FORM 10-Q

SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

(X) QUARTERLY REPORT UNDER SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended December 29, 2002

( ) TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from_____to_____

Commission File No. 1-7604

CROWN CRAFTS, INC

(Exact name of registrant as specified in its charter)

Georgia	58-0678148
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

916 South Burnside Avenue, Gonzales, Louisiana 70737
(Address of principal executive offices)

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

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes X No
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The number of shares of common stock, $1.00 par value, of the Registrant outstanding as of December 29, 2002 was 9,421,437.

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CROWN CRAFTS, INC. AND SUBSIDIARIES

PART 1 - FINANCIAL INFORMATION
ITEM 1 -CONSOLIDATED FINANCIAL STATEMENTS

CONSOLIDATED BALANCE SHEETS
December 29, 2002 and March 31, 2002

<TABLE>
<CAPTION>

Dollar amounts in thousands	December 29 2002 (unaudited)	March31, 2002 *
<S>	<C>	<C>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 235	$ 388
Accounts receivable (net of allowances of $3,422 at December 29, 2002 and $1,841 at March 31, 2002):		
Due from factor	7,936	11,549
Other	1,050	983

Inventories, net	17,420	16,451
Income tax receivable	-	1,820
Other current assets	2,363	2,466
Total current assets	29,004	33,657
PROPERTY, PLANT AND EQUIPMENT -AT COST:		
Land, buildings and improvements	1,895	2,863
Machinery and equipment	3,568	3,915
Furniture and fixtures	679	617
	6,142	7,395
Less accumulated depreciation	3,788	4,065
Property, plant and equipment - net	2,354	3,330
OTHER ASSETS:		
Goodwill (net of amortization of $6,261 at December 29, 2002 and March 31, 2002)	22,974	23,034
Other	91	179
TOTAL OTHER ASSETS	23,065	23,213
TOTAL ASSETS	$ 54,423	$ 60,200

</TABLE>

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* The Consolidated Balance Sheet at March 31, 2002 has been taken from the audited balance sheet at that date.

See notes to unaudited interim consolidated financial statements.

Crown Crafts,Inc. and Subsidiaries

CONSOLIDATED BALANCE SHEETS

December 29, 2002 (unaudited) and March 31, 2002

<TABLE>
<CAPTION>

Dollar amounts in thousands	December 29, 2002	March 31, 2002
<S>	<C>	<C>
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 4,057	$ 3,695
Accrued wages and benefits	1,020	1,459
Accrued royalties	1,277	1,015
Other accrued liabilities	1,244	1,421
Current maturities of long-term debt	3,013	3,000
Total current liabilities	10,611	10,590
NON-CURRENT LIABILITIES:		
Long-term debt	30,609	36,773
Deferred income taxes	24	24
Total non-current liabilities	30,633	36,797
COMMITMENTS AND CONTINGENCIES		
SHAREHOLDERS' EQUITY:		
Common stock - par value $1.00 per share, 50,000,000 shares authorized Outstanding: 9,421,437 at December 29, 2002 and March 31, 2002	9,421	9,421
Additional paid-in capital	28,857	28,857
Accumulated deficit	(25,080)	(25,475)
Cumulative currency translation adjustment	(19)	10
Total shareholders' equity	13,179	12,813
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 54,423	$ 60,200

</TABLE>

See notes to unaudited interim consolidated financial statements.

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Crown Crafts, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME

For The Three- and Nine-Month Periods Ended December 29, 2002 and December 30, 2001

(UNAUDITED)

<TABLE>
<CAPTION>

Amounts in thousands, except per share amounts	THREE MONTHS ENDED December 29, 2002	December 30, 2001	NINE MONTHS ENDED December 29, 2002	December 30, 2001
<S>	<C>	<C>	<C>	<C>
Net sales	$ 21,636	$ 23,869	$ 67,962	$ 93,906
Cost of products sold	17,023	18,628	52,963	73,407
Gross profit	4,613	5,241	14,999	20,499
Marketing and administrative expenses	2,843	3,784	9,458	16,511
Gain on disposition of assets	-	(4)	-	(4)
Restructuring charge	1,775	-	1,775	-
Income (loss) from operations	(5)	1,461	3,766	3,992
Other income (expense):				
Interest expense	(1,122)	(1,360)	(3,479)	(5,740)
Gain on extinguishment of debt	-	-	-	25,008
Other - net	302	514	378	1,653
Income (loss) before income taxes	(825)	615	665	24,913
Income tax (benefit) expense	166	(121)	270	(83)
Net income (loss)	(991)	736	395	24,996
Other comprehensive income (loss), net of tax:				
Foreign currency translation adjustment	2	55	(29)	137
Comprehensive income (loss)	$ (989)	$ 791	$ 366	$ 25,133
Basic income (loss) per share	$ (0.11)	$ 0.08	$ 0.04	$ 2.75
Diluted income (loss) per share	$ (0.11)	$ 0.03	$ 0.02	$ 0.94
Weighted average shares outstanding - basic	9,421	9,421	9,421	9,083
Weighted average shares outstanding - diluted	9,421	26,917	21,645	26,551

</TABLE>

See notes to unaudited interim consolidated financial statements.

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Crown Crafts, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF CASH FLOWS

For the Nine-Month Periods Ended December 29, 2002 and December 30, 2001

(UNAUDITED)

<TABLE>
<CAPTION>

Amounts in thousands	December 29, 2002	December 30, 2001
<S>	<C>	<C>
OPERATING ACTIVITIES:		
Net income	$ 395	$ 24,996
Adjustments to reconcile net income to net cash		

provided by operating activities:		
Gain on debt refinancing	-	(25,008)
Depreciation of property, plant and equipment	576	661
Amortization of goodwill	-	790
Gain on sale of property, plant, and equipment	-	(4)
Restructuring charge	1,775	-
Changes in assets and liabilities		
Accounts receivable	3,546	7,801
Inventories, net	(1,572)	1,096
Income tax receivable	1,820	-
Other current assets	103	468
Other assets	88	310
Accounts payable	362	(3,174)
Accrued liabilities	(792)	(2,575)
Other long term liabilities	-	(745)
Liabilities assumed by purchaser of adult bedding	-	3,372
Assets held for sale	-	73
NET CASH PROVIDED BY OPERATING ACTIVITIES	6,301	8,061
INVESTING ACTIVITIES:		
Capital expenditures	(274)	(261)
Proceeds from disposition of assets	-	18,216
Other	(29)	137
NET CASH (USED FOR) PROVIDED BY INVESTING ACTIVITIES	(303)	18,092
FINANCING ACTIVITIES:		
Net change in long term borrowing	(6,151)	(26,880)
Increase in advances from factor	-	299
Issuance of common stock	-	127
NET CASH (USED FOR) FINANCING ACTIVITIES	(6,151)	(26,454)
NET DECREASE IN CASH AND CASH EQUIVALENTS	(153)	(301)
Cash and cash equivalents at beginning of period	388	588
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 235	$ 287
SUPPLEMENTAL CASH FLOW INFORMATION:		
Income taxes (received) paid	$ (1,703)	$ 73
Interest paid	2,649	6,428
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES		
Forgiveness of indebtedness	-	25,008
Issuance of warrants	-	2,381

</TABLE>

See notes to unaudited interim consolidated financial statements.

FORM 10-Q

CROWN CRAFTS, INC. AND SUBSIDIARIES

NOTES TO UNAUDITED INTERIM CONSOLIDATED FINANCIAL STATEMENTS

1. Basis of Presentation: The accompanying unaudited consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America applicable to interim financial information and the rules and regulations of the Securities and Exchange Commission. Accordingly, they do not include all of the information and disclosures required by accounting principles generally accepted in the United States of America for complete financial statements. In the opinion of management, such interim consolidated financial statements contain all adjustments necessary to present fairly the financial position of Crown Crafts, Inc. (the "Company") as of December 29, 2002 and the results of its operations for the three- and nine-month periods ended December 29, 2002 and December 30, 2001 and its cash flows for the nine-month periods ended December 29, 2002 and December 30, 2001. Such adjustments include normal recurring accruals and a pro rata portion of certain

estimated annual expenses. Operating results for the three- and nine-month periods ended December 29, 2002 are not necessarily indicative of the results that may be expected for the year ending March 30, 2003. For further information, refer to the consolidated financial statements and footnotes thereto included in the annual report on Form 10-K for the year ended March 31, 2002 of the Company.

Use of Estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Recently Issued Accounting Standards: In July 2001, the Financial Accounting Standards Board ("FASB") issued SFAS 141, Business Combinations, and SFAS 142, Goodwill and Other Intangible Assets. SFAS 141 requires business combinations initiated after June 30, 2001 to be accounted for using the purchase method of accounting and eliminates the use of the pooling-of-interests method. The application of SFAS 141 did not affect any of the Company's previously reported amounts included in goodwill or other intangible assets. SFAS 142 requires that the amortization of goodwill cease prospectively upon adoption and instead, the carrying value of goodwill be evaluated using an impairment approach. Identifiable intangible assets will continue to be amortized over their useful lives and reviewed for impairment in accordance with SFAS 121, Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of. SFAS 142 is effective for fiscal years beginning after December 15, 2001, and was implemented by the Company on April 1, 2002. Beginning in fiscal 2003, the Company discontinued amortizing goodwill but continued to amortize other long-lived intangible assets. The Company has performed a transitional fair value based impairment test on its goodwill in accordance with SFAS 142 and has determined that the fair value exceeded the recorded value at April 1, 2002. Following is a reconciliation of previously reported net income and basic and diluted net income per share to the amounts that would have been reported if SFAS 142 had been effective as of April 2, 2001 and the amortization of goodwill had been discontinued as of that date.

<TABLE>
<CAPTION>

	THREE MONTHS ENDED		NINE MONTHS ENDED	
	December 29, 2002	December 30, 2001	December 29, 2002	December 30, 2001
<S>	<C>	<C>	<C>	<C>
Reported net income (loss)	$ (991)	$ 736	$ 395	$ 24,996
Goodwill amortization	-	263	-	790
Adjusted net income (loss)	$ (991)	$ 999	$ 395	$ 25,786
Basic income (loss) per share:				
Reported net income (loss)	$ (0.11)	$ 0.08	$ 0.04	$ 2.75
Goodwill amortization	-	0.03	-	0.09
Adjusted net income (loss)	$ (0.11)	$ 0.11	$ 0.04	$ 2.84
Diluted income (loss) per share:				
Reported net income (loss)	$ (0.11)	$ 0.03	$ 0.02	$ 0.94
Goodwill amortization	-	0.01	-	0.03
Adjusted net income (loss)	$ (0.11)	$ 0.04	$ 0.02	$ 0.97

</TABLE>

In August 2001, the FASB issued SFAS 144, Accounting for the Impairment or Disposal of Long-Lived Assets. Although SFAS 144 supersedes SFAS 121, Accounting for the Impairment of Long-Lived Assets and for

Long-Lived Assets to be Disposed Of, it retains most of the concepts of that standard, except that it eliminates the requirement that goodwill be allocated to long-lived assets for impairment testing purposes and it requires that a long-lived asset to be abandoned or exchanged for a similar asset be considered held and used until it is disposed of (i.e., the depreciable life should be revised until the asset is actually abandoned or exchanged). Also, SFAS 144 includes the basic provisions of Accounting Principles Board ("APB") Opinion No. 30, Reporting the Results of Operations - Reporting the Effects of Disposal of a Segment of a Business, and Extraordinary, Unusual and Infrequently Occurring Events and Transactions, for presentation of discontinued operations in the income statement but broadens that presentation to include a component of an entity rather than a segment of a business, where that component can be clearly distinguished from the rest of the entity. SFAS 144 is effective for fiscal years beginning after December 15, 2001 and was implemented by the Company on April 1, 2002. The adoption of SFAS 144 did not have a significant effect on the Company's financial statements on the date of adoption.

In April 2002, the FASB issued SFAS 145, Rescission of FASB Statements No. 4, 44, and 64, Amendment of FASB Statement No. 13, and Technical Corrections. SFAS 145 provides, among other things, that gains on the extinguishments of debt will generally no longer be classified as extraordinary items in the statements of operations. It also provides that gains on extinguishments be reclassified in prior years financial statements presented for comparative purposes. SFAS 145 is effective for fiscal years beginning after May 15, 2002 with earlier adoption encouraged. The Company adopted SFAS 145 effective July 1, 2002. The adoption of SFAS 145 required that a gain on debt refinancing of $25 million realized in the second quarter of fiscal 2002 be reclassified into income before extraordinary items.

In July 2002, the FASB issued SFAS 146, Accounting for Costs Associated with Exit or Disposal Activities, which is effective for fiscal years after December 31, 2002. SFAS 146 requires companies to recognize costs associated with restructurings, discontinued operations, plant closings, or other exit or disposal activities, when incurred rather than at the date a plan is committed to. The Company is presently reviewing this statement and plans to adopt it as of its effective date and will implement its provisions on a prospective basis. The Company does not expect the adoption to have a material impact on its consolidated financial statements.

In December 2002, the FASB issued SFAS 148, Accounting for Stock-Based Compensation - Transition and Disclosure, an amendment of FASB Statement No. 123. SFAS 148 amends FASB 123 to provide alternative methods of transition for a voluntary change to the fair value based method of accounting for stock-based employee compensation. In addition, FASB 148 amends the disclosure requirements of FASB 123 to require prominent disclosures in both annual and interim financial statements about the method of accounting for stock-based employee compensation and the effect of the method used on reported results. SFAS 148 is effective for the Company's fiscal period ending March 30, 2003 and management is in the process of evaluating this new standard.

Reclassifications: Certain prior period financial statement balances have been reclassified to conform to the current period's presentation.

2. Segment and Related Information: In 1999, the Company adopted SFAS 131, Disclosures about Segments of an Enterprise and Related Information. At the date of adoption, the Company's principal segments included adult home furnishing and juvenile products, consisting of bedroom and bath products (adult comforters, sheets and towels), throws and juvenile products (primarily Pillow Buddies(R)). An additional segment was infant products, consisting of infant bedding, bibs, and infant soft goods. Following the sale of the Adult Bedding and Bath business as of July 23, 2001 as described in Note 4 below, the Company is primarily in the infant and juvenile products business.

Financial information attributable to the Company's business segments for the three- and nine-month periods ended December 29, 2002 and December 30, 2001 was as follows (in thousands):

<TABLE>
<CAPTION>

Net Sales:	THREE MONTHS ENDED December 29, 2002	THREE MONTHS ENDED December 30, 2001	NINE MONTHS ENDED December 29, 2002	NINE MONTHS ENDED December 30, 2001
<S>	<C>	<C>	<C>	<C>
Adult home furnishing products	$ 871	$ 996	$ 2,119	$ 23,624
Infant & juvenile products	20,765	22,873	65,843	70,282
Total	$ 21,636	$ 23,869	$ 67,962	$ 93,906

</TABLE>

<TABLE>
<CAPTION>

Operating income (loss):	THREE MONTHS ENDED December 29, 2002	THREE MONTHS ENDED December 30, 2001	NINE MONTHS ENDED December 29, 2002	NINE MONTHS ENDED December 30, 2001
<S>	<C>	<C>	<C>	<C>
Adult home furnishing products	$ 54	$ (864)	$ (23)	$ (2,285)
Infant & juvenile products	(59)	2,325	3,788	6,277
Total	$ (5)	$ 1,461	$ 3,766	$ 3,992

</TABLE>

Net sales by individual product groups within these business segments were as follows (in thousands):

<TABLE>
<CAPTION>

	THREE MONTHS ENDED December 29, 2002	THREE MONTHS ENDED December 30, 2001	NINE MONTHS ENDED December 29, 2002	NINE MONTHS ENDED December 30, 2001
<S>	<C>	<C>	<C>	<C>
Bedroom products	$ -	$ -	$ -	$ 19,937
Throws and decorative home accessories	871	944	2,119	2,594
Infant and juvenile products	20,765	22,925	65,843	71,375
Total	$ 21,636	$ 23,869	$ 67,962	$ 93,906

</TABLE>

3. Inventory: Major classes of inventory were as follows (in thousands):

<TABLE>
<CAPTION>

	December 29, 2002	March 31, 2002
<S>	<C>	<C>
Raw materials	$ 3,605	$ 4,567
Work in process	757	1,280
Finished goods	13,058	10,604
	$ 17,420	$ 16,451

</TABLE>

Inventory is net of reserves for inventories classified as irregular or discontinued of $2.1 million and $2.2 million at December 29, 2002 and March 31, 2002, respectively.

4. Discontinuance of Certain Businesses: During the quarter ended July 1, 2001, the Company sold property, plant and equipment (primarily at Timberlake, North Carolina) with net proceeds of $9.2 million and a gain on sale of $802,000. The net proceeds were used to reduce debt.

As part of the plan to reduce debt and restore profitability, the Company made a decision to exit the Adult Bedding and Bath Business, and its net assets related to that business of $12.4 million were sold effective July 23, 2001. Proceeds of the sale were $8.5 million cash plus the assumption of liabilities of $3.4 million as well as the assumption of certain contingent liabilities. Cash from the sale was used to reduce debt. The sale included inventory, buildings, machinery and equipment located at Roxboro, North Carolina as well as various sales offices. The Adult Bedding and Bath Business had annual sales of approximately $24.8 million and $76.5 million in fiscal 2002 and fiscal 2001, respectively, and was included in the adult home furnishing and juvenile products segment. The Adult Bedding and Bath Business includes the remainder of the bedroom products group following the sale of the Wovens division.

5. Restructuring Charge: In December 2002, the Company adopted a formal plan to change its sourcing strategy for certain products and close the Mexican manufacturing facility operated by its majority-owned subsidiary, Burgundy Interamericana ("Burgundy"). This decision was based on extensive research by management which indicated that, due to lower wages and the elimination of the quota on bibs, outsourcing the supply of products currently manufactured by Burgundy to Asian manufacturers was more cost effective and competitive than maintaining existing operations in Mexico. Under the plan, Burgundy will continue to operate through the fourth quarter of fiscal year 2003, at which time the Company will begin to liquidate Burgundy's assets. As a result of the decision, the Company recorded a $1.8 million restructuring charge to operations in the quarter ended December 29, 2002, which consists primarily of a write-down of the property and equipment at the Mexican facility of approximately $800,000, inventory items deemed to be in excess of production requirements of approximately $600,000, an accrual for contractual termination benefits of approximately $300,000 due Burgundy's entire workforce (approximately 130 employees) under the provisions of Mexico's labor regulations and the write-off of goodwill of approximately $60,000. The Company expects to pay approximately 65% of the severance benefits in the first quarter of fiscal year 2004 and the remaining 35% in the second quarter of fiscal year 2004. The Company will continue to charge the ongoing operating costs associated with Burgundy's production in the period in which the costs are incurred. The Company estimates the total cost of liquidation, including costs to be incurred to operate until closure, to be approximately $2.2 million.

6. Financing Arrangements

Factoring Agreement: The Company assigns the majority of its trade accounts receivable to a commercial factor. Under the terms of the factoring agreement, which expires July 2003, the factor remits payments to the Company on the average due date of each group of invoices assigned. If a customer fails to pay the factor upon the due date, the Company is charged interest at prime (4.25% at December 29, 2002) until payment is received. The factor bears credit losses with respect to assigned accounts receivable that are within approved credit limits. The Company bears losses resulting from returns, allowances, claims and discounts.

Notes Payable and Other Credit Facilities: At December 29, 2002 and March 31, 2002, long-term debt consisted of:

<TABLE>
<CAPTION>

	December 29, 2002	March 31, 2002
<S>	<C>	<C>
Promissory notes	$ 35,572	$ 38,000
Floating rate revolving credit facilities	1,148	5,542

Non-interest bearing notes	274	-
Original issue discount	(3,372)	(3,769)
	33,622	39,773
Less current maturities	(3,013)	(3,000)
	$ 30,609	$ 36,773

</TABLE>

On July 23, 2001 the Company completed a refinancing of its debt. The new credit facilities include the following:

Revolving Credit of up to $19 million including a $3 million sub-limit for letters of credit, $14.0 million drawn at closing. The interest rate is prime plus 1.00% (5.25% at December 29, 2002) for base rate borrowings and LIBOR plus 2.75% (4.17% at December 29, 2002) for Euro-dollar borrowings. The maturity date is June 30, 2004. The facility is secured by a first lien on all assets. The balance at December 29, 2002 was $1.1 million. The Company had $10.6 million available at December 29, 2002. As of December 29, 2002, letters of credit of $1.4 million were outstanding against the $3 million sub-limit for letters of credit associated with the $19 million revolving credit facility.

Senior Notes of $14 million with a fixed interest rate of 10% plus additional interest contingent upon cash flow availability of 3%. The maturity date is June 30, 2006 and the notes are secured by a first lien on all assets. A minimum principal payment of $250,000 was paid on April 1, 2002 and minimum principal payments of $500,000 are due at the end of each calendar quarter thereafter. In the event that required debt service exceeds 85% of free cash flow (EBITDA (as hereinafter defined) less capital expenditures and cash taxes paid), the excess of contingent interest and principal amortization over 85% will be deferred until maturity of the Senior Notes in June 2006. Contingent interest plus additional principal payments will be due annually up to 85% of free cash flow. On September 30, 2002, the Company made a payment to the lenders of $1.6 million related to excess cash flow.

Senior Subordinated Notes of $16 million with a fixed interest rate of 10% plus an additional 1.65% payable by delivery of a promissory note due July 23, 2007. The maturity date is July 23, 2007 and the notes are secured by a second lien on all assets. In addition to principal and interest, a payment of $8 million is due on the earliest of (i) maturity of the notes, (ii) prepayment of the notes, or (iii) sale of the Company. The original issue discount of $4.1 million on this non-interest bearing note at a market interest rate of 12% will be amortized over the life of the notes. The remaining balance of $3.4 million is included in the Consolidated Balance Sheet as of December 29, 2002.

The new credit facilities contain covenants regarding minimum levels of Earnings before Interest, Taxes, Depreciation and Amortization ("EBITDA"), maximum total debt to EBITDA, maximum senior debt to EBITDA, minimum EBITDA to cash interest, and minimum shareholders' equity. Certain covenants included in the credit facilities were amended in conjunction with the liquidation of Burgundy, as discussed in Note 5 above, in order to account for the recording of the related restructuring charge. The bank facilities also place restrictions on the amounts the Company may expend on acquisitions and purchases of treasury stock and currently prohibit the payment of dividends.

Future minimum annual maturities are as follows: (in thousands)

<TABLE>
<CAPTION>

FISCAL	REVOLVER	SENIOR NOTES	SUB NOTES	PIK NOTES	TOTAL
<S>	<C>	<C>	<C>	<C>	<C>
2003	-	$ 500	-	-	$ 500
2004	-	3,000	-	-	3,000
2005	$ 1,148	2,000	-	-	3,148
2006	-	2,500	-	-	2,500

2007	-	3,500	-	-	3,500
2008	-	-	$ 24,000*	$ 274	24,274
TOTAL	$ 1,148	$ 11,500	$ 24,000	$ 274	$ 36,922

</TABLE>
.. *Includes $8 million non-interest bearing note issued at an original issue discount of $4.1 million.

As part of the refinancing, the Company issued to the lenders warrants for non-voting common stock that are convertible into common stock equivalent to 65% of the shares of the Company on a fully diluted basis at a price of 11.3 cents per share. The warrants are non-callable and expire in six years. The value of the warrants of $2.4 million using the Black-Scholes option pricing model was credited to additional paid-in capital in the second quarter of fiscal 2002.

ITEM 2 - MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

RESULTS OF OPERATIONS

THREE MONTHS ENDED DECEMBER 29, 2002 COMPARED TO THE THREE MONTHS ENDED DECEMBER 30, 2001

Total net sales for the third quarter of fiscal year 2003 decreased $2.2 million, or 9.4%, to $21.6 million from $23.9 million for the third quarter of fiscal year 2002. Net sales of throws decreased $73,000, or 7.7%, to $871,000, and net sales of infant and juvenile products decreased $2.2 million, or 9.4%, to $20.8 million.

Of the decrease in sales of infant and juvenile products, management estimates that approximately $1.9 million was directly attributable to the West Coast port closure. At the time of the closure, the Company had forty containers in transit. The last of these containers took up to eight weeks to be received. The delivery time experienced during the slowdown averaged approximately 36 days from the Orient to the Company's warehouses compared to an approximate average of 21 to 24 days prior to the slowdown. In addition, the Company experienced slowdowns into December after the port re-opened due to problems in shipping empty containers back to Asia for reloading. This caused the Company's customers to miss selling days, which resulted in fewer reorders for the Company.

During the third quarter of fiscal year 2003, cost of sales increased to 78.7% of net sales from 78% for the same period in fiscal year 2002. The decrease in gross margin is attributable to increases in freight cost due to the West Coast port closure.

Marketing and administrative expenses decreased by $941,000, or 24.9%, in the current year quarter compared to the same quarter in the prior fiscal year and were 13.1% of net sales for the current quarter compared to 15.9% in the corresponding quarter of the prior year. The decrease is a result of the elimination of duplicate positions and office locations. In the quarter ended December 2001, the Atlanta office remained open and overlapping positions existed between the Company's offices in Gonzales, Louisiana and Atlanta, Georgia.

As discussed in Note 5 to the Company's Consolidated Financial Statements, the Company recorded a $1.8 million restructuring charge in the quarter ended December 29, 2002. In December 2002, the Company adopted a formal plan to change its sourcing strategy for certain products and close the Mexican manufacturing facility operated by its majority-owned subsidiary, Burgundy Interamericana ("Burgundy"). This decision was based on extensive research by management which indicated that, due to lower wages and the elimination of the quota on bibs, outsourcing the supply of products currently manufactured by Burgundy to Asian manufacturers was more cost effective and competitive than maintaining existing operations in Mexico. Under the plan, Burgundy

will continue to operate through the fourth quarter of fiscal year 2003, at which time the Company will begin to liquidate Burgundy's assets. As a result of the decision, the Company recorded a $1.8 million restructuring charge to operations in the quarter ended December 29, 2002, which consists primarily of a write-down of the property and equipment at the Mexican facility of approximately $800,000, inventory items deemed to be in excess of production requirements of approximately $600,000, an accrual for contractual termination benefits of approximately $300,000 due Burgundy's entire workforce (approximately 130 employees) under the provisions of Mexico's labor regulations and the write-off of goodwill of approximately $60,000. The Company expects to pay approximately 65% of the severance benefits in the first quarter of fiscal year 2004 and the remaining 35% in the second quarter of fiscal year 2004. The Company will continue to charge the ongoing operating costs associated with Burgundy's production in the period in which the costs are incurred. The Company estimates the total cost of liquidation, including costs to be incurred to operate until closure, to be approximately $2.2 million.

Interest expense for the third quarter of fiscal year 2003 decreased by $238,000 because of a lower average debt balance and reduced interest rates.

Income tax expense includes a provision for alternative minimum taxes of $37,000 and applicable state income taxes of $115,000. For the quarter ended December 30, 2001, the Company recorded an income tax benefit of $121,000 due to the utilization of net operating carryforwards.

NINE MONTHS ENDED DECEMBER 29, 2002 COMPARED TO THE NINE MONTHS ENDED DECEMBER 30, 2001

Total net sales for the nine months ended December 29, 2002 decreased $25.9 million, or 27.6%, to $68.0 million from $93.9 million for the same period in fiscal year 2002. Net sales of bedroom and bath products decreased $19.9 million, or 100%, net sales of throws decreased $475,000, or 18.3%, to $2.1 million, and net sales of infant and juvenile products decreased $5.5 million, or 7.8%, to $65.8 million.

The decrease in sales of bedroom and bath products was the result of the sale of the Adult Bedding division on July 23, 2001. Of the decrease in sales of infant and juvenile products, management estimates that approximately $3 million was due to lost sales resulting from the West Coast port slowdown in September 2002 and the subsequent closure in October 2002 discussed above. The remaining decrease is attributable to lower reorders in ongoing business due to SKU reduction by certain major customers.

During the nine months ended December 29, 2002, cost of sales decreased to 77.9% of net sales from 78.2% for the same period in fiscal year 2002. The decrease relates primarily to changes in product mix as a result of the divestment referenced above.

Marketing and administrative expenses decreased by $7.1 million, or 42.7%, in the current year compared to the same period in the prior fiscal year and were 13.9% of net sales for the current year compared to 17.6% in the corresponding period of the prior year. The decrease is a result of the divestment referenced above as well as the elimination of duplicate positions and locations.

As discussed above and in Note 5 to the Company's Consolidated Financial Statements, the Company recorded a $1.8 million restructuring charge in the quarter ended December 29, 2002.

Interest expense for the nine months ended December 29, 2002 decreased by $2.3 million because of a lower average debt balance and reduced interest rates.

Due to accumulated losses, the income tax provision for the nine months ended December 29, 2002 includes a provision for federal alternative minimum tax of $75,000, along with a provision for state income taxes of $195,000, for a total tax provision of $270,000. For the nine months ended December 30, 2001, the Company recorded an income tax benefit of $83,000.

FINANCIAL POSITION, LIQUIDITY AND CAPITAL RESOURCES

Net cash provided by operating activities was $6.3 million for the nine months ended December 29, 2002 compared to net cash provided by operating activities of $8.1 million for the nine months ended December 30, 2001. Net cash used for investing activities was $303,000 compared to net cash provided by investing activities of $18.1 million in the prior year period. Net cash used for financing activities was $6.2 million compared to net cash used for financing activities of $26.5 million in the prior year period.

The Company's ability to make scheduled payments of principal, to pay the interest on or to refinance its maturing indebtedness, to fund capital expenditures or to comply with its debt covenants will depend upon future performance. The Company's future performance is, to a certain extent, subject to general economic, financial, competitive, legislative, regulatory and other factors beyond its control. Based upon the current level of operations, the Company believes that cash flow from operations together with revolving credit availability will be adequate to meet liquidity needs.

To reduce its exposure to credit losses and to enhance its cash flow, the Company factors the majority of its trade accounts receivable. The Company's factor establishes customer credit lines and accounts for and collects receivable balances. The factor remits payment to the Company on the average due dates of the factored invoices. The factor assumes all responsibility for credit losses on sales within approved credit lines, but may deduct from its remittances to the Company the amounts of customer deductions for returns, allowances, disputes and discounts. The Company's factor at any time may terminate or limit its approval of shipments to a particular customer. If such a termination occurs, the Company may either assume the credit risks for shipments after the date of such termination or cease shipments to such customer.

FORWARD-LOOKING INFORMATION

This Form 10-Q contains forward-looking statements within the meaning of the federal securities law. 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 are intended to 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 anticipated. These risks include, among others, general economic conditions, changing competition, the level and pricing of future orders from the Company's customers, the Company's dependence upon third-party suppliers, including some located in foreign countries with unstable political situations, the Company's ability to successfully implement new information technologies, the Company's ability to integrate its acquisitions and new licenses and the Company's ability to implement improvements in its acquired businesses.

ITEM 3 - QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The Company is exposed to market risk from changes in interest rates on debt, commodity prices and foreign exchange rates. The exposure to interest rate risk relates to its floating rate debt, $1.1 million of which was outstanding at December 29, 2002 compared to $5.5 million at March 31, 2002. Each 1.0 percentage point increase in interest rates would impact annual pretax earnings by $11,000 at the debt level of December 29, 2002 and $55,000 at the debt level of March 31, 2002. The exposure to commodity price risk primarily relates to changes in the price of cotton, which is a principal raw material in a substantial number of the Company's products. The exposure to foreign exchange rates relates to its Mexican manufacturing subsidiary. During the fiscal year ended March 31, 2002, this subsidiary manufactured products for the Company with a value of approximately $3.9 million. The Company's investment in the subsidiary was approximately $2.6 million at March 31, 2002. In December 2002, the Company adopted a formal plan to liquidate this facility.

ITEM 4 - CONTROLS AND PROCEDURES

The Company's Chief Executive Officer and Chief Financial Officer have evaluated the effectiveness of the Company's disclosure controls and procedures (as such term is defined in Rules 13a-14(c) and 15d-14(c) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"). Based on such evaluation, such officers have concluded that, as of the Evaluation Date, the Company's disclosure controls and procedures are effective in alerting them on a timely basis to material information relating to the Company (including its consolidated subsidiaries) required to be included in the Company's periodic filings under the Exchange Act.

Since the Evaluation Date, there have not been any significant changes in the Company's internal controls or in other factors that could significantly affect such controls.

PART II - OTHER INFORMATION

Item 1 - Legal Proceedings

From time to time, the Company is involved in various legal proceedings relating to claims arising in the ordinary course of its business. Neither the Company nor any of its subsidiaries is a party to any such legal proceeding the outcome of which, individually or in the aggregate, is expected to have a material adverse effect on the Company's financial condition or results of operations.

Item 2 - Changes in Securities

None

Item 3 - Defaults Upon Senior Securities

None

Item 4 - Submission of Matters to a Vote of Security Holders

None

Item 5 - Other Information

None

Item 6 - Exhibits and Reports on Form 8-K

(a) Exhibits

10.1 Second Amendment to Subordinated Note and Warrant Purchase Agreement dated as of February 10, 2003, by and among the Company, Banc of America Strategic Solutions, Inc. (assignee of Bank of America, N.A.), The Prudential Insurance Company of America and Wachovia Bank, National Association (successor by merger to Wachovia Bank, N.A.)

10.2 Third Amendment to Credit Agreement dated as of February 10, 2003 by and among the Company, Churchill Weavers, Inc., Hamco, Inc., Crown Crafts Infant Products, Inc., Wachovia Bank, National Association (successor by merger to Wachovia Bank, N.A.), as Agent, and Wachovia Bank, National Association (successor by merger to Wachovia Bank, N.A.), Banc of America Strategic Solutions, Inc. (assignee of Bank of America, N.A.) and The Prudential Insurance Company of America, as Lenders

99.1 Certification of the Company's Chief Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

99.2 Certification of the Company's Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

(b) Reports on Form 8-K

None

SIGNATURES

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

CROWN CRAFTS, INC.

Date: February 12, 2003 /s/ Amy Vidrine Samson

AMY VIDRINE SAMSON
Chief Financial Officer
(duly authorized signatory and
Principal Financial and Accounting
Officer)

I, E. Randall Chestnut, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Crown Crafts, Inc.;

2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and we have:

   (a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

   (b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and

   (c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

   (a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

   (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officers and I have indicated in this quarterly report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: February 12, 2003

/s/ E. Randall Chestnut

E. Randall Chestnut
Chairman of the Board, President & Chief Executive Officer

I, Amy Vidrine Samson, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Crown Crafts,

Inc.;

2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and we have:

   (a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

   (b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and

   (c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

   (a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

   (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officers and I have indicated in this quarterly report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: February 12, 2003

/s/ Amy Vidrine Samson

Amy Vidrine Samson
Vice President & Chief Financial Officer

INDEX TO EXHIBITS
<TABLE>
<CAPTION>
EXHIBIT
NUMBER DESCRIPTION
- ------ -----------
<S> <C>
10.1 Second Amendment to Subordinated Note and Warrant Purchase

	Agreement dated as of February 10, 2003, by and among the Company, Banc of America Strategic Solutions, Inc. (assignee of Bank of America, N.A.), The Prudential Insurance Company of America and Wachovia Bank, National Association (successor by merger to Wachovia Bank, N.A.)
10.2	Third Amendment to Credit Agreement dated as of February 10, 2003 by and among the Company, Churchill Weavers, Inc., Hamco, Inc., Crown Crafts Infant Products, Inc., Wachovia Bank, National Association (successor by merger to Wachovia Bank, N.A.), as Agent, and Wachovia Bank, National Association (successor by merger to Wachovia Bank, N.A.), Banc of America Strategic Solutions, Inc. (assignee of Bank of America, N.A.) and The Prudential Insurance Company of America, as Lenders
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</TABLE>

EXHIBIT 10.1

SECOND AMENDMENT
OF
SUBORDINATED NOTE AND WARRANT PURCHASE AGREEMENT

This Second Amendment, dated effective as of February 10, 2003, by and among CROWN CRAFTS, INC. (the "Company"), and BANC OF AMERICA STRATEGIC SOLUTIONS, INC. (assignee of Bank of America, N.A.), THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, and WACHOVIA BANK, NATIONAL ASSOCIATION (successor by merger to Wachovia Bank, N.A.) (collectively, the "Purchasers").

WHEREAS, the parties hereto have executed and delivered that certain Subordinated Note and Warrant Purchase Agreement dated as of July 23, 2001, as amended by First Amendment of Subordinated Note and Warrant Purchase Agreement dated as of September 28, 2001 (as so amended, the "PURCHASE AGREEMENT");

WHEREAS, the Company has requested a modification of, among other things, the covenants under the Purchase Agreement;

WHEREAS, the Purchasers are willing to enter into this Amendment subject to the satisfaction of conditions and terms set forth herein;

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Purchase Agreement; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. AMENDMENTS TO PURCHASE AGREEMENT.

lA. SECTION 1.01 OF THE PURCHASE AGREEMENT. Section 1.01 of the Purchase Agreement is amended by deleting the definitions of the following terms in their entirety and substituting the following definitions therefor:

"CONSOLIDATED AVAILABLE FREE CASH FLOW" means, for each Annual Period, an amount equal to 85% of Consolidated Free Cash Flow for such Annual Period.

"CONSOLIDATED EBITDA" shall mean the sum of the following, calculated on a consolidated basis in accordance with GAAP for the Company and its Consolidated Subsidiaries, for the relevant fiscal period: (i) Consolidated Net Income; plus (ii) depreciation and amortization expenses; plus (iii) Consolidated Interest Expense; plus (iv) income tax expense included in Consolidated Net Income; plus (v) for the following Fiscal Quarters only, a before-tax reserve related to the closing of the operations of Burgundy Interamericana SA de CV, not exceeding the following amounts for the following Fiscal Quarters (1) for the Fiscal Quarter ending December 29, 2002, $1,775,000, (2) for the Fiscal Quarter ending March 30, 2003, $225,000 and (3) for the Fiscal Quarter ending June 29, 2003, $275,000.

lB. SECTION 8.01(a) OF THE PURCHASE AGREEMENT. Section 8.01(a) of the Purchase Agreement is amended by deleting it in its entirety and substituting the following therefor:

(a) Minimum EBITDA. Consolidated EBITDA shall not be less than, for each Fiscal Quarter set forth below and the 3 immediately preceding Fiscal Quarters, the amount set forth below corresponding to such Fiscal Quarter:

<TABLE>
<CAPTION>

FISCAL QUARTER ENDING	MINIMUM EBITDA
<S>	<C>
December 29, 2002 through March 30, 2004	$ 6,885,000

June 29, 2004 and each Fiscal Quarter thereafter	An amount to be agreed upon in writing by the parties, not to exceed $8,725,000 (which amount shall be applicable if no other amount has been agreed upon in writing)

</TABLE>

lC. SECTION 8.01(b) OF THE PURCHASE AGREEMENT. Section 8.01(b) of the Purchase Agreement is amended by deleting it in its entirety and substituting the following therefor:

(b) Debt/EBITDA Ratio. The Debt/EBITDA Ratio will not exceed, at the end of each Fiscal Quarter set forth below, calculated as to Debt as of such Fiscal Quarter and calculated as to Consolidated EBITDA for such Fiscal Quarter and the 3 immediately preceding Fiscal Quarters, the ratio set forth below corresponding to such Fiscal Quarter:

<TABLE>
<CAPTION>

FISCAL QUARTER ENDING	MAXIMUM DEBT/EBITDA RATIO
<S>	<C>
December 29, 2002 through March 30, 2004	4.75 to 1.0
June 29, 2004 and each Fiscal Quarter thereafter	A ratio to be agreed upon in writing by the parties, not to exceed 3.00 to 1.0 (which ratio shall be applicable if no other ratio has been agreed upon in writing)

</TABLE>

2. Consent to Discontinuance of Operations and Disposition of Assets. The Company has informed the Purchasers that they desire to discontinue the operations of Burgundy Interamericana SA de CV and dispose of the assets thereof, having a net book value of approximately $1,015,835 and a resale value of approximately $343,483. Pursuant to the provisions of Section 7.02(b) of the Purchase Agreement, the Purchasers hereby consent to such discontinuance and also to the sale of such assets, and acknowledge and agree that the foregoing shall not be deemed to be an Event of Default; provided that the aggregate gross sales price thereof is not less than $300,000.

3. CONDITIONS OF EFFECTIVENESS. This Amendment shall be effective as of February 10, 2003 (the "EFFECTIVE DATE"), upon the satisfaction of the following conditions:

(a) the Purchasers shall have received executed originals of this Amendment and the Third Amendment, satisfactory to the Required Holders in all respects, to the Credit Agreement, dated as of July 23, 2001, among the Company, Churchill Weavers, Inc., Hamco, Inc. and Crown Crafts Infant Products, Inc., as borrowers, Wachovia Bank, National Association (successor by merger to Wachovia Bank, N.A.), as agent, and Wachovia Bank, National Association (successor by merger to Wachovia Bank, N.A.), Banc of America Strategic Solutions, Inc. (assignee of Bank of America, N.A.) and The Prudential Insurance Company of America, as lenders, each agreement being dated the Effective Date, in form and substance satisfactory to the Purchasers.

(b) The Company shall have paid all costs and expenses (including attorney's fees and expenses) incurred by any Purchaser through the Effective Date, pursuant to statements submitted to the Company (which statements may include estimates of time and expenses to be incurred on and after the dates of posting of actual time and expenses set forth therein, which estimated amounts shall be subject to subsequent adjustment to reflect actual time and expenses subsequently posted).

(c) The representations and warranties contained herein shall be true on and as of the date hereof; there shall exist on the date hereof, after giving effect to this Amendment, no Event of Default or Default; there shall exist no material adverse change in the business, properties, prospects, operations or condition, financial or otherwise, of the Company or its Subsidiaries since March 31, 2002 other than (i) the discontinuance of the operations of Burgundy Interamericana SA de CV, as set forth in Paragraph 2 hereof, or (ii) as reported by the Company in its quarterly reports on Form 10-Q filed with the Securities and Exchange Commission for quarterly periods subsequent to March 31, 2002; and the Company shall have delivered to the Purchasers a certificate signed by a senior officer of the Company to such effect.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) The Company hereby restates and renews each of the representations and warranties made by it in the Purchase Agreement, as amended hereby, as though made on and as of the date hereof, with each reference therein to "this

Agreement", "hereof', "hereunder", "thereof', "thereunder" and words of like import being deemed to be a reference to the Purchase Agreement as amended hereby.

(b) The Company further represents and warrants as follows:

(i) The execution, delivery and performance by the Company of this Amendment are within its corporate powers, have been duly authorized by all necessary corporate action and do not contravene (A) its charter or by-laws, (B) law or (C) any legal or contractual restriction binding on or affecting the Company; and such execution, delivery and performance do not or will not result in or require the creation of any Lien upon or with respect to any of the properties of the Company or any of its Subsidiaries.

(ii) No governmental approval is required for the due execution, delivery and performance by the Company of this Amendment, except for such governmental approvals as have been duly obtained or made and which are in full force and effect on the date hereof and not subject to appeal.

(iii) Each of this Amendment and the Notes constitutes the legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms.

(iv) There are no pending or threatened actions, suits or proceedings affecting the Company or any of its Subsidiaries or the properties of the Company or any of its Subsidiaries before any court, governmental agency or arbitrator, that may, if adversely determined, materially adversely effect the financial condition, properties, business, operations or prospects of the Company and it Subsidiaries, considered as a whole, or affect the legality, validity or enforceability of the Purchase Agreement, as amended by this Amendment.

5. MISCELLANEOUS.

5A. REFERENCE TO AND EFFECT ON THE PURCHASE AGREEMENT. (a) Upon the effectiveness of this Amendment, on and after the date hereof each reference in the Purchase Agreement to "this Agreement", "hereunder", "hereof' or words of like import referring to the Purchase Agreement, and each reference in any other document to "the Purchase Agreement", "thereunder", "thereof' or words of like import referring to the Purchase Agreement, shall mean and be a reference to the Purchase Agreement, as amended hereby.

(b) Except as specifically amended above, the Purchase Agreement, and all other related documents, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any holder of a

Note under the Purchase Agreement or the Notes, nor constitute a waiver of any provision of any of the foregoing.

5B. COSTS AND EXPENSES. The Company agrees to pay on demand all costs and expenses incurred by the Purchasers or any other holder of a Note in connection with the preparation, execution and delivery of this Amendment, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel. The Company further agrees to pay on demand all costs and expenses, if any (including, without limitation, reasonable counsel fees and expenses of counsel), incurred by the Purchasers or any other any holder of a Note in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of this Amendment, including, without limitation, counsel fees and expenses in connection with the enforcement of rights under this paragraph 4B.

5C. EXECUTION IN COUNTERPARTS. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

5D. GOVERNING LAW. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

5E. NO DEFAULT OR CLAIMS. To induce the Purchasers to enter into this Amendment, the Company hereby acknowledges and agrees that, as of the date hereof, and after giving effect to the terms hereof, there exists (i) no Default or Event of Default, (ii) no right of offset, recoupment, defense, counterclaim, claim or objection in favor of the Company arising out of or with respect to any of the Notes or other obligations of the Company owed to any holder of a Note, and (iii) each Purchaser has acted in good faith and has conducted its relationships with the Company in a commercially reasonable manner in connection with the negotiations, execution and delivery of this Amendment and in all respects in connection with the Purchase Agreement, the Company hereby waiving and releasing any such claims to the contrary that may exist as of the date of this Amendment.

[Signatures on Next Page]

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

CROWN CRAFTS, INC.

By /s/ Amy Vidrine Samson

____

Name: Amy Vidrine Samson
Title: Vice President,
Chief Financial Officer

BANC OF AMERICA STRATEGIC SOLUTIONS, INC.
(ASSIGNEE OF BANK OF AMERICA, N.A.)

By /s/ John F. Register

____

Name: John F. Register
Title: Principal

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA

By /s/ Paul G. Price

Name: Paul G. Price
Title: Vice President

WACHOVIA BANK, NATIONAL ASSOCIATION (SUCCESSOR BY MERGER TO WACHOVIA BANK, N.A.)

By /s/ Monica H. Cole

Name: Monica H. Cole
Title: Vice President

EXHIBIT 10.2

THIRD AMENDMENT TO CREDIT AGREEMENT

THIS THIRD AMENDMENT TO CREDIT AGREEMENT (this "Third Amendment") is dated as of the 10th day of February, 2003 among CROWN CRAFTS, INC., CHURCHILL WEAVERS, INC., HAMCO, INC. and CROWN CRAFTS INFANT PRODUCTS, INC. (collectively, the "Borrowers"), WACHOVIA BANK, NATIONAL ASSOCIATION (successor by merger to Wachovia Bank, N.A.), as Agent (the "Agent") and WACHOVIA BANK, NATIONAL ASSOCIATION (successor by merger to Wachovia Bank, N.A.), BANC OF AMERICA STRATEGIC SOLUTIONS, INC. (assignee of Bank of America, N.A.) and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as Lenders (collectively, the "Lenders");

W I T N E S S E T H :

WHEREAS, the Borrowers, the Agent and the Lenders executed and delivered that certain Credit Agreement, dated as of July 23, 2001, as amended by First Amendment to Credit Agreement dated as of September 28, 2001 and Second Amendment to Credit Agreement dated as of November 25, 2002 (as so amended, the "Credit Agreement");

WHEREAS, the Borrowers, the Agent and the Lenders have agreed to certain amendments to the Credit Agreement, subject to the terms and conditions hereof;

NOW, THEREFORE, for and in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged by the parties hereto, the Borrowers, the Agent and the Lenders hereby covenant and agree as follows:

1. Definitions. Unless otherwise specifically defined herein, each term used herein which is defined in the Credit Agreement shall have the meaning assigned to such term in the Credit Agreement. Each reference to "hereof", "hereunder", "herein" and "hereby" and each other similar reference and each reference to "this Agreement" and each other similar reference contained in the Credit Agreement shall from and after the date hereof refer to the Credit Agreement as amended hereby.

2. Amendments to SECTION 1.01. SECTION 1.01 of the Credit Agreement hereby is amended by deleting the definitions of "Consolidated Available Free Cash Flow" and "Consolidated EBITDA", and substituting therefor the following new definitions of such terms:

> "Consolidated Available Free Cash Flow" means, for each Annual Period, an amount equal to 85% of Consolidated Free Cash Flow for such Annual Period.
>
> "Consolidated EBITDA" means the sum of the following, calculated on a consolidated basis in accordance with GAAP for the Parent and its Consolidated Subsidiaries, for the relevant fiscal period: (i) Consolidated Net Income; plus (ii) depreciation and amortization expenses; plus (iii) Consolidated Interest Expense; plus (iv) income tax expense included in Consolidated Net Income; plus (v) for the following Fiscal Quarters only, a before-tax reserve related to the closing of the operations of Burgundy Interamericana SA de CV, not exceeding the following amounts for the following Fiscal Quarters (1) for the Fiscal Quarter ending December 29, 2002, $1,775,000, (2) for the Fiscal Quarter ending March 30, 2003, $225,000 and (3) for the Fiscal Quarter ending June 29, 2003, $275,000.

3. Amendment to SECTION 5.20(a). SECTION 5.20(a) hereby is deleted in its entirety, and the following is substituted therefor:

> (a) Minimum EBITDA. Consolidated EBITDA shall not be less than, for each Fiscal Quarter set forth below and the 3 immediately preceding Fiscal Quarters, the amount set forth below corresponding to such Fiscal Quarter:

<TABLE>
<CAPTION>

FISCAL QUARTER ENDING	MINIMUM EBITDA

<S>	<C>
December 29, 2002 through March 30, 2004	$6,885,000
June 29, 2004 and each Fiscal Quarter thereafter	An amount to be agreed upon in writing by the parties, not to exceed $8,725,000 (which amount shall be applicable if no other amount has been agreed upon in writing)

</TABLE>

4. Amendment to SECTION 5.20(b). SECTION 5.20(b) hereby is deleted in its entirety, and the following is substituted therefor:

(b) Debt/EBITDA Ratio. The Debt/EBITDA Ratio will not exceed, at the end of each Fiscal Quarter set forth below, calculated as to Debt as of such Fiscal Quarter and calculated as to Consolidated EBITDA for such Fiscal Quarter and the 3 immediately preceding Fiscal Quarters, the ratio set forth below corresponding to such Fiscal Quarter:

<TABLE>
<CAPTION>

FISCAL QUARTER ENDING	MAXIMUM DEBT/EBITDA RATIO
<S>	<C>
December 29, 2002 through March 30, 2004	4.75 to 1.0
June 29, 2004 and each Fiscal Quarter thereafter	A ratio to be agreed upon in writing by the parties, not to exceed 3.00 to 1.0 (which ratio shall be applicable if no other ratio has been agreed upon in writing)

</TABLE>

5. Amendment to Exhibit G (Compliance Certificate). Exhibit G to the Credit Agreement hereby is deleted in its entirety, and Exhibit G attached hereto is substituted therefor.

6. Amendment to Exhibit R (Consolidated Excess Cash Flow Certificate). Exhibit R to the Credit Agreement hereby is deleted in its entirety, and Exhibit R attached hereto is substituted therefor.

7. Consent to Discontinuance of Operations and Disposition of Assets. The Borrowers have informed the Agent and the Lenders that they desire to discontinue the operations of Burgundy Interamericana SA de CV and dispose of the assets thereof, having a net book value of

approximately $1,015,835 and a resale value of approximately $343,483. Pursuant to the provisions of SECTION 5.05(b) of the Credit Agreement, the Agent and the Lenders hereby consent to such discontinuance and also to the sale of such assets, and acknowledge and agree that the foregoing shall not be deemed to be an Event of Default; provided that (i) the aggregate gross sales price thereof is not less than $300,000 and (ii) the Net Cash Proceeds, if any, from such sale are paid to the Agent for application to Term Loans pursuant to SECTION 2.10(c) of the Credit Agreement.

8. Restatement of Representations and Warranties. The Borrowers hereby restate and renew each and every representation and warranty heretofore made by them in the Credit Agreement and the other Loan Documents as fully as if made on the date hereof (except where reference is expressly made to a specific date) and with specific reference to this Third Amendment and all other loan documents executed and/or delivered in connection herewith.

9. Effect of Amendment. Except as set forth expressly hereinabove, all

terms of the Credit Agreement and the other Loan Documents shall be and remain in full force and effect, and shall constitute the legal, valid, binding and enforceable obligations of the Borrowers. The amendments contained herein shall be deemed to have prospective application only, unless otherwise specifically stated herein.

10. Ratification. The Borrowers hereby restate, ratify and reaffirm each and every term, covenant and condition set forth in the Credit Agreement and the other Loan Documents effective as of the date hereof.

11. Counterparts. This Third Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument.

12. Section References. Section titles and references used in this Third Amendment shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto evidenced hereby.

13. No Default. To induce the Agent and the Lenders to enter into this Third Amendment and to continue to make advances pursuant to the Credit Agreement, the Borrowers hereby acknowledge and agree that, as of the date hereof, and after giving effect to the terms hereof, (i) there exists no Default or Event of Default, (ii) there exists no right of offset, defense, counterclaim, claim or objection in favor of the Borrowers arising out of or with respect to any of the Loans or other obligations of the Borrowers owed to the Lenders under the Credit Agreement and (iii) the Agent and each Lender has acted in good faith and has conducted its relationships with the Borrowers in a commercially reasonable manner in connection with the negotiations, execution and delivery of this Third Amendment and in all respects in connection with the Credit Agreement, each of the Borrowers hereby waiving and releasing any such claims to the contrary that may exist as of the date of this Third Amendment.

14. Further Assurances. The Borrowers agree to take such further actions as the Agent shall reasonably request in connection herewith to evidence the amendments herein contained.

15. Governing Law. This Third Amendment shall be governed by and construed and interpreted in accordance with, the laws of the State of Georgia.

16. Conditions Precedent. This Third Amendment shall become effective only upon (i) payment to the Agent, for the ratable account of the Lenders, of an amendment fee equal to $25,000, (ii) execution and delivery of this Third Amendment by each of the parties hereto and (iii) execution and delivery by all parties thereto of a Second Amendment of Subordinated Note and Warrant Purchase Agreement in form and substance satisfactory to the Agent and the Lenders, amending the Senior Subordinated Notes Purchase Agreement to conform it to the changes contained in Sections 2, 3, 4 and 5 hereof, and consenting to the discontinuance of the operations of Burgundy Interamericana SA de CV and disposal of the assets thereof described in Section 8 hereof.

[SIGNATURES COMMENCE ON NEXT PAGE]

IN WITNESS WHEREOF, each of the Borrowers, the Agent and each of the Lenders has caused this Third Amendment to be duly executed, under seal, by its duly authorized officer as of the day and year first above written.

CROWN CRAFTS, INC., (SEAL)

By: /s/ Amy Vidrine Samson

Name: Amy Vidrine Samson

Title: Vice President,
Chief Financial Officer

CHURCHILL WEAVERS, INC.,
HAMCO, INC.

CROWN CRAFTS INFANT
PRODUCTS, INC. (SEAL)

By: /s/ Amy Vidrine Samson
____
Name: Amy Vidrine Samson
____
Title: Vice President
____

WACHOVIA BANK, NATIONAL
ASSOCIATION (successor by merger
to Wachovia Bank, N.A.), (SEAL)
as Agent and as a Lender

By: /s/ Monica H. Cole
____
Name: Monica H. Cole
____
Title: Vice President
____

5

BANC OF AMERICA STRATEGIC SOLUTIONS,
INC. (assignee of Bank of America, N.A.), (SEAL)
as a Lender

By: /s/ John F. Register
____
Name: John F. Register
____
Title: Principal
____

THE PRUDENTIAL INSURANCE (SEAL)
COMPANY OF AMERICA, as a Lender

By: /s/ Paul G. Price
____
Name: Paul G. Price
____
Title: Vice President
____

6

EXHIBIT G

COMPLIANCE CERTIFICATE

Reference is made to the Credit Agreement dated as of July 23, 2001, as amended by First Amendment to Credit Agreement dated as of September 28, 2001, Second Amendment to Credit Agreement dated as of November 25, 2002 and Third Amendment to Credit Agreement dated as of February 10, 2003 (as so amended and as thereafter modified and supplemented and in effect from time to time, the "Credit Agreement") by and among Crown Crafts, Inc., Churchill Weavers, Inc., Hamco, Inc. and Crown Crafts Infant Products, Inc. (collectively or individually, as the context shall require, the "Borrowers"), the Lenders from time to time parties thereto, and Wachovia Bank, National Association (successor by merger to Wachovia Bank, N.A.), as Agent. Capitalized terms used herein shall have the meanings ascribed thereto in the Credit Agreement.

Pursuant to SECTION 5.01(c) of the Credit Agreement, ________________, the duly authorized ______________ of the Borrowers, hereby certifies to the Agent and the Lenders that, as of the date hereof, (i) the information contained in the Compliance Certificate attached hereto is true, accurate and complete in all material respects and (ii) no Default is in existence.

CROWN CRAFTS, INC. CHURCHILL WEAVERS, INC.
HAMCO, INC.
CROWN CRAFTS INFANT PRODUCTS, INC.

BY: ___________________ (SEAL) BY: ___________________ (SEAL)

NAME: NAME:
TITLE: TITLE:

CROWN CRAFTS, INC.
COMPLIANCE CHECKLIST

1. Minimum EBITDA (Section 5.20(a))

Consolidated EBITDA shall not be less than, for each Fiscal Quarter set forth below and the 3 immediately preceding Fiscal Quarters, the amount set forth below corresponding to such Fiscal Quarter:

<TABLE>
<CAPTION>

FISCAL QUARTER ENDING	MINIMUM EBITDA
December 29, 2002 through March 30, 2004	$ 6,885,000
June 29, 2004 and each Fiscal Quarter thereafter	An amount to be agreed upon in writing by the parties, not to exceed $8,725,000 (which amount shall be applicable if no other amount has been agreed upon in writing)

</TABLE>

(a) Consolidated EBITDA Schedule 1 $___________

Minimum Consolidated EBITDA [$6,885,000] [$8,725,000] [other agreed amount]]

2. Debt/EBITDA Ratio (Section 5.20(b))

The Debt/EBITDA Ratio will not exceed, at the end of each Fiscal Quarter set forth below, calculated as to Debt as of such Fiscal Quarter and calculated as to Consolidated EBITDA for such Fiscal Quarter and the 3 immediately preceding Fiscal Quarters, the ratio set forth below corresponding to such Fiscal Quarter:

<TABLE>
<CAPTION>

FISCAL QUARTER ENDING	MAXIMUM DEBT/EBITDA RATIO
December 29, 2002 through March 30, 2004	4.75 to 1.0
June 29, 2004 and thereafter	A ratio to be agreed upon in writing by the parties, not to exceed 3.00 to 1.0 (which ratio shall be applicable if no other ratio has been agreed upon in writing)

</TABLE>

(a) Consolidated Debt Schedule 2 $___________

(b) Consolidated EBITDA Schedule 1 $___________

(c) actual ratio of (a) to (b) ___ to 1.00

Limitation: (c) may not exceed [4.75 to 1.0]
[3.00 to 1.0]
[other agreed ratio]

3. Senior Debt/EBITDA Ratio (Section 5.20(c))

The Senior Debt/EBITDA Ratio will not exceed, at the end of each Fiscal Quarter set forth below, calculated as to Senior Debt as of such Fiscal Quarter and calculated as to Consolidated EBITDA for such Fiscal Quarter and the 3 immediately preceding Fiscal Quarters (except that for the Fiscal Quarter ending March 31, 2002, such calculation shall be for such Fiscal Quarter and the 2 immediately preceding Fiscal Quarters), the ratio set forth below corresponding to such Fiscal Quarter:

<TABLE>
<CAPTION>

FISCAL QUARTER ENDING	MAXIMUM SENIOR DEBT/EBITDA RATIO
<S>	<C>
March 31, 2002	4.80 to 1.0
June 30, 2002	3.50 to 1.0
September 29, 2002	3.25 to 1.0
December 29, 2002	3.00 to 1.0
March 30, 2003	2.75 to 1.0
June 29, 2003 and September 28, 2003	2.50 to 1.0
December 28, 2003	2.25 to 1.0
March 28, 2004 through September 26, 2004	2.00 to 1.0
December 26, 2004	1.75 to 1.0
March 27, 2005 and thereafter	1.50 to 1.00

</TABLE>

(a) Consolidated Senior Debt Schedule 2 $___________

(b) Consolidated EBITDA Schedule 1 $___________

(c) actual ratio of (a) to (b) ___ to 1.00

Limitation: (c) may not exceed [4.80 to 1.0]
[3.50 to 1.0]
[3.25 to 1.0]
[3.00 to 1.0]
[2.75 to 1.0]
[2.50 to 1.0]
[2.25 to 1.0]
[2.00 to 1.0]
[1.75 to 1.0]
[1.50 to 1.0]

4. EBITDA/Cash Interest Ratio (Section 5.20(d))

The EBITDA/Cash Interest Ratio will not be less than, at the end of each Fiscal Quarter set forth below, for such Fiscal Quarter and the 3 immediately preceding Fiscal Quarters (except that for the Fiscal Quarter ending March 31, 2002, such calculation shall be for such Fiscal Quarter and the 2 immediately preceding Fiscal Quarters), the amount set forth below corresponding to such Fiscal Quarter:

<TABLE>
<CAPTION>

FISCAL QUARTER ENDING	MINIMUM EBITDA/CASH INTEREST RATIO
<S>	<C>
March 31, 2002	1.60 to 1.0
June 30, 2002	1.65 to 1.0
September 29, 2002	1.80 to 1.0
December 29, 2002	2.00 to 1.0
March 30, 2003	2.20 to 1.0
June 29, 2003 through December 28, 2003	2.25 to 1.0
March 28, 2004 through December 26, 2004	2.50 to 1.0
March 27, 2005 through December 25, 2005	2.75 to 1.0
April 2, 2006	3.00 to 1.00

</TABLE>

(a) Consolidated EBITDA Schedule 1 $___________

(b) Cash Interest Schedule 3 $___________

(c) actual ratio of (a) to (b) ___ to 1.00

Limitation: (c) may not exceed [1.60 to 1.0]
[1.65 to 1.0]
[1.80 to 1.0]
[2.00 to 1.0]
[2.20 to 1.0]
[2.25 to 1.0]
[2.50 to 1.0]
[2.75 to 1.0]
[3.00 to 1.0]

5. Minimum Stockholders' Equity (Section 5.20(e))

As of the end of each Fiscal Quarter, Stockholders' Equity will not be less than the sum of (i) Stockholders' Equity as of the Closing Date (after giving effect to the sale of its adult bedding line of business to its former management) plus (ii) 75% of the cumulative (since the Closing Date) Reported Net Income (excluding any Fiscal Quarter during which Reported Net Income is less than $0.00) of the Parent and the Subsidiaries.

(a) Stockholders' Equity $___________

(b) Cumulative positive Reported Net Income since the Closing Date $___________

(c) 75% of (b) $___________

(d) sum of (c) and $___________(1) $___________

Limitation: (a) must not be less than (d)

6. Capital Expenditures (Section 5.20(f))

No Borrower shall, nor shall it permit any Subsidiary to, make any expenditures (including obligations incurred under any lease) in any Fiscal Year that are required to be capitalized under GAAP in the aggregate for any Borrower and the Subsidiaries, on a consolidated basis, exceeding $500,000.

(a) aggregate Capital Expenditures made to date in current Fiscal Year $____________

Limitation: (a) may not exceed $500,000

- ---------------------

(1) Insert amount of Stockholders' Equity as of the Closing Date

7. Operating Leases (Section 5.20(g))

No Borrower shall, nor shall it permit any Subsidiary to, enter into or remain or become liable upon any lease (other than intercompany leases between the Borrower and its Subsidiaries) which would be characterized as an operating lease under GAAP if the aggregate amount of all consolidated rents paid by the Borrower and its Subsidiaries under all such leases would exceed $3,000,000 in the first Fiscal Year following the Closing Date, with such amount increasing each Fiscal Year thereafter by an additional 5% of the amount in effect at the end of the preceding Fiscal Year.

(a) aggregate amount of consolidated rents payable in current Fiscal Year $___________

Limitation: (a) may not exceed [$3,000,000](2)

- ----------------------------

(2) Increase after the first Fiscal Year by an additional 5% of the amount in effect at the end of the preceding Fiscal Year

Schedule 1

CONSOLIDATED EBITDA

<TABLE>
<S> <C> <C>

(a)	Consolidated Net Income for:	
	____ quarter ____	$___________
	____ quarter ____	$___________
	____ quarter ____	$___________
	____ quarter ____	$___________
(b)	depreciation and amortization expenses for:	
	____ quarter ____	$___________
	____ quarter ____	$___________
	____ quarter ____	$___________
	____ quarter ____	$___________

(c) Consolidated Interest Expense for:

____ quarter ____ $___________

____ quarter ____ $___________

____ quarter ____ $___________

____ quarter ____ $___________

(d) income tax expense included in Consolidated Net Income for:

____ quarter ____ $___________

____ quarter ____ $___________

____ quarter ____ $___________

____ quarter ____ $___________

</TABLE>

<TABLE>
<S> <C> <C>

(e) before-tax reserve related to the closing of the operations of Burgundy Interamericana SA de CV for:(3)

____ quarter ____ $___________

____ quarter ____ $___________

____ quarter ____ $___________

</TABLE>

- --------------------

(3) Include only for the following Fiscal Quarters, not exceeding following amounts for such Fiscal Quarters: (1) for the Fiscal Quarter ending December 29, 2002, $1,775,000, (2) for the Fiscal Quarter ending March 30, 2003, $225,000 and (3) for the Fiscal Quarter ending June 29, 2003, $275,000

Schedule 2

CONSOLIDATED DEBT AND CONSOLIDATED SENIOR DEBT

CONSOLIDATED DEBT(4)

<TABLE>

<S> <C> <C>

(a) obligations for borrowed money $__________

(b) payment obligations evidenced by bonds, debentures notes or other similar instruments $__________

(c) obligations to pay the deferred purchase price of property or services, except trade accounts payable and accrued expenses arising in the ordinary course of business $__________

(d) obligations as lessee under capital leases or leases for which the Borrowers Person retain tax ownership of the property subject to a lease $__________

(e) obligations to reimburse any bank or other Person in respect of amounts payable under a banker's acceptance $__________

(f) Redeemable Preferred Stock $__________

(g) obligations to reimburse any bank or other Person in respect of amounts paid or undrawn amounts available to be paid under a letter of credit or similar instrument $__________

(h) Debt of others secured by a Lien on any asset of any Borrower, whether or not such Debt is assumed by such Borrower $__________

(i) obligations with respect to interest rate protection agreements, foreign currency exchange agreements or other hedging arrangements, other than commodity hedging agreements entered into as risk protection rather than as an investment (each valued as the termination value thereof computed in accordance with a method approved by the International Swap Dealers Association and agreed to in the applicable agreement, if any) $__________
</TABLE>

- ---------------------------
(4) Exclude Contingent Interest and amounts payable pursuant to SECTION 2.06(a) of the Senior Subordinated Notes Purchase Agreement

<TABLE>
<S> <C> <C>

(j)	Debt of others Guaranteed by any Borrower	$__________
(k)	CONSOLIDATED DEBT (sum of (a) through (i))	$__________

</TABLE>

CONSOLIDATED SENIOR DEBT

<TABLE>
<S> <C> <C>

(l)	Subordinated Debt	$__________
(m)	CONSOLIDATED SENIOR DEBT ((j) less (k))	$__________

</TABLE>

Schedule 3

CASH INTEREST

<TABLE>
<S> <C> <C>

(a)	interest on Revolving Loans	$___________
(b)	interest on Term Loans at Cash Contract Rate	$___________
(c)	interest on Senior Subordinated Debt	$___________
(d)	CASH INTEREST (sum of (a), plus (b), plus (c))	$___________

</TABLE>

EXHIBIT R

CONSOLIDATED EXCESS CASH FLOW CERTIFICATE

Reference is made to the Credit Agreement dated as of July 23, 2001 , as amended by First Amendment to Credit Agreement dated as of September 28, 2001, Second Amendment to Credit Agreement dated as of November 25, 2002 and Third Amendment to Credit Agreement dated as of February 10, 2003 (as so amended and as thereafter modified and supplemented and in effect from time to time, the "Credit Agreement") by and among Crown Crafts, Inc., Churchill Weavers, Inc., Hamco, Inc. and Crown Crafts Infant Products, Inc. (collectively or individually, as the context shall require, the "Borrowers"), the Lenders from time to time parties thereto, and Wachovia Bank, National Association (successor by merger to Wachovia Bank, N.A.), as Agent. Capitalized terms used herein shall have the meanings ascribed thereto in the Credit Agreement.

Pursuant to SECTION 2.01(c) of the Credit Agreement, ________________, the duly authorized ____________________ of the Parent, hereby certifies to the Agent and the Lenders that, as of the last day of the Annual Period ended ___________, 200__, the information contained in the Consolidated Excess Cash Flow Certificate attached hereto is true, accurate and complete in all material respects.

CROWN CRAFTS, INC.

By: ___________________ (SEAL)
Name:
Title:

CROWN CRAFTS
CALCULATION OF CONSOLIDATED EXCESS CASH FLOW
FOR ANNUAL PERIOD ENDED __________, 200__

<TABLE>
<S> <C> <C>

(a)	Consolidated EBITDA Schedule 1	$___________
(b)	Capital Expenditures	$___________
(c)	taxes paid	$___________
(d)	Consolidated Free Cash Flow (sum of (a), less (b), less (c))	$___________
(e)	Consolidated Available Free Cash Flow (85% of (d))	$___________
(f)	Cash Interest paid Schedule 2	$___________
(g)	aggregate of Minimum Principal Reduction Amounts paid	$___________
(h)	CONSOLIDATED EXCESS CASH FLOW (sum of (e), less (f), less (g)	$___________

</TABLE>

Schedule 1

CONSOLIDATED EBITDA

<TABLE>
<S> <C> <C>

(a)	Consolidated Net Income for:	
	____ quarter ____	$___________
	____ quarter ____	$___________
	____ quarter ____	$___________
	____ quarter ____	$___________
(b)	depreciation and amortization expenses for:	
	____ quarter ____	$___________
	____ quarter ____	$___________
	____ quarter ____	$___________
	____ quarter ____	$___________
(c)	Consolidated Interest Expense for:	
	____ quarter ____	$___________
	____ quarter ____	$___________
	____ quarter ____	$___________
	____ quarter ____	$___________
(d)	income tax expense included in Consolidated Net Income for:	
	____ quarter ____	$___________

____ quarter ____ $___________

____ quarter ____ $___________

____ quarter ____ $___________
</TABLE>

<TABLE>
<S> <C> <C>
(e) before-tax reserve related to the closing of the operations of Burgundy Interamericana SA de CV for:(5)

____ quarter ____ $___________

____ quarter ____ $___________

____ quarter ____ $___________
</TABLE>

- -------------------
(5) Include only for the following Fiscal Quarters, not exceeding following amounts for such Fiscal Quarters: (1) for the Fiscal Quarter ending December 29, 2002, $1,775,000, (2) for the Fiscal Quarter ending March 30, 2003, $225,000 and (3) for the Fiscal Quarter ending June 29, 2003, $275,000

Schedule 2

CASH INTEREST

<TABLE>
<S> <C> <C>
(a) interest on Revolving Loans $_____________

(b) interest on Term Loans at Cash Contract Rate $_____________

(c) interest on Senior Subordinated Debt $_____________

(d) CASH INTEREST (sum of (a), plus (b), plus (c)) $_____________
</TABLE>

EXHIBIT 99.1

SECTION 906 CERTIFICATION

I, E. Randall Chestnut, Chairman of the Board, President and Chief Executive Officer of Crown Crafts, Inc. (the "Company"), do hereby certify, in accordance with 18 U.S.C.Section. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. The Quarterly Report on Form 10-Q of the Company for the period ending December 29, 2002 (the "Periodic Report") fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 12, 2003

/s/ E. Randall Chestnut

E. Randall Chestnut, Chairman of the Board,
President and Chief Executive Officer

EXHIBIT 99.2

SECTION 906 CERTIFICATION

I, Amy Vidrine Samson, Chief Financial Officer of Crown Crafts, Inc. (the "Company"), do hereby certify, in accordance with 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. The Quarterly Report on Form 10-Q of the Company for the period ending December 29, 2002 (the "Periodic Report") fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 12, 2003

/s/ Amy Vidrine Samson

Amy Vidrine Samson, Chief Financial Officer