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

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): July 27, 2010**

**Crown Crafts, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other Jurisdiction of  
Incorporation)

**1-7604**

(Commission File Number)

**58-0678148**

(IRS Employer Identification No.)

**916 South Burnside Avenue, Gonzales, LA**

(Address of Principal Executive Offices)

**70737**

(Zip Code)

Registrant's telephone number, including area code: **(225) 647-9100**

(Former name or former 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:

- ☐ 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))
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Item 1.01. Entry into a Material Definitive Agreement.

The information set forth in Item 3.03 related to the Fourth Amendment (as defined therein) is incorporated herein by reference.

Item 1.02. Termination of a Material Definitive Agreement.

The information set forth in Item 3.03 related to the Fourth Amendment is incorporated herein by reference.

Item 3.03. Material Modification to Rights of Security Holders.

The Company and Computershare Trust Company, N.A., as Rights Agent (the “Rights Agent”), have executed Amendment No. 4 (the “Fourth Amendment”), dated as of July 27, 2010, to that certain Amended and Restated Rights Agreement dated as of August 6, 2003 between the Company and the Rights Agent, as amended by that certain Amendment No. 1 to Amended and Restated Rights Agreement dated as of July 12, 2006, that certain Amendment No. 2 to Amended and Restated Rights Agreement dated as of August 30, 2006 and that certain Amendment No. 3 to Amended and Restated Rights Agreement dated as of April 14, 2009 (as so amended, the “Rights Agreement”), regarding the Company’s common stock purchase rights (the “Rights”).

The Fourth Amendment accelerates the Final Expiration Date (as defined in the Rights Agreement) from March 31, 2014 to July 31, 2010. The Fourth Amendment will have the effect of causing the Rights Agreement and the Rights to terminate on July 31, 2010.

The description contained herein of the Fourth Amendment is qualified in its entirety by reference to the terms of such document, which is attached hereto as an exhibit and incorporated herein by this reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

4.1 Amendment No. 4 to Amended and Restated Rights Agreement dated as of July 27, 2010 between the Company and Computershare Trust Company, N.A.

99.1 Press Release dated July 27, 2010.

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Company has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

CROWN CRAFTS, INC.

By: /s/ E. Randall Chestnut  
E. Randall Chestnut,  
President and Chief Executive Officer

Dated: July 27, 2010

## **EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Exhibit</u>
4.1	Amendment No. 4 to Amended and Restated Rights Agreement dated as of July 27, 2010 between the Company and Computershare Trust Company, N.A.
99.1	Press Release dated July 27, 2010.

**AMENDMENT NO. 4 TO AMENDED AND  
RESTATED RIGHTS AGREEMENT**

**THIS AMENDMENT NO. 4 TO AMENDED AND RESTATED RIGHTS AGREEMENT** (the “Amendment”), is entered into as of the 27th day of July, 2010, by and between **CROWN CRAFTS, INC.**, a Delaware corporation (the “Company”), and **COMPUTERSHARE TRUST COMPANY, N.A.** (successor Rights Agent to Computershare Investor Services, LLC) (the “Rights Agent”).

**W I T N E S S E T H:**

**WHEREAS**, the Company and the Rights Agent entered into that certain Amended and Restated Rights Agreement dated as of August 6, 2003, as amended by that certain Amendment No. 1 to Amended and Restated Rights Agreement dated as of July 12, 2006, that certain Amendment No. 2 to Amended and Restated Rights Agreement dated as of August 30, 2006 and that certain Amendment No. 3 to Amended and Restated Rights Agreement dated as of April 14, 2009 (as so amended, the “Rights Agreement”);

**WHEREAS**, Section 27 of the Rights Agreement permits the amendment of the Rights Agreement by the Board of Directors of the Company (the “Board”); and

**WHEREAS**, pursuant to a resolution duly adopted, the Board authorized the amendment of the Rights Agreement as provided herein;

**NOW, THEREFORE**, the Company and the Rights Agent agree as follows:

**1. Amendment of Section 7(a).** Section 7(a) of the Rights Agreement is hereby amended by deleting the reference therein to “March 31, 2014” and substituting therefor “July 31, 2010”. As a result of the foregoing, all references in the Rights Agreement to the “Final Expiration Date” shall refer to July 31, 2010.

**2. Amendment of Exhibits A and B to the Rights Agreement.** Exhibits A and B to the Rights Agreement are hereby amended by deleting each reference therein to “March 31, 2014” and substituting therefor “July 31, 2010”.

**3. Effectiveness.** This Amendment shall be effective as of the date first written above, as if executed on such date by all parties hereto.

**4. Entire Agreement; Severability.** This Amendment (together with the Rights Agreement) contains the entire agreement among the parties hereto relating to the matters provided herein, and no representations, promises or agreements, oral or otherwise, not expressly contained or incorporated by reference herein or therein shall be binding on the parties hereto. The provisions of this Amendment are severable and the invalidity of one or more of the provisions herein shall not have any effect upon the validity or enforceability of any other provision hereof.

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**5. Governing Law.** This Amendment shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without giving effect to any principles of conflict of laws.

**6. Counterparts.** This Amendment may be executed and delivered (including delivery electronically or by facsimile) in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

[Signature page follows.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

**CROWN CRAFTS, INC.**

By: /s/ E. Randall Chestnut  
E. Randall Chestnut  
President and Chief Executive Officer

**COMPUTERSHARE TRUST COMPANY,  
N.A., as Rights Agent**

By: /s/ Kellie Gwinn  
Name: Kellie Gwinn  
Title: Vice President



*Crown Crafts, Inc.*

**July 27, 2010**

**CROWN CRAFTS BOARD APPROVES EARLY TERMINATION OF SHAREHOLDER RIGHTS PLAN**

Gonzales, Louisiana – Crown Crafts, Inc. (the “Company”) (NASDAQ-CM: CRWS) announced today that its Board of Directors has voted unanimously to terminate the Company’s shareholder rights plan. The Board’s action will accelerate the expiration of the plan, which had been set to expire on March 31, 2014.

“The Company’s Board of Directors has always taken seriously its fiduciary duties to protect the long-term interests of all shareholders. So, in April 2009, when the Company’s shares were trading at approximately \$1.90 per share and macroeconomic conditions were extremely volatile, the Board determined that action was appropriate to protect its shareholders. The Board extended the shareholder rights plan at that time with the full knowledge that it would regularly evaluate the plan as the Company’s valuation and the broader markets recovered,” said E. Randall Chestnut, Chairman, President and Chief Executive Officer. “With the current price at \$4.00 per share as of the close of trading on July 26, 2010 and an aggressive five-year growth strategy in place to fully leverage the various growth opportunities becoming available in today’s more stable marketplace, the Board, in its diligent effort to act according to the best interests of all shareholders, has decided that this plan is no longer necessary.”

“The Board takes great pride in its track record of responsibly serving the best interests of Crown Crafts shareholders, as well as its commitment to strong corporate governance policies and practices,” said Zenon S. Nie, the Company’s independent Lead Director. “Today’s action is further evidence of the Board’s vigilant efforts to ensure the long-term value of Crown Crafts for all of its shareholders.”

*916 S. Burnside Avenue \* PO Box 1028 \* Gonzales, LA 70707-1028 \* (225) 647-9100 \* Fax (225) 647-9104*

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**About Crown Crafts, Inc.**

Crown Crafts, Inc. designs, markets and distributes infant, toddler and juvenile consumer products, including crib and toddler bedding; blankets; nursery accessories; room décor; burp cloths; bathing accessories; reusable and disposable bibs; and disposable placemats, floor mats, toilet seat covers and changing mats. The Company's operating subsidiaries include Hamco, Inc. in Louisiana and Crown Crafts Infant Products, Inc. in California. Crown Crafts is America's largest producer of infant bedding, bibs and bath items. The Company's products include licensed and branded collections as well as exclusive private label programs for certain of its customers. [www.crowncrafts.com](http://www.crowncrafts.com).

**Contact:**

Investor Relations Department (225) 647-9146

or

Halliburton Investor Relations (972) 458-8000

**Forward-Looking Statements**

*The foregoing contains forward-looking statements within the meaning of the Securities Act of 1933, the Securities Exchange Act of 1934 and the Private Securities Litigation Reform Act of 1995. Such statements are based upon management's current expectations, projections, estimates and assumptions. Words such as "expects," "believes," "anticipates" and variations of such words and similar expressions identify such forward-looking statements. Forward-looking statements involve known and unknown risks and uncertainties that may cause future results to differ materially from those suggested by the forward-looking statements. These risks include, among others, general economic conditions, including changes in interest rates, in the overall level of consumer spending and in the price of oil, cotton and other raw materials used in the Company's products, changing competition, changes in the retail environment, the level and pricing of future orders from the Company's customers, the extent to which the Company's business is concentrated in a small number of customers, the Company's dependence upon third-party suppliers, including some located in foreign countries, customer acceptance of both new designs and newly-introduced product lines, actions of competitors that may impact the Company's business, disruptions to transportation systems or shipping lanes used by the Company or its suppliers, and the Company's dependence upon licenses from third parties. Reference is also made to the Company's periodic filings with the Securities and Exchange Commission for additional factors that may impact the Company's results of operations and financial condition. The Company does not undertake to update the forward-looking statements contained herein to conform to actual results or changes in our expectations, whether as a result of new information, future events or otherwise.*