPPORT AGREEMENT

SUPPORT AGREEMENT (the "Agreement") dated as of May 7, 2003, between WYNNEFIELD CAPITAL MANAGEMENT, LLC, a Delaware limited liability company ("Wynnefield"), and CROWN CRAFTS, INC., a Georgia corporation (the "Company").

WHEREAS, the Wynnefield Group (as hereinafter defined) currently owns an aggregate of 1,395,535 shares of the Company's Series A Common Stock, par value \$1.00 per share (such class of common stock being referred to herein as "Common Stock");

WHEREAS, the Wynnefield Group wishes to acquire additional shares of Common Stock without triggering the operation of the Company's Shareholder Rights Plan (the "Rights Plan"), as set forth in that certain Rights Agreement dated as of August 11, 1995 between the Company and SunTrust Bank (successor by merger to Trust Company Bank), as amended, and the Company is willing to permit Wynnefield to do so as long as the Company can be assured of a constructive and mutually beneficial relationship between it and Wynnefield; and

WHEREAS, in order to assure this type of relationship, the Company and Wynnefield wish to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, representations, warranties, covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. TERM OF AGREEMENT

The respective covenants and agreements of Wynnefield and the Company contained in this Agreement will continue in full force and effect until December 31, 2008 (the "Termination Date"), unless earlier terminated pursuant to paragraph 5 or subparagraph 6(b) hereof or pursuant to the mutual written consent of Wynnefield and the Company.

2. COVENANTS OF WYNNEFIELD

Prior to the Termination Date or earlier termination of this Agreement and subject to the further provisions hereof:

(a) Neither Wynnefield nor any person controlled by (within the meaning of Rule 12b-2 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) Wynnefield (collectively and together with Wynnefield, the "Wynnefield Group") will, directly or indirectly, acquire any Voting Securities (as hereinafter defined) (except by way of stock dividends or other distributions or offerings made available to holders of Voting Securities generally) if the effect of such acquisition would be to increase the aggregate voting power in the election of directors of all Voting Securities then owned by all members of the Wynnefield Group to greater than 20% of such total combined voting power of all Voting Securities then outstanding; provided that this subparagraph shall not apply if and to the extent that the aggregate percentage ownership of the Wynnefield Group is increased as a result of a

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recapitalization or reincorporation of the Company, any redemption of Voting Securities by the Company, or any other action taken by the Company or its affiliates (as hereinafter defined) other than the Wynnefield Group.

(b) Wynnefield shall take such action as may be required so that all Voting Securities owned by any member of the Wynnefield Group are voted (whether by proxy or otherwise) in favor of a proposal to effect a reincorporation by merger of the Company with and into a newly-formed Delaware corporation wholly-owned by the Company ("Newco") upon the consummation of which Newco will be substantially identical to the Company, except that (i) the Rights Plan will be terminated, and (ii) the charter of Newco (A) will impose certain transfer restrictions on Newco's capital stock to help assure that the Company's net operating loss carryforwards (the "NOLs") will continue to be available to offset Newco's current and future taxable income (which transfer restrictions will lapse once the NOLs have been fully utilized), (B) will provide for modifications in the conversion ratios applicable to the Series B Common Stock and Series C Common Stock and corresponding reductions in the number of shares

of capital stock designated as Series B Common Stock and Series C Common Stock (and a corresponding increase in the number of shares of capital stock designated as Series A Common Stock), (C) will include an increase in authorized capital not to exceed 25,000,000 shares of capital stock in the event that the Company has issued shares of capital stock pursuant to the Rights Plan prior to the time of such reincorporation, and (D) will be subject to amendment upon the approval of holders owning a majority of the capital stock of Newco entitled to vote generally in the election of directors. The members of the Wynnefield Group, as holders of Voting Securities, shall be present, in person or by proxy, at all meetings of shareholders of the Company called with respect to such reincorporation and of which the Wynnefield Group has received due notice, so that all Voting Securities beneficially owned by them may be counted for the purpose of determining the presence of a quorum at such meetings.

(c) No member of the Wynnefield Group shall deposit any Voting Securities in a voting trust or subject any Voting Securities to any arrangement or agreement with respect to the voting of such Voting Securities to which any of the following persons (collectively, the "Bernstein Group") is a party: (i) Michael Bernstein or any person who any member of the Wynnefield Group knows to be an affiliate, associate (as hereinafter defined) or relative (whether or not they occupy the same home as Mr. Bernstein) of Mr. Bernstein or any 13D Group (as hereinafter defined) of which Mr. Bernstein is a member, (ii) any person who, to the knowledge of any member of the Wynnefield Group, is employed by any corporation or other organization (other than the Company and its affiliates and associates) of which Mr. Bernstein is an officer or partner or is, directly or indirectly, the beneficial owner of 10% or more of any class of equity securities of such corporation or other organization, or (iii) any person who, to the knowledge of any member of the Wynnefield Group, is casting votes in respect of Voting Securities beneficially owned by Mr. Bernstein.

(d) No member of the Wynnefield Group shall solicit proxies or become a "participant" in a "solicitation" (as such terms are defined in Regulation 14A under the Exchange Act) made by any member of the Bernstein Group.

(e) No member of the Wynnefield Group shall, for the purpose of, or in connection with, acquiring, holding, voting or disposing of Voting Securities, (i) join a partnership, limited partnership, syndicate or other group of which, to its knowledge, any member of the Bernstein

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Group is, directly or indirectly, a partner, member or participant, or (ii) otherwise act in concert with any person who it knows to be a member of the Bernstein Group, or (iii) otherwise become, together with any person who it knows to be a member of the Bernstein Group, a "person" within the meaning of Section 13(d)(3) of the Exchange Act (in each case other than solely with members of the Wynnefield Group).

(f) No member of the Wynnefield Group shall, directly or indirectly, offer, sell or transfer any Voting Securities to any person who it knows to be a member of the Bernstein Group.

### 3. REPRESENTATIONS AND WARRANTIES

(a) The Company hereby represents and warrants to Wynnefield as follows:

(i) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia.

(ii) The Company has full legal right, power and authority to enter into and perform this Agreement, and the execution and delivery of this Agreement by the Company and the consummation of the transactions contemplated hereby have been duly authorized by the Board of Directors of the Company.

(iii) This Agreement constitutes a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms except that (A) such enforcement may be subject to applicable bankruptcy, insolvency or other similar laws, now or hereafter in effect, affecting creditors' rights generally, and (B) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(b) Wynnefield hereby represents and warrants to the Company as follows:

(i) Wynnefield is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

(ii) Wynnefield has full legal right, power and authority to enter into and perform this Agreement, and the execution and delivery of this Agreement by Wynnefield and the consummation by Wynnefield of the transactions contemplated hereby have been duly authorized by the managers of Wynnefield.

(iii) This Agreement constitutes a valid and binding agreement of Wynnefield, enforceable against Wynnefield in accordance with its terms except that (A) such enforcement may be subject to applicable bankruptcy, insolvency or other similar laws, now or hereafter in effect, affecting creditors' rights generally, and (B) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(iv) As of the date hereof, the Wynnefield Group owns of record and beneficially an aggregate of 1,395,535 shares of Common Stock (the "Existing Shares"), and the Existing Shares

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constitute all of the shares of the Company's capital stock owned of record or beneficially by the Wynnefield Group. There are no outstanding options or other rights to acquire from Wynnefield, or obligations of Wynnefield to sell or to acquire, any shares of the Company's capital stock. Wynnefield has, directly or indirectly, the voting power, power of disposition and power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Existing Shares with no limitations, qualifications or restrictions of any kind whatsoever, subject to applicable securities laws and the terms of this Agreement.

#### 4. CERTAIN DEFINITIONS

For purposes of this Voting Agreement:

(a) "Affiliate" and "associate" shall each have the meaning set forth with respect thereto in Rule 12b-2 under the Exchange Act.

(b) "Beneficially own", "beneficial ownership" and "beneficial owner" with respect to any securities means having "beneficial ownership" of such securities, as determined pursuant to Rule 13d-3 under the Exchange Act, without duplicative counting of the same securities by the same holder. Securities beneficially owned by a person include securities beneficially owned by all other persons with whom such person would constitute a "13D Group" with respect to securities of the same issuer.

(c) "Person" shall mean any individual, partnership, corporation, limited liability company, trust or other entity or association.

(d) "13D Group" shall mean any group of persons formed for the purpose of acquiring, holding, voting or disposing of Voting Securities which would be required under Section 13(d) of the Exchange Act and the rules and regulations thereunder (as now in effect and based on present legal interpretations thereof) to file a statement on Schedule 13D with the Securities and Exchange Commission as a "person" within the meaning of Section 13(d)(3) of the Exchange Act if such group beneficially owned Voting Securities representing more than 5% of the total combined voting power of all Voting Securities then outstanding.

(e) "Voting Securities" shall mean all classes of capital stock of the Company entitled to vote generally in the election of directors.

#### 5. TERMINATION

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement, in its sole discretion, if (i) the other party fails to perform or observe any of its obligations pursuant to this Agreement or (ii)



the members of the Wynnefield Group own, in the aggregate, Voting Securities representing less than 5% of the total combined voting power of all outstanding Voting Securities.

6. MISCELLANEOUS

(a) Wynnefield, on the one hand, and the Company, on the other, acknowledge and agree that irreparable damage would occur in the event any of the provisions of this Agreement were

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not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state thereof having jurisdiction, in addition to any other remedy to which they may be entitled at law or equity.

(b) If any provision of this Agreement is in violation of any statute, rule, regulation, order or decree of any governmental authority, court or agency, or subjects any member of the Wynnefield Group to governmental regulation to which it is not now subject, which violation or regulation would have a material adverse impact on the operations of the Wynnefield Group taken as a whole, then such member of the Wynnefield Group shall be relieved of its obligations under such provision to the minimum extent necessary to cure such violation or eliminate the applicability of such regulation; provided that this subparagraph shall not apply to any such violation or regulation resulting from activities or operations of any member of the Wynnefield Group other than its ownership of Voting Securities and the consummation of the transactions contemplated by this Agreement; and provided further that in the event any member of the Wynnefield Group is relieved of its obligations under any provision of this Agreement pursuant to this subparagraph, the Company may terminate this Agreement in its sole discretion.

(c) This Agreement contains the entire understanding of the parties with respect to the transactions contemplated hereby, and this Agreement may be amended only by an agreement in writing executed by the parties hereto.

(d) Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

(e) For the convenience of the parties, any number of counterparts of this Agreement may be executed by the parties hereto and each such executed counterpart shall be, and shall be deemed to be, an original instrument.

(f) All notices, consents, requests, instructions, approvals and other communications provided for herein and all legal process in regard hereto shall be in writing and shall be deemed given upon (i) transmitter's confirmation of a receipt of a facsimile transmission, (ii) confirmed delivery by a standard overnight carrier or when delivered by hand, or (iii) the expiration of five business days after the day when mailed by certified or registered mail, postage prepaid, addressed at the following addresses (or at such other address for a party as shall be specified by like notice):

THE COMPANY:

Crown Crafts, Inc.  
P.O. Box 1028  
Gonzales, LA 70707-1028  
Attn: Chief Executive Officer  
Facsimile No.: (225) 647-9112

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WYNNEFIELD:

Wynnefield Capital Management, LLC  
450 Seventh Avenue, Suite 509  
New York, New York 10123  
Attn: Max W. Batzer  
Facsimile No.: (212) 760-0824

(g) From and after the Termination Date or earlier termination of this Agreement in accordance with the terms hereof, the covenants of the parties set forth herein shall be of no further force or effect, and the parties shall be under no further obligation with respect thereto.

(h) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia applicable to contracts made and to be performed therein.

(i) This Agreement shall become effective as of the day first above written.

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IN WITNESS WHEREOF, Wynnefield and the Company have caused this Agreement to be duly executed by their respective officers, each of whom is duly authorized, all as of the day and year first above written.

CROWN CRAFTS, INC.

By:/s/ E. Randall Chestnut

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Name: E. Randall Chestnut

Title: President and CEO

WYNNEFIELD CAPITAL  
MANAGEMENT, LLC

By:/s/ Nelson Obus

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Name: Nelson Obus

Title: President

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