

As filed with the Securities and Exchange Commission on August 24, 2006

Registration No. 333-_____

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

**FORM S-8
REGISTRATION STATEMENT
Under
The Securities Act of 1933**

Crown Crafts, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation or Organization)

58-0678148
(I.R.S. Employer
Identification No.)

916 South Burnside Avenue
Gonzales, Louisiana 70737
(Address of Principal Executive Offices)

**CROWN CRAFTS, INC. 2006
OMNIBUS INCENTIVE PLAN**
(Full Title of the Plan)

Mr. E. Randall Chestnut
President and Chief Executive Officer
916 South Burnside Avenue
Gonzales, Louisiana 70737
(225) 647-9100

(Name, Address and Telephone Number of Agent for Service)

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered ⁽²⁾	Proposed Maximum Offering Price Per Share ⁽³⁾	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Series A Common Stock, \$0.01 par value per share ⁽¹⁾	1,200,000	\$3.19	\$3,828,000	\$409.60

- (1) Represents shares issuable pursuant to the Crown Crafts, Inc. 2006 Omnibus Incentive Plan (the "Plan").
- (2) This registration statement also relates to an indeterminate number of additional shares of Common Stock that may become issuable pursuant to anti-dilution and adjustment provisions of the Plan. In addition, pursuant to Rule 416(c) under the Securities Act of 1933, as amended, this registration statement also covers an indeterminate amount of interests to be offered or sold pursuant to the Plan.
- (3) Estimated solely for the purpose of calculating the registration fee pursuant to Rules 457(c) and 457(h) under the Securities Act of 1933, as amended, based upon the average of the high and low prices of the Registrant's common stock on August 18, 2006, as reported on the OTC Bulletin Board.

TABLE OF CONTENTS

PART I

[Item 1. Plan Information](#)

[Item 2. Registration Information and Employee Plan Annual Information](#)

PART II

[Item 3. Incorporation of Certain Documents by Reference](#)

[Item 4. Description of Securities](#)

[Item 5. Interests of Named Experts and Counsel](#)

[Item 6. Indemnification of Officers and Directors](#)

[Item 7. Exemption from Registration Claimed](#)

[Item 8. Exhibits](#)

[Item 9. Undertakings](#)

SIGNATURES

EXHIBIT INDEX

[Form of Incentive Stock Option Agreement](#)

[Form of Non-Qualified Stock Option Agreement - Employees](#)

[Form of Non-Qualified Stock Option Agreement - Directors](#)

[Form of Restricted Stock Grant Agreement](#)

[Form of Restricted Stock Grant Agreement](#)

[Opinion and Consent of Rogers & Hardin LLP](#)

[Consent of Deloitte & Touche LLP](#)

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.

The documents containing the information specified in this Item 1 will be sent or given to employees, officers, directors or others as specified by Rule 428(b)(1) under the Securities Act of 1933, as amended (the “Securities Act”). In accordance with the rules and regulations of the Securities and Exchange Commission (the “Commission”) and the instructions to Form S-8, such documents are not being filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act.

Item 2. Registration Information and Employee Plan Annual Information.

The documents containing the information specified in this Item 2 will be sent or given to employees, officers, director or others as specified by Rule 428(b)(1) under the Securities Act. In accordance with the rules and regulations of the Commission and the instructions to Form S-8, such documents are not being filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Certain Documents by Reference.

The following documents previously filed with the Commission are incorporated by reference in this Registration Statement:

- (i) The Registrant’s Annual Report on Form 10-K for the year ended April 2, 2006;
- (ii) The Registrant’s Quarterly Report on Form 10-Q for the quarter ended July 2, 2006;
- (iii) The Registrant’s Current Reports on Form 8-K filed on June 15, 2006, June 19, 2006, July 17, 2006, August 16, 2006 and August 22, 2006; and
- (iv) The description of the common stock contained in the Registrant’s Definitive Proxy Statement on Schedule 14A filed with the Commission on September 3, 2003.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), prior to the filing of a post-effective amendment to this Registration Statement which indicates that all the shares of the Registrant’s common stock offered hereby have been sold or which deregisters all of such shares then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

[Table of Contents](#)

Item 5. Interests of Named Experts and Counsel.

The validity of the shares of the Registrant's common stock registered hereby has been passed upon by Rogers & Hardin LLP.

Item 6. Indemnification of Officers and Directors.

Under Section 145 of the Delaware General Corporation Law (the "DGCL"), a corporation may indemnify its directors, officers, employees and agents and its former directors, officers, employees and agents and those who serve, at the corporation's request, in such capacities with another enterprise, against expenses (including attorneys' fees), as well as judgments, fines and settlements in non-derivative lawsuits, actually and reasonably incurred in connection with the defense of any action, suit or proceeding in which they or any of them were or are made parties or are threatened to be made parties by reason of their serving or having served in such capacity. The DGCL provides, however, that such person must have acted in good faith and in a manner such person reasonably believed to be in (or not opposed to) the best interests of the corporation and, in the case of a criminal action, such person must have had no reasonable cause to believe his or her conduct was unlawful. In addition, the DGCL does not permit indemnification in an action or suit by or in the right of the corporation, where such person has been adjudged liable to the corporation, unless, and only to the extent that, a court determines that, despite the adjudication of liability but in view of all circumstances of the case, such person fairly and reasonably is entitled to indemnity for costs the court deems proper. Indemnity is mandatory to the extent a claim, issue or matter has been successfully defended.

Our Amended and Restated Certificate of Incorporation and our Bylaws contain provisions that provide for the indemnification of our directors and officers to the fullest extent permitted by the DGCL. We believe that such protection is necessary in order to attract and retain qualified persons as directors and officers.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

The exhibits to this Registration Statement are listed on the Exhibit Index included elsewhere herein.

Item 9. Undertakings.

- (a) The undersigned Registrant hereby undertakes:
 - (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) under the Securities Act if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table set forth in this Registration Statement; and

Table of Contents

- (iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the Registration Statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registrant Statement;

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (4) That, for the purpose of determining liability under the Securities Act to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use; and
- (5) That, for the purpose of determining liability of the Registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned Registrant undertakes that in a primary offering of securities of the undersigned Registrant pursuant to this Registration Statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned Registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:
 - (i) Any preliminary prospectus or prospectus of the undersigned Registrant relating to the offering required to be filed pursuant to Rule 424;
 - (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned Registrant or used or referred to by the undersigned Registrant;
 - (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned Registrant or its securities provided by or on behalf of an undersigned Registrant; and
 - (iv) Any other communication that is an offer in the offering made by the undersigned Registrant to the purchaser.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's Annual Report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement

[Table of Contents](#)

shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

[Table of Contents](#)

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Gonzales, state of Louisiana, on this 24th day of August, 2006.

CROWN CRAFTS, INC.

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

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned officers and directors of Crown Crafts, Inc. hereby constitutes and appoints each of E. Randall Chestnut and Amy Vidrine Samson, his attorney-in-fact and agent, each with full power of substitution and substitution for him in any and all capacities, to sign any or all amendments or post-effective amendments to this Registration Statement, and to file the same, with exhibits thereto and other documents in connection therewith, in connection with the registration of the shares of the Registrant's common stock under the Securities Act of 1933, with the Securities and Exchange Commission, granting unto such attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary in connection with such matters as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that such attorney-in-fact and agent or his substitute may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ E. Randall Chestnut</u> E. Randall Chestnut	Chairman of the Board, President and Chief Executive Officer (Principal Executive Officer)	August 24, 2006
<u>/s/ Amy Vidrine Samson</u> Amy Vidrine Samson	Vice President and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	August 24, 2006
<u>/s/ William T. Deyo</u> William T. Deyo	Director	August 24, 2006
<u>/s/ Steven E. Fox</u> Steven E. Fox	Director	August 24, 2006
<u>/s/ Donald Ratajczak</u> Donald Ratajczak	Director	August 24, 2006
<u>/s/ James A. Verbrugge</u> James A. Verbrugge	Director	August 24, 2006
<u>/s/ Sidney Kirschner</u> Sidney Kirschner	Director	August 24, 2006
<u>/s/ Zenon S. Nie</u> Zenon S. Nie	Director	August 24, 2006

EXHIBIT INDEX

Exhibit No.	Description	Method of Filing
4.1	Crown Crafts, Inc. 2006 Omnibus Incentive Plan.	Incorporated by reference to Appendix A to the Registrant's Definitive Proxy Statement filed with the Commission on June 30, 2006.
4.2	Form of Incentive Stock Option Agreement.	Filed herewith.
4.3	Form of Non-Qualified Stock Option Agreement (Employees).	Filed herewith.
4.4	Form of Non-Qualified Stock Option Agreement (Directors).	Filed herewith.
4.5	Form of Restricted Stock Grant Agreement (Form A).	Filed herewith.
4.6	Form of Restricted Stock Grant Agreement (Form B).	Filed herewith.
5.1	Opinion of Rogers & Hardin LLP.	Filed herewith.
23.1	Consent of Deloitte & Touche LLP.	Filed herewith.
23.2	Consent of Rogers & Hardin LLP (contained in Exhibit 5.1 hereto).	Filed herewith.
24.1	Powers of Attorney (contained on the signature page hereto).	Filed herewith.

CROWN CRAFTS, INC.
2006 OMNIBUS INCENTIVE PLAN
INCENTIVE STOCK OPTION AGREEMENT

Grantee:	Number of Shares:	Date of Grant:
_____	_____	_____
Expiration Date*:	Exercise Price Per Share:	
_____	\$ _____	
Vesting Dates and Amounts*:	Exercisability Dates*:	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

THIS INCENTIVE STOCK OPTION AGREEMENT (this “Agreement”) is made and entered into as of the date of the grant set forth above (the “Grant Date”), by and between Crown Crafts, Inc., a Delaware corporation (“Crown Crafts”), and the above-named individual (the “Grantee”).

W I T N E S S E T H:

WHEREAS, Crown Crafts has established the “Crown Crafts, Inc. 2006 Omnibus Incentive Plan” (the “Plan”) to advance the interests of Crown Crafts and any parent or subsidiary corporation of Crown Crafts (together with Crown Crafts, referred to collectively as the “Company”) by strengthening the Company’s ability to attract and retain individuals of training, experience and ability in the employ of the Company and to furnish additional incentive to such key employees to promote the Company’s financial success; and

WHEREAS, pursuant to the provisions of the Plan, the Compensation Committee (the “Committee”) of the Board of Directors (the “Board”) authorized a grant of an option to acquire capital stock of Crown Crafts to the Grantee as reflected herein on the Grant Date, the Board approved such grant on the Grant Date, and the Committee has the full power and authority to direct the execution and delivery of this Agreement in the name and on behalf of Crown Crafts in order to evidence and to set forth fully the terms of said grant.

NOW, THEREFORE, the parties hereto agree as follows:

* Subject to acceleration as provided in Sections 3 and 4 hereof.

1. Grant of ISO. Subject and pursuant to all terms and conditions stated in this Agreement and in the Plan, which is incorporated herein by this reference and made a part hereof as though fully set forth herein, Crown Crafts grants to the Grantee on the Grant Date an incentive stock option (the "ISO", as defined in the Plan), within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), to purchase the number of shares of Crown Crafts' common stock, \$0.01 par value per share (the "Common Stock"), set forth above (the "Option Shares"), at the exercise price per share set forth above (the "Per-Share Price"), on or before the expiration date set forth above (the "Expiration Date"). Unless sooner vested pursuant to Section 3 or 4 hereof, the ISO shall become vested to the Grantee in accordance with the vesting schedule set forth above (each such date upon which all or any part of the ISO shall vest, a "Vesting Date") so long as (i) the Grantee remains employed with the Company throughout the period commencing on the Grant Date and continuing through the applicable Vesting Date and (ii) the performance targets, if any, set forth on Exhibit A attached hereto with respect to such Vesting Date have been met. The Grantee hereby accepts the ISO on such terms and conditions. The Grantee shall, subject to the limitations of this Agreement and the Plan, have the right to exercise the ISO under the exercisability schedule set forth above (each such date upon which all or any part of the ISO shall first become exercisable, an "Exercisability Date") by purchasing all or any part of the Option Shares then available for purchase under the vesting schedule set forth above.

2. Exercise of ISO. The Grantee may exercise all or any part of the ISO by delivering written notice to the Committee (in the form attached hereto as Exhibit B) of the number of Option Shares (in a multiple of 100, except in the case of a full exercise of the remaining vested portion of the ISO) to be purchased together with payment in an amount equal to the product of the Per-Share Price times the number of Option Shares to be purchased (the "Exercise Price") made in one of the following forms or a combination thereof:

(a) Payment in Cash. The Committee may require the Grantee to make a cash payment to the Company equal to the amount of the Exercise Price; or

(b) Payment in Shares. The Grantee may request, in lieu of cash payment, that the Company either accept shares (of the same class as the Option Shares) owned by the Grantee or withhold Option Shares, each as more fully described below. If the Committee grants any such request in whole or in part, in its sole and absolute discretion, any shares so accepted or withheld by the Company under this paragraph (b) shall be valued at their fair market value, as determined in good faith by the Board. In no such event shall any fractional shares be accepted or withheld, and thus any deficiency remaining after the acceptance or withholding of whole shares shall be satisfied by the Grantee in cash.

In the event the Committee has indicated to the Grantee that it will permit payment of the Exercise Price to be made in whole or in part with previously issued stock owned by the Grantee, the stock certificates evidencing the surrendered shares shall accompany the notice of exercise and shall be duly endorsed or accompanied by duly executed stock powers to transfer the same to the Company. In the event that the Committee has indicated to the Grantee that it will permit payment of the Exercise Price to be made in whole or in part with Option Shares, the notice of exercise need not be accompanied by any stock certificates but shall include a statement directing the Company to

retain that number of Option Shares as shall equal the number of shares that would have been surrendered to the Company by the Grantee if the Exercise Price had been paid with previously issued stock.

In the event the Grantee does not make such payment when requested, the Company may refuse to issue or cause to be delivered any shares under this Agreement or any other incentive plan agreement entered into by the Grantee and the Company until such payment has been made or arrangements for such payment satisfactory to the Company have been made.

Such notice of exercise shall be sent to the Committee at Crown Crafts, Inc., 916 South Burnside Avenue, P.O. box 1028, Gonzales, LA 70737, Attention: Chairman. The ISO shall be deemed to have been exercised on the date the written notice and required consideration are received on behalf of the Committee.

3. Vesting and Exercisability of ISO Following Termination of Employment

(a) Employment Termination Prior to Exercisability Date of ISO. In the case of any termination of the Grantee's employment with the Company, voluntarily or involuntarily, prior to an Exercisability Date, and other than under the circumstances described in Section 4 hereof, the following provisions shall apply:

(1) Unvested Portion of ISO. Any unvested portion of the ISO shall immediately terminate upon the earlier of (i) the date the employment of the Grantee with the Company terminates, or (ii) the date the Grantee is given written notice of his or her discharge from such employment; provided, however, that in the event such termination of employment occurs due to Retirement, Disability or Death (as each such term is defined in the Plan), then the Committee, in its sole and absolute discretion, may cause all or any part of such unvested portion of the ISO to become fully vested immediately upon the date of such employment termination (and thus become immediately exercisable and otherwise subject to the terms and conditions of subparagraph (2) immediately below).

(2) Vested Portion of ISO. Any vested but theretofore unexercisable portion of the ISO (including any portion of the ISO that vests in the discretion of the Committee pursuant to subparagraph (1) immediately above) shall become immediately exercisable but shall terminate effective three (3) months after the earlier of (i) the date the employment of the Grantee with the Company terminates, or (ii) the date the Grantee is given written notice of his or her discharge from such employment; provided, however, that in the event such termination of employment occurs due to either Disability or Death, such vested portion of the ISO may be exercised at any time (i) within one (1) year from such Disability (but in all events prior to the Expiration Date), or (ii) prior to the Expiration Date in the case of employment termination by reason of Death.

(b) Employment Termination On or After Exercisability Date of ISO. In the case of any termination of the Grantee's employment with the Company, voluntarily or involuntarily, on or after an Exercisability Date, any vested and theretofore exercisable (but unexercised) portion of the ISO shall terminate effective three (3) months after the earlier of (i) the date the employment of the

Grantee with the Company terminates, or (ii) the date the Grantee is given written notice of his or her discharge from such employment; provided, however, that in the event such employment termination occurs due to Disability or Death, the ISO may be exercised at any time (i) within one (1) year from such Disability (but in all events prior to the Expiration Date) or (ii) prior to the Expiration Date in the case of employment termination by reason of Death.

4. Vesting and Exercisability of ISO Following Change in Control. As provided in Section 7.1 of the Plan, any unvested and/or unexercisable portion of the Option shall automatically become fully and immediately vested and exercisable on the day immediately preceding the date of the consummation of any Change in Control as defined in the Plan (or sooner, in the discretion of the Committee).

5. Legal Restrictions. If in the opinion of legal counsel for the Company the issuance or sale of any Option Shares would not be lawful for any reason, including, without limitation, the inability of the Company to obtain from any governmental authority or regulatory body having jurisdiction the authority deemed by such counsel to be necessary to such issuance or sale, the Company shall not be obligated to issue or sell any Option Shares pursuant to the exercise of this ISO to the Grantee or any other authorized person unless a registration statement that complies with the provisions of the Securities Act of 1933, as amended (the "Act"), in respect of such Option Shares is in effect at the time thereof, or other appropriate action has been taken under and pursuant to the terms and provisions of the Act, or the Company receives evidence satisfactory to such counsel that the issuance and sale of such Option Shares, in the absence of an effective registration statement or other appropriate action, would not constitute a violation of the Act or any applicable state securities law. It is further agreed that the Company is in no event obligated to register any Option Shares, to comply with any exemption from registration requirements or to take any other action which may be required in order to permit, or to remedy or remove any prohibition or limitation on, the issuance or sale of such Option Shares to the Grantee. The Grantee further acknowledges that the Act and/or applicable state securities laws may restrict the right and govern the manner in which the Grantee may dispose of Option Shares, and the Grantee agrees not to offer, sell or otherwise dispose of any such shares in a manner which would violate the Act or any other federal or state law.

6. Option Shares Delivered in Escrow. All Option Shares issued upon any exercise of the ISO shall be held in escrow for a period which ends on the later of (i) two (2) years from the Grant Date or (ii) one (1) year after the issuance of such shares pursuant to the exercise of the ISO. Such shares shall be held by the Company or its designee. During such escrow period, the Grantee shall have all rights of a shareholder of the Company, including, but not limited to, the rights to vote, receive dividends and transfer such shares. The sole purpose of the escrow is to inform the Company of any disqualifying disposition (described in Section 422(a)(1) of the Code) of the Option Shares and it shall be administered solely for this purpose.

7. No Rights as Shareholder or to Employment. Neither the Grantee nor any other person authorized to purchase Common Stock upon exercise of this ISO shall have any interest in or shareholder rights with respect to any shares of the Common Stock which are subject to this ISO until such shares have been issued and delivered into escrow as provided in Section 6 hereof. Furthermore, neither this Agreement nor the Plan shall confer upon the Grantee any rights of

employment with the Company, including, without limitation, any right to continue in the employ of the Company, or shall affect the right of the Company to terminate the employment of the Grantee at any time, with or without cause.

8. Withholding Taxes. As a condition of exercise of this ISO, the Committee may, in its sole discretion, withhold or require the Grantee to pay or reimburse the Company for any taxes which the Company determines are required to be withheld in connection with the grant or any exercise of this ISO.

9. Heirs and Successors. This Agreement and all terms and conditions hereof shall be binding upon the parties hereto, and their successors, heirs, legatees and legal representatives.

10. Nontransferability; Who May Exercise. Neither this Agreement nor the ISO granted hereby may be transferred or assigned, other than by will or the laws of descent and distribution, and the ISO may not be exercised by any person other than the Grantee during the Grantee's lifetime.

11. Plan Controls. Copies of the Plan will be made available to the Grantee upon request. In the event of any conflict between the Plan and this Agreement, the Plan shall control and this Agreement shall be deemed to be modified accordingly.

12. Governing Law. To the extent not superseded by federal law, the laws of the State of Delaware shall control in all matters relating to this Agreement.

13. Counterparts; Facsimile Delivery. This Agreement may be executed simultaneously in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Executed counterparts may be delivered via facsimile transmission.

14. Compliance with Section 409A. The Company expressly reserves the right to modify or amend this Agreement without the consent of the Grantee if the Committee determines, in its sole discretion, that such modification or amendment is necessary or desirable for purposes of compliance with or exemption from the requirements of Section 409A of the Code or any regulations or other guidance issued thereunder; provided, however, that the Company shall have no liability whatsoever to the Grantee or any other person in the event that this Agreement is determined to be subject to and not in compliance with Section 409A of the Code.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Incentive Stock Option Agreement, all as of the Grant Date set forth herein.

CROWN CRAFTS, INC.

By: _____
Chairman of the Committee

GRANTEE

EXHIBIT A
PERFORMANCE TARGETS

[To be completed as appropriate.]

EXHIBIT B

**EXERCISE OF INCENTIVE
STOCK OPTION**

The undersigned Optionee under that certain Crown Crafts, Inc. Incentive Stock Option Agreement dated as of _____
_____ (the "Agreement"), hereby exercises the Incentive Stock Option granted under the Agreement for the
following number of shares of Common Stock, subject to the terms and conditions of the Agreement:

Number of shares being purchased
(must be a multiple of 100 or full exercise):

Total purchase price submitted herewith:

\$ _____

(Signature)

(Date)

CROWN CRAFTS, INC.
2006 OMNIBUS INCENTIVE PLAN
NON-QUALIFIED STOCK OPTION AGREEMENT

Grantee:	Number of Shares:	Date of Grant:
_____	_____	_____
Expiration Date*:	Exercise Price Per Share:	
_____	\$ _____	
Vesting Dates and Amounts*:	Exercisability Dates*:	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

THIS NON-QUALIFIED STOCK OPTION AGREEMENT (this “Agreement”) is made and entered into as of the date of the grant set forth above (the “Grant Date”), by and between Crown Crafts, Inc., a Delaware corporation (“Crown Crafts”), and the above-named individual (the “Grantee”).

W I T N E S S E T H:

WHEREAS, Crown Crafts has established the “Crown Crafts, Inc., 2006 Omnibus Incentive Plan” (the “Plan”) to advance the interests of Crown Crafts and any parent or subsidiary corporation of Crown Crafts (together with Crown Crafts, referred to collectively as the “Company”) by strengthening the Company’s ability to attract and retain individuals of training, experience and ability in the employ of the Company and to furnish additional incentive to such key employees to promote the Company’s financial success; and

WHEREAS, pursuant to the provisions of the Plan, the Compensation Committee (the “Committee”) of the Board of Directors (the “Board”) authorized a grant of an option to acquire capital stock of Crown Crafts to the Grantee as reflected herein on the Grant Date, the Board approved such grant on the Grant Date, and the Committee has the full power and authority to direct the execution and delivery of this Agreement in the name and on behalf of Crown Crafts in order to evidence and to set forth fully the terms of said grant.

NOW, THEREFORE, the parties hereto agree as follows:

* Subject to acceleration as provided in Sections 3 and 4 hereof.

1. Grant of Option. Subject and pursuant to all terms and conditions stated in this Agreement and in the Plan, which is incorporated herein by this reference and made a part hereof as though fully set forth herein, Crown Crafts grants to the Grantee on the Grant Date a non-qualified stock option (the “Option”) to purchase the number of shares of Crown Crafts’ common stock, \$0.01 par value per share (“Common Stock”), set forth above (the “Option Shares”), at the exercise price per share set forth above (the “Per-Share Price”), on or before the expiration date set forth above (the “Expiration Date”). Unless sooner vested pursuant to Section 3 or 4 hereof, the Option shall become vested to the Grantee in accordance with the vesting schedule set forth above (each such date upon which all or any part of the Option shall vest, a “Vesting Date”) so long as (i) the Grantee remains employed with the Company throughout the period commencing on the Grant Date and continuing through the applicable Vesting Date and (ii) the performance targets, if any, set forth on Exhibit A attached hereto with respect to such Vesting Date have been met. The Grantee hereby accepts the Option on such terms and conditions. The Grantee shall, subject to the limitations of this Agreement and the Plan, have the right to exercise the Option under the exercisability schedule set forth above (each such date upon which all or any part of the Option shall first become exercisable, an “Exercisability Date”) by purchasing all or any part of the Option Shares then available for purchase under the vesting schedule set forth above.

2. Exercise of Option. The Grantee may exercise all or any part of the Option by delivering written notice to the Committee (in the form attached hereto as Exhibit B) of the number of Option Shares (in a multiple of 100, except in the case of a full exercise of the remaining vested portion of the Option) to be purchased together with payment in an amount equal to the product of the Per-Share Price times the number of Option Shares to be purchased (the “Exercise Price”) made in one of the following forms or a combination thereof:

(a) Payment in Cash. The Committee may require the Grantee to make a cash payment to the Company equal to the amount of the Exercise Price; or

(b) Payment in Shares. The Grantee may request, in lieu of cash payment, that the Company either accept shares (of the same class as the Option Shares) owned by the Grantee or withhold Option Shares, each as more fully described below. If the Committee grants any such request in whole or in part, in its sole and absolute discretion, any shares so accepted or withheld by the Company under this paragraph (b) shall be valued at their fair market value, as determined in good faith by the Board. In no such event shall any fractional shares be accepted or withheld, and thus any deficiency remaining after the acceptance or withholding of whole shares shall be satisfied by the Grantee in cash.

In the event the Committee has indicated to the Grantee that it will permit payment of the Exercise Price to be made in whole or in part with previously issued stock owned by the Grantee, the stock certificates evidencing the surrendered shares shall accompany the notice of exercise and shall be duly endorsed or accompanied by duly executed stock powers to transfer the same to the Company. In the event that the Committee has indicated to the Grantee that it will permit payment of the Exercise Price to be made in whole or in part with Option Shares, the notice of exercise need not be accompanied by any stock certificates but shall include a statement directing the Company to retain that number of Option Shares as shall equal the number of shares that would have been

surrendered to the Company by the Grantee if the Exercise Price had been paid with previously issued stock.

In the event the Grantee does not make such payment when requested, the Company may refuse to issue or cause to be delivered any shares under this Agreement or any other incentive plan agreement entered into by the Grantee and the Company until such payment has been made or arrangements for such payment satisfactory to the Company have been made.

Such notice of exercise shall be sent to the Committee at Crown Crafts, Inc., 916 South Burnside Avenue, P.O. box 1028, Gonzales, LA 70737, Attention: Chairman. The Option shall be deemed to have been exercised on the date the written notice and required consideration are received on behalf of the Committee.

3. Vesting and Exercisability of Option Following Termination of Employment

(a) Employment Termination Prior to Exercisability Date of Option. In the case of any termination of the Grantee's employment with the Company, voluntarily or involuntarily, prior to an Exercisability Date, and other than under the circumstances described in Section 4 hereof, the following provisions shall apply:

(1) Unvested Portion of Option. Any unvested portion of the Option shall immediately terminate upon the earlier of (i) the date the employment of the Grantee with the Company terminates, or (ii) the date the Grantee is given written notice of his or her discharge from such employment; provided, however, that in the event such termination of employment occurs due to Death, Disability or Retirement (as each such term is defined in the Plan), then the Committee, in its sole and absolute discretion, may cause all or any part of such unvested portion of the Option to become fully vested immediately upon the date of such employment termination (and thus become immediately exercisable and otherwise subject to the terms and conditions of subparagraph (2) immediately below).

(2) Vested Portion of Option. Any vested but theretofore unexercisable portion of the Option (including any portion of the Option that vests in the discretion of the Committee pursuant to subparagraph (1) immediately above) shall become immediately exercisable but shall terminate effective three (3) months after the earlier of (i) the date the employment of the Grantee with the Company terminates, or (ii) the date the Grantee is given written notice of his or her discharge from such employment; provided, however, that in the event such termination of employment occurs due to either Disability or Death, such vested portion of the Option may be exercised at any time (i) within one (1) year from such Disability (but in all events prior to the Expiration Date), or (ii) prior to the Expiration Date in the case of employment termination by reason of Death.

(b) Employment Termination On or After Exercisability Date of Option. In the case of any termination of the Grantee's employment with the Company, voluntarily or involuntarily, on or after an Exercisability Date, any vested and theretofore exercisable (but unexercised) portion of the Option shall terminate effective three (3) months after the earlier of (i) the date the employment of the Grantee with the Company terminates, or (ii) the date the Grantee is given written notice of his

or her discharge from such employment; provided, however, that in the event such employment termination occurs due to Disability or Death, the Option may be exercised at any time (i) within one (1) year from such Disability (but in all events prior to the Expiration Date) or (ii) prior to the Expiration Date in the case of employment termination by reason of Death.

4. Vesting and Exercisability of Option Following Change in Control. As provided in Section 7.1 of the Plan, any unvested and/or unexercisable portion of the Option shall automatically become fully and immediately vested and exercisable on the day immediately preceding the date of the consummation of any Change in Control as defined in the Plan (or sooner, in the discretion of the Committee).

5. Legal Restrictions. If in the opinion of legal counsel for the Company the issuance or sale of any Option Shares would not be lawful for any reason, including, without limitation, the inability of the Company to obtain from any governmental authority or regulatory body having jurisdiction the authority deemed by such counsel to be necessary to such issuance or sale, the Company shall not be obligated to issue or sell any Option Shares pursuant to the exercise of this Option to the Grantee or any other authorized person unless a registration statement that complies with the provisions of the Securities Act of 1933, as amended (the "Act"), in respect of such Option Shares is in effect at the time thereof, or other appropriate action has been taken under and pursuant to the terms and provisions of the Act, or the Company receives evidence satisfactory to such counsel that the issuance and sale of such Option Shares, in the absence of an effective registration statement or other appropriate action, would not constitute a violation of the Act or any applicable state securities law. It is further agreed that the Company is in no event obligated to register any Option Shares, to comply with any exemption from registration requirements or to take any other action which may be required in order to permit, or to remedy or remove any prohibition or limitation on, the issuance or sale of such Option Shares to the Grantee. The Grantee further acknowledges that the Act and/or applicable state securities laws may restrict the right and govern the manner in which the Grantee may dispose of Option Shares, and the Grantee agrees not to offer, sell or otherwise dispose of any such shares in a manner which would violate the Act or any other federal or state law.

6. No Rights as Shareholder or to Employment. Neither the Grantee nor any other person authorized to purchase Common Stock upon exercise of this Option shall have any interest in or shareholder rights with respect to any shares of the Common Stock which are subject to this Option until such shares have been issued and delivered to the Grantee or such other person. Furthermore, neither this Agreement nor the Plan shall confer upon the Grantee any rights of employment with the Company, including, without limitation, any right to continue in the employ of the Company, or shall affect the right of the Company to terminate the employment of the Grantee at any time, with or without cause.

7. Withholding Taxes. As a condition of exercise of this Option, the Committee may, in its sole discretion, withhold or require the Grantee to pay or reimburse the Company for any taxes which the Company determines are required to be withheld in connection with the grant or any exercise of this Option.

8. Heirs and Successors. This Agreement and all terms and conditions hereof shall be binding upon the parties hereto, and their successors, heirs, legatees and legal representatives.

9. Nontransferability; Who May Exercise. Neither this Agreement nor the Option granted hereby may be transferred or assigned, other than by will or the laws of descent and distribution, and the Option may not be exercised by any person other than the Grantee during the Grantee's lifetime.

10. Plan Controls. Copies of the Plan will be made available to the Grantee upon request. In the event of any conflict between the Plan and this Agreement, the Plan shall control and this Agreement shall be deemed to be modified accordingly.

11. Governing Law. To the extent not superseded by federal law, the laws of the State of Delaware shall control in all matters relating to this Agreement.

12. Counterparts; Facsimile Delivery. This Agreement may be executed simultaneously in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Executed counterparts may be delivered via facsimile transmission.

13. Compliance with Section 409A. The Company expressly reserves the right to modify or amend this Agreement without the consent of the Grantee if the Committee determines, in its sole discretion, that such modification or amendment is necessary or desirable for purposes of compliance with or exemption from the requirements of Section 409A of the Code or any regulations or other guidance issued thereunder; provided, however, that the Company shall have no liability whatsoever to the Grantee or any other person in the event that this Agreement is determined to be subject to and not in compliance with Section 409A of the Code.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Non-Qualified Stock Option Agreement, all as of the Grant Date set forth herein.

CROWN CRAFTS, INC.

By: _____
Chairman of the Committee

GRANTEE

EXHIBIT A
PERFORMANCE TARGETS

[To be completed as appropriate.]

EXHIBIT B

**EXERCISE OF NON-QUALIFIED
STOCK OPTION**

The undersigned Optionee under that certain Crown Crafts, Inc. Non-Qualified Stock Option Agreement dated as of _____
_____ (the "Agreement"), hereby exercises the Non-Qualified Stock Option granted under the Agreement
for the following number of shares of Common Stock, subject to the terms and conditions of the Agreement:

Number of shares being purchased
(must be a multiple of 100 or full exercise):

Total purchase price submitted herewith:

\$ _____

(Signature)

(Date)

CROWN CRAFTS, INC.
2006 OMNIBUS INCENTIVE PLAN
NON-QUALIFIED STOCK OPTION AGREEMENT

Grantee:	Number of Shares:	Date of Grant:
_____	_____	_____
Expiration Date*:	Exercise Price Per Share:	
_____	\$ _____	
Vesting Dates and Amounts * :	Exercisability Dates * :	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

THIS NON-QUALIFIED STOCK OPTION AGREEMENT (this "Agreement") is made and entered into as of the date of the grant set forth above (the "Grant Date"), by and between Crown Crafts, Inc., a Delaware corporation ("Crown Crafts"), and the above-named individual (the "Grantee").

W I T N E S S E T H:

WHEREAS, Crown Crafts has established the "Crown Crafts, Inc., 2006 Omnibus Incentive Plan" (the "Plan") to advance the interests of Crown Crafts and any parent or subsidiary corporation of Crown Crafts (together with Crown Crafts, referred to collectively as the "Company") by, among other things, strengthening the Company's ability to attract and retain qualified individuals to serve as directors of the Company; and

WHEREAS, pursuant to the provisions of the Plan, the Compensation Committee (the "Committee") of the Board of Directors (the "Board") authorized a grant of an option to acquire capital stock of Crown Crafts to the Grantee as reflected herein on the Grant Date, the Board approved such grant on the Grant Date, and the Committee has the full power and authority to direct the execution and delivery of this Agreement in the name and on behalf of Crown Crafts in order to evidence and to set forth fully the terms of said grant.

NOW, THEREFORE, the parties hereto agree as follows:

 * Subject to acceleration as provided in Sections 3 and 4 hereof.

1. Grant of Option. Subject and pursuant to all terms and conditions stated in this Agreement and in the Plan, which is incorporated herein by this reference and made a part hereof as though fully set forth herein, Crown Crafts grants to the Grantee on the Grant Date a non-qualified stock option (the “Option”) to purchase the number of shares of Crown Crafts’ common stock, \$0.01 par value per share (“Common Stock”), set forth above (the “Option Shares”), at the exercise price per share set forth above (the “Per-Share Price”), on or before the expiration date set forth above (the “Expiration Date”). Unless sooner vested pursuant to Section 3 or 4 hereof, the Option shall become vested to the Grantee in accordance with the vesting schedule set forth above (each such date upon which all or any part of the Option shall vest, a “Vesting Date”) so long as (i) the Grantee remains a director of the Company throughout the period commencing on the Grant Date and continuing through the applicable Vesting Date and (ii) the performance targets, if any, set forth on Exhibit A attached hereto with respect to such Vesting Date have been met. The Grantee hereby accepts the Option on such terms and conditions. The Grantee shall, subject to the limitations of this Agreement and the Plan, have the right to exercise the Option under the exercisability schedule set forth above (each such date upon which all or any part of the Option shall first become exercisable, an “Exercisability Date”) by purchasing all or any part of the Option Shares then available for purchase under the vesting schedule set forth above.

2. Exercise of Option. The Grantee may exercise all or any part of the Option by delivering written notice to the Committee (in the form attached hereto as Exhibit B) of the number of Option Shares (in a multiple of 100, except in the case of a full exercise of the remaining vested portion of the Option) to be purchased together with payment in an amount equal to the product of the Per-Share Price times the number of Option Shares to be purchased (the “Exercise Price”) made in one of the following forms or a combination thereof:

(a) Payment in Cash. The Committee may require the Grantee to make a cash payment to the Company equal to the amount of the Exercise Price; or

(b) Payment in Shares. The Grantee may request, in lieu of cash payment, that the Company either accept shares (of the same class as the Option Shares) owned by the Grantee or withhold Option Shares, each as more fully described below. If the Committee grants any such request in whole or in part, in its sole and absolute discretion, any shares so accepted or withheld by the Company under this paragraph (b) shall be valued at their fair market value, as determined in good faith by the Board. In no such event shall any fractional shares be accepted or withheld, and thus any deficiency remaining after the acceptance or withholding of whole shares shall be satisfied by the Grantee in cash.

In the event the Committee has indicated to the Grantee that it will permit payment of the Exercise Price to be made in whole or in part with previously issued stock owned by the Grantee, the stock certificates evidencing the surrendered shares shall accompany the notice of exercise and shall be duly endorsed or accompanied by duly executed stock powers to transfer the same to the Company. In the event that the Committee has indicated to the Grantee that it will permit payment of the Exercise Price to be made in whole or in part with Option Shares, the notice of exercise need not be accompanied by any stock certificates but shall include a statement directing the Company to retain that number of Option Shares as shall equal the number of shares that would have been

surrendered to the Company by the Grantee if the Exercise Price had been paid with previously issued stock.

In the event the Grantee does not make such payment when requested, the Company may refuse to issue or cause to be delivered any shares under this Agreement or any other incentive plan agreement entered into by the Grantee and the Company until such payment has been made or arrangements for such payment satisfactory to the Company have been made.

Such notice of exercise shall be sent to the Committee at Crown Crafts, Inc., 916 South Burnside Avenue, P.O. box 1028, Gonzales, LA 70737, Attention: Chairman. The Option shall be deemed to have been exercised on the date the written notice and required consideration are received on behalf of the Committee.

3. Vesting and Exercisability of Option Following Termination of Service as a Director.

(a) Termination of Service Prior to Exercisability Date of Option. In the case of any termination of the Grantee's service as a director of the Company, voluntarily or involuntarily, prior to an Exercisability Date, and other than under the circumstances described in Section 4 hereof, the following provisions shall apply:

(1) Unvested Portion of Option. Any unvested portion of the Option shall immediately terminate upon the date the service of the Grantee as a director of the Company terminates; provided, however, that in the event such termination occurs due to Death or Disability (as each such term is defined in the Plan), then the Committee, in its sole and absolute discretion, may cause all or any part of such unvested portion of the Option to become fully vested immediately upon the date of such termination (and thus become immediately exercisable and otherwise subject to the terms and conditions of subparagraph (2) immediately below).

(2) Vested Portion of Option. Any vested but theretofore unexercisable portion of the Option (including any portion of the Option that vests in the discretion of the Committee pursuant to subparagraph (1) immediately above) shall become immediately exercisable but shall terminate effective three (3) months after the date the service of the Grantee as a director of the Company terminates; provided, however, that in the event such termination occurs due to either Disability or Death, such vested portion of the Option may be exercised at any time (i) within one (1) year from such Disability (but in all events prior to the Expiration Date), or (ii) prior to the Expiration Date in the case of termination by reason of Death.

(b) Termination of Service On or After Exercisability Date of Option. In the case of any termination of the Grantee's service as a director of the Company, voluntarily or involuntarily, on or after an Exercisability Date, any vested and theretofore exercisable (but unexercised) portion of the Option shall terminate three (3) months after the date the service of the Grantee as a director of the Company terminates; provided, however, that in the event such termination occurs due to Disability or Death, the Option may be exercised at any time (i) within one (1) year from such Disability (but

in all events prior to the Expiration Date) or (ii) prior to the Expiration Date in the case of termination by reason of Death.

4. Vesting and Exercisability of Option Following Change in Control. As provided in Section 7.1 of the Plan, any unvested and/or unexercisable portion of the Option shall automatically become fully and immediately vested and exercisable on the day immediately preceding the date of the consummation of any Change in Control as defined in the Plan (or sooner, in the discretion of the Committee).

5. Legal Restrictions. If in the opinion of legal counsel for the Company the issuance or sale of any Option Shares would not be lawful for any reason, including, without limitation, the inability of the Company to obtain from any governmental authority or regulatory body having jurisdiction the authority deemed by such counsel to be necessary to such issuance or sale, the Company shall not be obligated to issue or sell any Option Shares pursuant to the exercise of this Option to the Grantee or any other authorized person unless a registration statement that complies with the provisions of the Securities Act of 1933, as amended (the "Act"), in respect of such Option Shares is in effect at the time thereof, or other appropriate action has been taken under and pursuant to the terms and provisions of the Act, or the Company receives evidence satisfactory to such counsel that the issuance and sale of such Option Shares, in the absence of an effective registration statement or other appropriate action, would not constitute a violation of the Act or any applicable state securities law. It is further agreed that the Company is in no event obligated to register any Option Shares, to comply with any exemption from registration requirements or to take any other action which may be required in order to permit, or to remedy or remove any prohibition or limitation on, the issuance or sale of such Option Shares to the Grantee. The Grantee further acknowledges that the Act and/or applicable state securities laws may restrict the right and govern the manner in which the Grantee may dispose of Option Shares, and the Grantee agrees not to offer, sell or otherwise dispose of any such shares in a manner which would violate the Act or any other federal or state law.

6. No Rights as Shareholder. Neither the Grantee nor any other person authorized to purchase Common Stock upon exercise of this Option shall have any interest in or shareholder rights with respect to any shares of the Common Stock which are subject to this Option until such shares have been issued and delivered to the Grantee or such other person.

7. Withholding Taxes. As a condition of exercise of this Option, the Committee may, in its sole discretion, withhold or require the Grantee to pay or reimburse the Company for any taxes which the Company determines are required to be withheld in connection with the grant or any exercise of this Option.

8. Heirs and Successors. This Agreement and all terms and conditions hereof shall be binding upon the parties hereto, and their successors, heirs, legatees and legal representatives.

9. Nontransferability; Who May Exercise. Neither this Agreement nor the Option granted hereby may be transferred or assigned, other than by will or the laws of descent and distribution, and the Option may not be exercised by any person other than the Grantee during the Grantee's lifetime.

10. Plan Controls. Copies of the Plan will be made available to the Grantee upon request. In the event of any conflict between the Plan and this Agreement, the Plan shall control and this Agreement shall be deemed to be modified accordingly.

11. Governing Law. To the extent not superseded by federal law, the laws of the State of Delaware shall control in all matters relating to this Agreement.

12. Counterparts; Facsimile Delivery. This Agreement may be executed simultaneously in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Executed counterparts may be delivered via facsimile transmission.

13. Compliance with Section 409A. The Company expressly reserves the right to modify or amend this Agreement without the consent of the Grantee if the Committee determines, in its sole discretion, that such modification or amendment is necessary or desirable for purposes of compliance with or exemption from the requirements of Section 409A of the Code or any regulations or other guidance issued thereunder; provided, however, that the Company shall have no liability whatsoever to the Grantee or any other person in the event that this Agreement is determined to be subject to and not in compliance with Section 409A of the Code.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Non-Qualified Stock Option Agreement, all as of the Grant Date set forth herein.

CROWN CRAFTS, INC.

By: _____
Chairman of the Committee

GRANTEE

EXHIBIT A
PERFORMANCE TARGETS

[To be completed as appropriate.]

EXHIBIT B

**EXERCISE OF NON-QUALIFIED
STOCK OPTION**

The undersigned Optionee under that certain Crown Crafts, Inc. Non-Qualified Stock Option Agreement dated as of _____ (the “Agreement”), hereby exercises the Non-Qualified Stock Option granted under the Agreement for the following number of shares of Common Stock, subject to the terms and conditions of the Agreement:

Number of shares being purchased
(must be a multiple of 100 or full exercise):

Total purchase price submitted herewith:

\$ _____

(Signature)

(Date)

CROWN CRAFTS, INC.
2006 OMNIBUS INCENTIVE PLAN
RESTRICTED STOCK GRANT AGREEMENT

Grantee:	Number of Shares:	Date of Grant:
_____	_____	_____
Vesting Date *:	Closing Price at Date of Grant:	
_____	\$ _____ per Share	

THIS RESTRICTED STOCK GRANT AGREEMENT (this "Agreement") is made and entered into as of the date of the grant set forth above (the "Grant Date") by and between Crown Crafts, Inc., a Delaware corporation ("Crown Crafts"), and the above named individual (the "Grantee").

W I T N E S S E T H:

WHEREAS, Crown Crafts has established the "Crown Crafts, Inc. 2006 Omnibus Incentive Plan" (the "Plan") to advance the interests of Crown Crafts and any parent or subsidiary corporation of Crown Crafts (together with Crown Crafts, referred to collectively as the "Company") by strengthening the Company's ability to attract and retain individuals of training, experience and ability in the employ of the Company and to furnish additional incentive to such key employees to promote the Company's financial success; and

WHEREAS, pursuant to the provisions of the Plan, the Compensation Committee (the "Committee") of the Board of Directors of Crown Crafts (the "Board") authorized a grant of restricted capital stock of Crown Crafts to the Grantee as reflected herein on the Grant Date, the Board approved such grant on the Grant Date, and the Committee has the full power and authority to direct the execution and delivery of this Agreement in the name and on behalf of Crown Crafts in order to evidence and to set forth fully the terms of said grant.

NOW, THEREFORE, the parties hereto agree as follows:

1. Grant of Shares. Subject and pursuant to all terms and conditions stated in this Agreement and in the Plan, which is incorporated herein by this reference and made a part hereof as though fully set forth herein, Crown Crafts grants to the Grantee on the Grant Date the number of shares of Crown Crafts' common stock, \$0.01 par value per share ("Common Stock"), set forth above (the "Shares"). The Grantee hereby accepts the Shares on such terms and conditions.

* Subject to acceleration as provided in Sections 2(b) and 3 hereof.

2. Vesting/Forfeiture of Shares: Employment Termination.

(a) In General. Unless sooner vested pursuant to Section 3 hereof, all the Shares shall become fully vested to the Grantee on the vesting date set forth above (the "Vesting Date") so long as the Grantee remains employed with the Company throughout the period commencing on the Grant Date through the Vesting Date. Subject to the provisions of paragraph (b) immediately below, in the event that the Grantee's employment with the Company terminates for any reason prior to the Vesting Date, all the Shares shall be forfeited to the Company and cancelled on the date of such termination.

(b) Discretion to Accelerate Vesting. In the event that the Grantee's employment with the Company terminates prior to the Vesting Date due to Retirement, then the Committee, in its sole and absolute discretion, may cause all or any part of the Shares nevertheless to become fully vested on the Vesting Date (or sooner, in the discretion of the Committee). In the event that the Grantee's employment with the Company terminates prior to the Vesting Date due to either Disability or Death, then all of the Shares nevertheless shall become fully vested on the Vesting Date, provided that the Committee, in its sole and absolute discretion, may cause all or any part of the Shares to become fully vested prior to the Vesting Date. For purposes of this paragraph (b), the following terms shall have the following meanings:

(1) Death. The date of death of the Grantee as established by the relevant death certificate.

(2) Disability. The date on which the Grantee becomes permanently and totally disabled within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), which shall be determined by the Committee on the basis of such medical or other evidence as it may reasonably require or deem appropriate.

(3) Retirement. The date of termination of the Grantee's employment either (i) under conditions which would constitute "normal retirement" or "early retirement" under any tax qualified retirement plan maintained by the Company or (ii) after attaining age 65.

3. Vesting of Shares: Change in Control. As provided in Section 7.1 of the Plan, all unvested Shares not previously forfeited and cancelled pursuant to Section 2(a) hereof shall become immediately and fully vested in the Grantee on the day immediately preceding the date of the consummation of any Change in Control as defined in the Plan (or sooner, in the discretion of the Committee).

4. Section 83(b) Election. If the grant of the Shares would not be taxable under the provisions of Section 83(a) of the Code, as a result of the forfeiture and restriction on transferability provisions contained herein, then the Grantee shall be authorized, in the Grantee's discretion, to make an election to be taxed on the grant of the Shares under Section 83(b) of the Code. To effect such election, the Grantee shall file an appropriate election with the Internal Revenue Service and shall submit a copy of any such election to the Company within thirty (30) days after the grant of the Shares and otherwise in accordance with applicable Treasury Regulations. The Company's

copy of the election shall be sent to the Committee at Crown Crafts, Inc., 916 South Burnside Avenue, P.O. Box 1028, Gonzales, LA 70737, Attention: Chairman.

THE GRANTEE ACKNOWLEDGES THAT IT IS THE GRANTEE'S SOLE RESPONSIBILITY AND NOT THE COMPANY'S TO FILE TIMELY THE ELECTION UNDER SECTION 83(b) OF THE CODE, IN THE EVENT THAT THE GRANTEE DESIRES TO MAKE THE ELECTION.

5. Withholding Taxes. The Grantee acknowledges that he or she generally will be required to recognize income for federal, state or local income tax purposes upon the vesting of the Shares (or upon the grant of the Shares, if the Grantee makes an election with respect to the Shares pursuant to Section 83(b) of the Code, as more fully described in Section 4 hereof), and that such income generally will be subject to withholding of tax by the Company (the "Tax"). The Grantee agrees that the Company, in its discretion, may withhold such Tax in any of the following ways:

(a) The Company may withhold an appropriate amount from any compensation or any other payment of any kind then payable or which may become payable to the Grantee.

(b) The Committee may require the Grantee to make a cash payment to the Company equal to the amount of withholding required in the opinion of the Company.

(c) The Grantee may request, in lieu of cash payment, that the Company accept shares of Common Stock already owned by the Grantee or withhold a portion of the Shares, each as more fully described below. If the Committee grants any such request in whole or in part, in its sole and absolute discretion, any shares so accepted or withheld by the Company under this paragraph (c) shall be valued at their fair market value, as determined in good faith by the Board. In no such event shall any fractional shares be accepted or withheld, and thus any deficiency remaining after the acceptance or withholding of whole shares shall be satisfied by the Grantee in cash.

In the event the Committee permits payment of the Tax or any portion thereof to be made in whole or in part with previously issued shares of Common Stock owned by the Grantee, the stock certificates evidencing the shares so to be used shall be surrendered to the Company by the date determined by the Company for such surrender and shall be duly endorsed or accompanied by duly executed stock powers to transfer the same to the Company. In the event the Committee permits payment of the tax to be made in whole or in part with a portion of the Shares, the Grantee need not surrender any stock certificates but shall provide upon request a written statement directing the Company to retain that number of Shares as shall equal the number of shares of Common Stock that would have been surrendered to the Company if the Tax had been paid with previously issued stock.

In the event Grantee does not make such payment when requested, the Company may refuse to issue or cause to be delivered any Shares under this Agreement or any other incentive plan agreement entered into by the Grantee and the Company until such payment has been made or arrangements for such payment satisfactory to the Company have been made.

6. Escrow and Delivery of Shares.

(a) Escrow; Legend. The Shares shall be issued in the name of the Grantee as soon as reasonably practicable after the Grantee has executed this Agreement and a Stock Power substantially in the form attached hereto as Exhibit A. Prior to the time the restrictions on the Shares lapse pursuant to Section 2 hereof, the Shares may not be sold, transferred or otherwise disposed of and shall not be pledged or otherwise hypothecated, but the Grantee shall have all other rights of a stockholder with respect to the Shares as set forth in Section 7 hereof. Certificates representing the Shares shall be held by the Company in escrow and shall remain in the custody of the Company until their delivery to the Grantee or his estate as set forth in paragraph (b) immediately below or their forfeiture to the Company as set forth in Section 2(a) hereof. Each such stock certificate shall bear a legend in substantially the following form:

This certificate and the shares of stock represented hereby are subject to the terms and conditions (including forfeiture and restrictions against transfer) contained in the Crown Crafts, Inc. 2006 Omnibus Incentive Plan (the "Plan") and a Restricted Stock Grant Agreement (the "Agreement") between the registered owner of the shares represented hereby and Crown Crafts, Inc. Release from such terms and conditions shall be made only in accordance with the provisions of the Plan and the Agreement, copies of which are on file in the office of the Secretary of Crown Crafts, Inc.

(b) Delivery. As soon as practical following the lapse of the restrictions pursuant to Section 2 hereof (or following the vesting of Shares by reason of a Change in Control pursuant to Section 3 hereof), provided the Grantee has satisfied all applicable withholding requirements with respect thereto, the Company shall issue new certificates which shall not bear the legend set forth in paragraph (a) immediately above; provided, however, that the Shares will be delivered only in compliance with all applicable federal and state securities and other laws.

7. Voting Rights; Dividends; Capital Changes. The Grantee shall have the full power to vote all of the Shares (including any unvested Shares) from time to time and shall be entitled to receive all dividends declared upon any of the Shares (including any unvested Shares) from time to time (net of any applicable withholding taxes). The Grantee hereby acknowledges that any cash dividends declared upon unvested Shares shall be payable to the Grantee solely in cash and shall not be eligible for reinvestment in any dividend reinvestment program administered by the Company. All shares of capital stock or other securities issued with respect to any of the Shares or in substitution thereof, whether by the Company or by another issuer, shall be subject to all of the terms of this Agreement and may be forfeited to the Company under Section 2(a) hereof under the same circumstances as the Shares with respect to, or in substitution for, which they were issued.

8. No Rights to Employment. Neither this Agreement nor the Plan shall confer upon the Grantee any rights of employment with the Company, including, without limitation, any right to continue in the employ of the Company, or shall affect the right of the Company to terminate the employment of the Grantee at any time, with or without cause.

9. Heirs and Successors. This Agreement and all terms and conditions hereof shall be binding upon the parties hereto, and their successors, heirs, legatees and legal representatives.

10. Plan Controls. Copies of the Plan will be made available to the Grantee upon request. In the event of any conflict between the Plan and this Agreement, the Plan shall control and this Agreement shall be deemed to be modified accordingly.

11. Governing Law. To the extent not superseded by federal law, the laws of the State of Delaware shall control in all matters relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Restricted Stock Grant Agreement, all as of the Grant Date set forth herein.

CROWN CRAFTS, INC.

By: _____
Chairman of the Committee

GRANTEE

STOCK POWER

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____

(_____) shares of the \$0.01 par value per share Common Stock of **Crown Crafts, Inc.** standing in his/her name on the books of said Corporation, represented by Certificate No. _____, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said stock on the books of said Corporation with full power of substitution in the premises.

Dated: _____

Print Name: _____

GUARANTEE:

CROWN CRAFTS, INC.
2006 OMNIBUS INCENTIVE PLAN
RESTRICTED STOCK GRANT AGREEMENT

Grantee:	Number of Shares:	Date of Grant:
_____	_____	_____
Vesting Date*:	Closing Price at Date of Grant:	
_____	\$ _____ per Share:	

THIS RESTRICTED STOCK GRANT AGREEMENT (this "Agreement") is made and entered into as of the date of the grant set forth above (the "Grant Date") by and between Crown Crafts, Inc., a Delaware corporation ("Crown Crafts"), and the above named individual (the "Grantee").

W I T N E S S E T H:

WHEREAS, Crown Crafts has established the "Crown Crafts, Inc. 2006 Omnibus Incentive Plan" (the "Plan") to advance the interests of Crown Crafts and any parent or subsidiary corporation of Crown Crafts (together with Crown Crafts, referred to collectively as the "Company") by strengthening the Company's ability to attract and retain individuals of training, experience and ability in the employ of the Company and to furnish additional incentive to such key employees to promote the Company's financial success; and

WHEREAS, pursuant to the provisions of the Plan, the Compensation Committee (the "Committee") of the Board of Directors of Crown Crafts (the "Board") authorized a grant of restricted capital stock of Crown Crafts to the Grantee as reflected herein on the Grant Date, the Board approved such grant on the Grant Date, and the Committee has the full power and authority to direct the execution and delivery of this Agreement in the name and on behalf of Crown Crafts in order to evidence and to set forth fully the terms of said grant.

NOW, THEREFORE, the parties hereto agree as follows:

1. Grant of Shares. Subject and pursuant to all terms and conditions stated in this Agreement and in the Plan, which is incorporated herein by this reference and made a part hereof as though fully set forth herein, Crown Crafts grants to the Grantee on the Grant Date the number of shares of Crown Crafts' common stock, \$0.01 par value per share ("Common Stock"), set forth above (the "Shares"). The Grantee hereby accepts the Shares on such terms and conditions.

* Subject to acceleration as provided in Sections 2(b) and 3 hereof.

2. Vesting/Forfeiture of Shares: Employment Termination.

(a) In General. Unless sooner vested pursuant to Section 3 hereof, all the Shares shall become fully vested to the Grantee on the vesting date set forth above (the "Vesting Date") so long as the Grantee remains employed with the Company throughout the period commencing on the Grant Date through the Vesting Date. Subject to the provisions of paragraph (b) immediately below, in the event that the Grantee's employment with the Company terminates for any reason prior to the Vesting Date, all the Shares shall be forfeited to the Company and cancelled on the date of such termination.

(b) Discretion to Accelerate Vesting. In the event that the Grantee's employment with the Company terminates prior to the Vesting Date due to Retirement, then the Committee, in its sole and absolute discretion, may cause all or any part of the Shares nevertheless to become fully vested on the Vesting Date (or sooner, in the discretion of the Committee). In the event that the Grantee's employment with the Company terminates prior to the Vesting Date due to either Disability or Death, then all of the Shares nevertheless shall become fully vested on the Vesting Date, provided that the Committee, in its sole and absolute discretion, may cause all or any part of the Shares to become fully vested prior to the Vesting Date. For purposes of this paragraph (b), the following terms shall have the following meanings:

(1) Death. The date of death of the Grantee as established by the relevant death certificate.

(2) Disability. The date on which the Grantee becomes permanently and totally disabled within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), which shall be determined by the Committee on the basis of such medical or other evidence as it may reasonably require or deem appropriate.

(3) Retirement. The date of termination of the Grantee's employment either (i) under conditions which would constitute "normal retirement" or "early retirement" under any tax qualified retirement plan maintained by the Company or (ii) after attaining age 65.

3. Vesting of Shares: Change in Control. As provided in Section 7.1 of the Plan, all unvested Shares not previously forfeited and cancelled pursuant to Section 2(a) hereof shall become immediately and fully vested in the Grantee on the day immediately preceding the date of the consummation of any Change in Control as defined in the Plan (or sooner, in the discretion of the Committee).

4. Section 83(b) Election. If the grant of the Shares would not be taxable under the provisions of Section 83(a) of the Code, as a result of the forfeiture and restriction on transferability provisions contained herein, then the Grantee shall be authorized, in the Grantee's discretion, to make an election to be taxed on the grant of the Shares under Section 83(b) of the Code. To effect such election, the Grantee shall file an appropriate election with the Internal Revenue Service and shall submit a copy of any such election to the Company within thirty (30) days after the grant of the Shares and otherwise in accordance with applicable Treasury Regulations. The Company's

copy of the election shall be sent to the Committee at Crown Crafts, Inc., 916 South Burnside Avenue, P.O. Box 1028, Gonzales, LA 70737, Attention: Chairman.

THE GRANTEE ACKNOWLEDGES THAT IT IS THE GRANTEE'S SOLE RESPONSIBILITY AND NOT THE COMPANY'S TO FILE TIMELY THE ELECTION UNDER SECTION 83(b) OF THE CODE, IN THE EVENT THAT THE GRANTEE DESIRES TO MAKE THE ELECTION.

5. Withholding Taxes. The Grantee acknowledges that he or she generally will be required to recognize income for federal, state or local income tax purposes upon the vesting of the Shares (or upon the grant of the Shares, if the Grantee makes an election with respect to the Shares pursuant to Section 83(b) of the Code, as more fully described in Section 4 hereof), and that such income generally will be subject to withholding of tax by the Company (the "Tax"). The Grantee agrees that the Company, in its discretion, may withhold such Tax in any of the following ways:

(a) The Company may withhold an appropriate amount from any compensation or any other payment of any kind then payable or which may become payable to the Grantee.

(b) The Committee may require the Grantee to make a cash payment to the Company equal to the amount of withholding required in the opinion of the Company.

(c) The Grantee may request, in lieu of cash payment, that the Company accept shares of Common Stock already owned by the Grantee or withhold a portion of the Shares, each as more fully described below. If the Committee grants any such request in whole or in part, in its sole and absolute discretion, any shares so accepted or withheld by the Company under this paragraph (c) shall be valued at their fair market value, as determined in good faith by the Board. In no such event shall any fractional shares be accepted or withheld, and thus any deficiency remaining after the acceptance or withholding of whole shares shall be satisfied by the Grantee in cash.

In the event the Committee permits payment of the Tax or any portion thereof to be made in whole or in part with previously issued shares of Common Stock owned by the Grantee, the stock certificates evidencing the shares so to be used shall be surrendered to the Company by the date determined by the Company for such surrender and shall be duly endorsed or accompanied by duly executed stock powers to transfer the same to the Company. In the event the Committee permits payment of the tax to be made in whole or in part with a portion of the Shares, the Grantee need not surrender any stock certificates but shall provide upon request a written statement directing the Company to retain that number of Shares as shall equal the number of shares of Common Stock that would have been surrendered to the Company if the Tax had been paid with previously issued stock.

In the event Grantee does not make such payment when requested, the Company may refuse to issue or cause to be delivered any Shares under this Agreement or any other incentive plan agreement entered into by the Grantee and the Company until such payment has been made or arrangements for such payment satisfactory to the Company have been made.

6. Escrow and Delivery of Shares.

(a) Escrow; Legend. The Shares shall be issued in the name of the Grantee as soon as reasonably practicable after the Grantee has executed this Agreement and a Stock Power substantially in the form attached hereto as Exhibit A. Prior to the time the restrictions on the Shares lapse pursuant to Section 2 hereof, the Shares may not be sold, transferred or otherwise disposed of and shall not be pledged or otherwise hypothecated, but the Grantee shall have all other rights of a stockholder with respect to the Shares as set forth in Section 7 hereof. Certificates representing the Shares shall be held by the Company in escrow and shall remain in the custody of the Company until their delivery to the Grantee or his estate as set forth in paragraph (b) immediately below or their forfeiture to the Company as set forth in Section 2(a) hereof. Each such stock certificate shall bear a legend in substantially the following form:

This certificate and the shares of stock represented hereby are subject to the terms and conditions (including forfeiture and restrictions against transfer) contained in the Crown Crafts, Inc. 2006 Omnibus Incentive Plan (the "Plan") and a Restricted Stock Grant Agreement (the "Agreement") between the registered owner of the shares represented hereby and Crown Crafts, Inc. Release from such terms and conditions shall be made only in accordance with the provisions of the Plan and the Agreement, copies of which are on file in the office of the Secretary of Crown Crafts, Inc.

(b) Delivery. As soon as practical following the lapse of the restrictions pursuant to Section 2 hereof (or following the vesting of Shares by reason of a Change in Control pursuant to Section 3 hereof), provided the Grantee has satisfied all applicable withholding requirements with respect thereto, the Company shall issue new certificates which shall not bear the legend set forth in paragraph (a) immediately above; provided, however, that the Shares will be delivered only in compliance with all applicable federal and state securities and other laws.

7. Voting Rights; Dividends; Capital Changes. The Grantee shall have the full power to vote all of the Shares (including any unvested Shares) from time to time and shall be entitled to receive all dividends declared upon any of the Shares (including any unvested Shares) from time to time (net of any applicable withholding taxes). The Grantee hereby acknowledges that any cash dividends declared upon unvested Shares shall be payable to the Grantee solely in cash and shall not be eligible for reinvestment in any dividend reinvestment program administered by the Company. All shares of capital stock or other securities issued with respect to any of the Shares or in substitution thereof, whether by the Company or by another issuer, shall be subject to all of the terms of this Agreement and may be forfeited to the Company under Section 2(a) hereof under the same circumstances as the Shares with respect to, or in substitution for, which they were issued.

8. No Rights to Employment. Neither this Agreement nor the Plan shall confer upon the Grantee any rights of employment with the Company, including, without limitation, any right to continue in the employ of the Company, or shall affect the right of the Company to terminate the employment of the Grantee at any time, with or without cause.

9. Heirs and Successors. This Agreement and all terms and conditions hereof shall be binding upon the parties hereto, and their successors, heirs, legatees and legal representatives.

10. Plan Controls. Copies of the Plan will be made available to the Grantee upon request. In the event of any conflict between the Plan and this Agreement, the Plan shall control and this Agreement shall be deemed to be modified accordingly; provided, however, that, notwithstanding the foregoing, it is hereby agreed that Sections 7.2(a) and 7.2(b) of the Plan shall not be applicable to this Agreement or the granting or vesting of the Shares hereunder for any purpose.

11. Governing Law. To the extent not superseded by federal law, the laws of the State of Delaware shall control in all matters relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Restricted Stock Grant Agreement, all as of the Grant Date set forth herein.

CROWN CRAFTS, INC.

By: _____
Chairman of the Committee

GRANTEE

STOCK POWER

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____ (_____) shares of the \$0.01 par value per share Common Stock of **Crown Crafts, Inc.** standing in his/her name on the books of said Corporation, represented by Certificate No. _____, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said stock on the books of said Corporation with full power of substitution in the premises.

Dated: _____

Print Name: _____

GUARANTEE:

August 24, 2006

Securities and Exchange Commission
450 Fifth Street, N.W.
Washington, D.C. 20549

Re: Crown Crafts, Inc. – Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel to Crown Crafts, Inc., a Delaware corporation (the “Company”), in connection with the filing by the Company of a Registration Statement on Form S-8 (the “Registration Statement”) with the Securities and Exchange Commission (the “Commission”) registering under the Securities Act of 1933, as amended (the “Act”), 1,200,000 shares (the “Shares”) of the Company’s Series A common stock, \$0.01 par value per share, issuable pursuant to the Crown Crafts, Inc. 2006 Omnibus Incentive Plan (the “Plan”).

The opinion hereinafter set forth is given pursuant to Item 8 of Form S-8 and Item 601 of Regulation S-K. Such opinion is given solely for the benefit of the Commission and may be relied upon only by the Commission in connection with the Registration Statement and may not be used, circulated, quoted or referred to by or filed with any other person or entity, including any other governmental unit or agency, without first obtaining the express written consent of this firm.

In giving the opinion hereinafter set forth, we have examined and relied upon, among other things, the following: (i) the Plan; (ii) the Company’s Amended and Restated Certificate of Incorporation; (iii) the Company’s Bylaws; and (iv) originals or copies, certified or otherwise identified to our satisfaction, of such other agreements, documents, instruments and records as we have deemed necessary or appropriate under the circumstances for us to express the opinion hereinafter set forth. As to various factual matters that are material to our opinion, we have relied upon certificates of officers of the Company and certificates and orders of various public officials. In making the foregoing examinations, we assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to the original documents of all documents submitted to us as copies, the authority of the person or persons who executed each of such documents on behalf of any person or entity other than the Company, the correctness and accuracy of all certificates of officers of the Company and the correctness and accuracy of all certificates and orders of various public officials. We have also made such investigations of law as we have deemed appropriate.

Based upon and subject to the foregoing, we are of the opinion that the Shares, when issued in accordance with the terms and conditions of the Plan, will be validly issued, fully paid and non-assessable.

Securities and Exchange Commission
August 24, 2006
Page 2

Our conclusions are limited to the matters expressly set forth as our “opinion” in the immediately preceding paragraph, and no opinion is implied or to be inferred beyond the matters expressly so stated. Such opinion is given as of the date hereof, and we expressly decline any undertaking to revise or update such opinion subsequent to the date hereof or to advise the Commission of any matter arising subsequent to the date hereof that would cause us to modify, in whole or in part, such opinion.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving the foregoing consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,
/s/ Rogers & Hardin
ROGERS & HARDIN

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report relating to the financial statements and financial statement schedule of Crown Crafts, Inc. and subsidiaries dated June 13, 2006, appearing in the Annual Report on Form 10-K of Crown Crafts, Inc. for the year ended April 2, 2006.

/s/ Deloitte & Touche LLP
New Orleans, Louisiana
August 23, 2006