

SCHEDULE 13D

CUSIP NO. 479167 10 8

PAGE 1 OF 16 PAGES

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

SCHEDULE 13D  
UNDER THE SECURITIES EXCHANGE ACT OF 1934  
(AMENDMENT NO. 7)\*

JOHNSON OUTDOORS INC.

(Name of Issuer)

Class A Common Stock, par value \$.05 per share

(Title of Class of Securities)

479167 10 8

(CUSIP Number)

Linda L. Mallon  
555 Main Street  
Suite 500  
Racine, Wisconsin 53403  
(262) 260-4046

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

February 9, 2005

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See ss.240.13d-7 for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP NO. 479167 10 8

PAGE 2 OF 16 PAGES

1 NAME OF REPORTING PERSON  
Helen P. Johnson-Leipold  
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (A)   
(See Instructions) (B)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)  
SC and BK

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

6 CITIZENSHIP OR PLACE OF ORGANIZATION  
United States

NUMBER OF	7	SOLE VOTING POWER 342,587 shares (1)(3)
SHARES BENEFICIALLY OWNED	8	SHARED VOTING POWER 1,948,746 shares (2)(3)(4)
BY EACH REPORTING PERSON	9	SOLE DISPOSITIVE POWER 342,587 shares (1)(3)
WITH	10	SHARED DISPOSITIVE POWER 1,948,746 shares (2)(3)(4)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  2,291,333 shares (1)(2)(3)(4)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input checked="" type="checkbox"/>  X  See Item 5	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 25.7% of the Class A Common Stock (1)(2)(3)(4)(5)	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

(1) Includes options and rights to acquire 14,143 shares of Class A Common Stock are exercisable within 60 days and the 3,932 shares of Class A Common Stock held in the Reporting Person's 401(k) plan as of November 1, 2004.

(2) Includes options and rights to acquire 49,998 shares of Class A Common Stock and up to 6,250 shares of Class B Common Stock that are exercisable within 60 days.

(3) Includes shares of Class B Common Stock beneficially owned by the Reporting Person which are convertible at any time into Class A Common Stock on a one share-for-one share basis.

(4) Includes shares of Class A Common Stock and Class B Common Stock held of record by entities owned jointly by the Reporting Person and certain other Reporting Persons.

(5) Based on 7,625,331 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of February 14, 2005, as reported on the Johnson Outdoors Inc. Form 14A Definitive Proxy Statement, filed with the Securities and Exchange Commission on February 15, 2005, and 64,131 options and rights held by Ms. Johnson-Leipold to purchase shares of Class A Common Stock and 6,250 shares of Class B Common Stock that are exercisable within 60 days.

SCHEDULE 13D

CUSIP NO. 479167 10 8

PAGE 3 OF 16 PAGES

1 NAME OF REPORTING PERSON  
Imogene P. Johnson  
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (A)   
(See Instructions) (B)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)  
SC and BK

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

6 CITIZENSHIP OR PLACE OF ORGANIZATION  
United States

NUMBER OF	7	SOLE VOTING POWER 177,788 shares(1)
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SHARES BENEFICIALLY OWNED	8	SHARED VOTING POWER 2,446,858 shares (2)
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BY EACH REPORTING	9	SOLE DISPOSITIVE POWER 177,788 shares(1)
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PERSON WITH	10	SHARED DISPOSITIVE POWER 2,446,858 shares (2)
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11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
2,624,646 shares (1)(2)

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN  
SHARES (See Instructions)   
See Item 5

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
29.2% of the Class A Common Stock (1)(2)(3)

14 TYPE OF REPORTING PERSON (See Instructions)  
IN

(1) Includes options and rights to acquire 127,489 shares of Class A Common Stock and up to 6,250 shares of Class B Common Stock that are exercisable within 60 days.

(2) Includes shares of Class B Common Stock beneficially owned by the Reporting Person which are convertible at any time into Class A Common Stock on a one share-for-one share basis.

(3) Based on 7,625,331 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of February 14, 2004, as reported on the Johnson Outdoors Inc. Form 14A Definitive Proxy Statement, filed with the Securities and Exchange Commission on February 15, 2005, and 127,489 options and rights held by Ms. Johnson-Leipold to purchase shares of Class A Common Stock and 6,250 shares of Class B Common Stock that are exercisable within 60 days.

SCHEDULE 13D

CUSIP NO. 479167 10 8

PAGE 4 OF 16 PAGES

- 1 NAME OF REPORTING PERSON  
 Samuel C. Johnson 1988 Trust Number One u/a September 14, 1988  
 S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)  
 20-6217605
- 2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (A)   
 (See Instructions) (B)
- 3 SEC USE ONLY
- 4 SOURCE OF FUNDS (See Instructions)  
 SC and BK
- 5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED  
 PURSUANT TO ITEMS 2(d) or 2(e) [ ]
- 6 CITIZENSHIP OR PLACE OF ORGANIZATION  
 Wisconsin
- |                                 |    |  |
|---------------------------------|----|--|
| NUMBER<br>OF                    | 7  | SOLE VOTING POWER<br>0 shares                    |
| SHARES<br>BENEFICIALLY<br>OWNED | 8  | SHARED VOTING POWER<br>2,046,858 shares (1)      |
| BY<br>EACH<br>REPORTING         | 9  | SOLE DISPOSITIVE POWER<br>0 shares               |
| PERSON<br>WITH                  | 10 | SHARED DISPOSITIVE POWER<br>2,046,858 shares (1) |
- 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
 2,046,858 shares (1)
- 12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN  
 SHARES (See Instructions) See Item 5
- 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
 23.1% of the Class A Common Stock (1)(2)
- 14 TYPE OF REPORTING PERSON (See Instructions)  
 00\*

\* The Reporting Person is a trust.

(1) Includes shares of Class B Common Stock beneficially owned by the Reporting Person which are convertible at any time into Class A Common Stock on a one share-for-one share basis.

(2) Based on 7,625,331 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of February 14, 2004, as reported on the Johnson Outdoors Inc. Form 14A Definitive Proxy Statement, filed with the Securities and Exchange Commission on February 15, 2005.

SCHEDULE 13D

CUSIP NO. 479167 10 8

PAGE 5 OF 16 PAGES

- 1 NAME OF REPORTING PERSON  
JWA Consolidated, Inc.  
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)  
39-156071
- 2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (A)   
(See Instructions) (B)
- 3 SEC USE ONLY
- 4 SOURCE OF FUNDS (See Instructions)  
SC and BK
- 5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED  
PURSUANT TO ITEMS 2(d) or 2(e)
- 6 CITIZENSHIP OR PLACE OF ORGANIZATION  
Wisconsin
- |                                 |    |  |
|---------------------------------|----|--|
| NUMBER<br>OF                    | 7  | SOLE VOTING POWER<br>114,464 shares              |
| SHARES<br>BENEFICIALLY<br>OWNED | 8  | SHARED VOTING POWER<br>1,037,330 shares (1)      |
| BY<br>EACH<br>REPORTING         | 9  | SOLE DISPOSITIVE POWER<br>114,464 shares         |
| PERSON<br>WITH                  | 10 | SHARED DISPOSITIVE POWER<br>1,037,330 shares (1) |
- 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
1,151,794 shares (1)
- 12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN  
SHARES (See Instructions)   
See Item 5
- 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
13.0% of the Class A Common Stock (1)(2)
- 14 TYPE OF REPORTING PERSON (See Instructions)  
CO

(1) Includes shares of Class B Common Stock beneficially owned by the Reporting Person which are convertible at any time into Class A Common Stock on a one share-for-one share basis.

(2) Based on 7,625,331 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of February 14, 2004, as reported on the Johnson Outdoors Inc. Form 14A Definitive Proxy Statement, filed with the Securities and Exchange Commission on February 15, 2005.

SCHEDULE 13D

CUSIP NO. 479167 10 8

PAGE 6 OF 16 PAGES

- 1 NAME OF REPORTING PERSON  
Johnson Bank  
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)  
39-1141446
- 2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (A)   
(See Instructions) (B)
- 3 SEC USE ONLY
- 4 SOURCE OF FUNDS (See Instructions)  
SC and BK
- 5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED  
PURSUANT TO ITEMS 2(d) or 2(e)
- 6 CITIZENSHIP OR PLACE OF ORGANIZATION  
Wisconsin
- |                                 |    |  |
|---------------------------------|----|--|
| NUMBER<br>OF                    | 7  | SOLE VOTING POWER<br>445,504 shares (1)          |
| SHARES<br>BENEFICIALLY<br>OWNED | 8  | SHARED VOTING POWER<br>3,410,958 shares (2)      |
| BY<br>EACH<br>REPORTING         | 9  | SOLE DISPOSITIVE POWER<br>445,504 shares (1)     |
| PERSON<br>WITH                  | 10 | SHARED DISPOSITIVE POWER<br>3,410,958 shares (2) |
- 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
3,856,462 shares (1)(2)(3)
- 12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN  
SHARES (See Instructions)   
See Item 5
- 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
39.8% of the Class A Common Stock (1)(2)(3)(4)
- 14 TYPE OF REPORTING PERSON (See Instructions)  
BK

(1) Includes options and rights to acquire 326,000 shares of Class A Common Stock are exercisable within 60 days.

(2) Includes options and rights to acquire 474,465 shares of Class A Common Stock and up to 54,035 shares of Class B Common Stock that are exercisable within 60 days.

(3) Includes shares of Class B Common Stock beneficially owned by the Reporting Person which are convertible at any time into Class A Common Stock on a one share-for-one share basis.

(4) Based on 7,625,331 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of February 14, 2004, as reported on the Johnson Outdoors Inc. Form 14A Definitive Proxy Statement, filed with the Securities and Exchange Commission on February 15, 2005, and 800,465 options and rights held by Johnson Bank to purchase shares of Class A Common Stock and 54,035 shares of Class B Common Stock that are exercisable within 60 days.

SCHEDULE 13D

CUSIP NO. 479167 10 8

PAGE 7 OF 16 PAGES

1 NAME OF REPORTING PERSON  
H. Fisk Johnson  
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (A)   
(See Instructions) (B)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)  
SC and BK

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

6 CITIZENSHIP OR PLACE OF ORGANIZATION  
Illinois

NUMBER OF	7	SOLE VOTING POWER 401,739 shares (1)
SHARES BENEFICIALLY OWNED	8	SHARED VOTING POWER 1,603,936 shares (2)(3)(4)
BY EACH REPORTING	9	SOLE DISPOSITIVE POWER 401,739 shares (1)
PERSON WITH	10	SHARED DISPOSITIVE POWER 1,603,936 shares (2)(3)(4)

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
2,005,675 (1)(2)(3)(4)

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN  
SHARES (See Instructions)   
See Item 5

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
22.0% of the Class A Common Stock (1)(2)(3)(4)(5)

14 TYPE OF REPORTING PERSON (See Instructions)  
IN

(1) Includes options and rights to acquire up to 14,143 shares of Class A Common Stock are exercisable within 60 days.  
 (2) Includes options and rights to acquire 231,988 shares of Class A Common Stock and up to 6,250 shares of Class B Common Stock that are exercisable within 60 days  
 (3) Includes shares of Class B Common Stock beneficially owned by the Reporting Person which are convertible at any time into Class A Common Stock on a one share-for-one share basis.  
 (4) Includes shares of Class A Common Stock and Class B Common Stock held of record by entities owned jointly by the Reporting Person and certain other Reporting Persons.  
 (5) Based on 7,625,331 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of February 14, 2004, as reported on the Johnson Outdoors Inc. Form 14A Definitive Proxy Statement, filed with the Securities and Exchange Commission on February 15, 2005, and options and rights held by Mr. Johnson to purchase 246,131 shares of Class A Common Stock and 6,250 shares of Class B Common Stock that are exercisable within 60 days.

SCHEDULE 13D

CUSIP NO. 479167 10 8

PAGE 8 OF 16 PAGES

1 NAME OF REPORTING PERSON  
S. Curtis Johnson  
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (A)   
(See Instructions) (B)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)  
SC and BK

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

6 CITIZENSHIP OR PLACE OF ORGANIZATION  
Wisconsin

NUMBER OF	7	SOLE VOTING POWER 43,153 shares (1)
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SHARES BENEFICIALLY OWNED	8	SHARED VOTING POWER 1,359,883 shares (2)(3)
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BY EACH REPORTING	9	SOLE DISPOSITIVE POWER 43,153 shares (1)
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PERSON WITH	10	SHARED DISPOSITIVE POWER 1,359,883 shares (2)(3)
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11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
1,403,036 shares (1)(2)(3)

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN  
SHARES (See Instructions)   
See Item 5

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
15.8% of the Class A Common Stock (1)(2)(3)(4)

14 TYPE OF REPORTING PERSON (See Instructions)  
IN

(1) Includes options and rights to acquire up to 14,144 shares of Class A Common Stock are exercisable within 60 days.

(2) Includes shares of Class B Common Stock beneficially owned by the Reporting Person which are convertible at any time into Class A Common Stock on a one share-for-one share basis.

(3) Includes shares of Class A Common Stock and Class B Common Stock held of record by entities owned jointly by the Reporting Person and certain other Reporting Persons.

(4) Based on 7,625,331 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of February 14, 2004, as reported on the Johnson Outdoors Inc. Form 14A Definitive Proxy Statement, filed with the Securities and Exchange Commission on February 15, 2005, and options and rights held by Mr. Johnson to purchase 14,144 shares of Class A Common Stock are exercisable within 60 days.



SCHEDULE 13D

CUSIP NO. 479167 10 8

PAGE 9 OF 16 PAGES

1 NAME OF REPORTING PERSON  
Winifred J. Marquart  
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (A)   
(See Instructions) (B)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)  
SC and BK

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

6 CITIZENSHIP OR PLACE OF ORGANIZATION  
Wisconsin

NUMBER OF	7	SOLE VOTING POWER 14,164 shares (1)
SHARES BENEFICIALLY OWNED	8	SHARED VOTING POWER 447,614 shares (2)(3)(4)
BY EACH REPORTING	9	SOLE DISPOSITIVE POWER 14,164 shares (1)
PERSON WITH	10	SHARED DISPOSITIVE POWER 447,614 shares (2)(3)(4)

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
461,778 shares (1)(2)(3)(4)

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN  
SHARES (See Instructions)   
See Item 5

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
5.0% of the Class A Common Stock (1)(2)(3)(4)(5)

14 TYPE OF REPORTING PERSON (See Instructions)  
IN

(1) Includes options and rights to acquire up to 14,144 shares of Class A Common Stock that are exercisable within 60 days.

(2) Includes options and rights to acquire 192,489 shares of Class A Common Stock and up to 6,250 shares of Class B Common Stock that are exercisable within 60 days

(3) Includes shares of Class B Common Stock beneficially owned by the Reporting Person which are convertible at any time into Class A Common Stock on a one share-for-one share basis.

(4) Includes shares of Class A Common Stock and Class B Common Stock held of record by entities owned jointly by the Reporting Person and certain other Reporting Persons.

(5) Based on 7,625,331 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of February 14, 2004, as reported on the Johnson Outdoors Inc. Form 14A Definitive Proxy Statement, filed with the Securities and Exchange Commission on February 15, 2005, and options and rights held by Ms. Marquart to purchase 206,633 shares of Class A Common Stock and 6,250 shares of Class B Common Stock that are exercisable within 60 days.

THIS AMENDMENT NO. 7 TO SCHEDULE 13D is filed jointly by Helen P. Johnson-Leipold ("Ms. Johnson-Leipold"), Imogene P. Johnson ("Mrs. Johnson"), Samuel C. Johnson 1988 Trust Number One u/a September 14, 1988 (the "1988 Trust"), H. Fisk Johnson ("Mr. Fisk Johnson"), S. Curtis Johnson ("Mr. Curtis Johnson"), Winifred J. Marquart ("Ms. Marquart"), JWA Consolidated, Inc. ("JWA") and Johnson Bank (the "Bank"). In this Amendment No. 7 to Schedule 13D, Ms. Johnson-Leipold, Mrs. Johnson, the 1988 Trust, Mr. Fisk Johnson, Mr. Curtis Johnson, Ms. Marquart, JWA and the Bank are sometimes individually referred to as a "Reporting Person" and collectively referred to herein as the "Reporting Persons". The Reporting Persons are making this single, joint filing because they may be deemed to constitute a "group" within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Act"), with respect to the transaction described in Item 4 of this Schedule 13D and thus are eligible to make a joint filing under Rule 13d-1(k) promulgated under the Act. Except as expressly set forth in this Schedule 13D, each Reporting Person disclaims beneficial ownership of the shares of Class A Common Stock beneficially owned by any other Reporting Person or any other person. This filing shall serve to amend and supplement the Amendment No. 6 to Schedule 13D filed by the Reporting Persons with the Securities and Exchange Commission (the "SEC") on November 24, 2004.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

Item 3 to the Schedule 13D is amended and supplemented by the following:

On February 9, 2005, pursuant to a pecuniary bequest of the late Samuel C. Johnson and as more fully set forth below in Item 4, the 1988 Trust transferred by gift an aggregate total of 400,000 shares of Class A Common Stock to five charitable organizations (the "Charitable Grant"). In furtherance of the Charitable Grant, Ms. Johnson-Leipold, Mr. Curtis Johnson, Mr. Fisk Johnson and Ms. Marquart forfeited options held by such Reporting Persons to purchase the shares subject to the Charitable Grant.

As more fully set forth below in Item 4, on December 31, 2004, an entity beneficially owned jointly by Mr. Curtis Johnson and the Bank, exercised its option to acquire 161,667 shares of Class A Common Stock from the 1988 Trust and paid the exercise price for such shares with a promissory note, attached hereto as Exhibit 99.15 (the "SCJ Note").

As more fully set forth below in Item 4, on December 31, 2004, an entity beneficially owned jointly by Ms. Johnson-Leipold and the Bank, exercised an option to acquire 161,667 shares of Class A Common Stock and paid the exercise price for such shares with a promissory note, attached hereto as Exhibit 99.16 (the "HJL Note").

As more fully set forth below in Item 4, on December 31, 2004, an entity beneficially owned jointly by Mr. Fisk Johnson and the Bank, exercised an option to acquire 161,667 shares of Class A Common Stock and paid the exercise price for such share with a promissory note, attached hereto as Exhibit 99.17 (the "HFJ Note").

As more fully set forth below in Item 4, on December 31, 2004, an entity beneficially owned jointly by Ms. Marquart and the Bank, exercised an option to acquire 161,667 shares of Class A Common Stock and paid the exercise price for such shares with a promissory note, attached hereto as Exhibit 99.18 (the "WJM Note").

## ITEM 4. PURPOSE OF TRANSACTION.

Item 4 to the Schedule 13D is amended and supplemented by the following:

On February 9, 2005, the 1988 Trust conveyed by gift to five charitable organizations an aggregate total of 400,000 shares of Class A Common Stock pursuant to pecuniary bequests of the late Samuel C. Johnson.

On December 31, 2004, an entity beneficially owned jointly by Mr. Curtis Johnson and the Bank, exercised its option to purchase 161,667 shares of Class A Common Stock (as assigned by gift from Mr. Curtis Johnson pursuant to that certain assignment of option, attached hereto as Exhibit 99.19) by delivery of that certain option exercise agreement attached hereto as Exhibit 99.20. The exercise price for the purchase of the shares of Class A Common Stock was paid with the SCJ Note.

On November 26, 2004, Mr. Curtis Johnson conveyed by gift to (a) an entity beneficially owned jointly by Mr. Curtis Johnson and the Bank, the right to acquire from the 1988 Trust 104,500 shares of Class A Common Stock and (b) an entity beneficially owned by Mrs. Johnson the right to acquire from the 1988 Trust (i) 127,489 shares of Class A Common Stock and (ii) 6,250 shares of Class B Common Stock, pursuant to the terms of that certain assignment of option, attached hereto as Exhibit 99.21.

On December 31, 2004, an entity beneficially owned jointly by Ms. Johnson-Leipold and the Bank, exercised its option to purchase 485,000 shares of Class A Common Stock (as assigned by gift from Ms. Johnson-Leipold pursuant to the terms of that certain assignment of option, dated as of December 31, 2004, attached hereto as Exhibit 99.22) by delivery of that certain option exercise agreement attached hereto as Exhibit 99.23. The exercise price for the purchase of the shares of Class A Common Stock was paid by the HJL Note.

On December 15, 2004, Ms. Johnson-Leipold conveyed by gift to (a) an entity beneficially owned jointly by Ms. Johnson-Leipold and the Bank, the right to acquire from the 1988 Trust (i) 49,988 shares of Class A Common Stock and (ii) 6,250 shares of Class B Common Stock, (b) entities beneficially owned by the Bank, the right to acquire from the 1988 Trust 182,000 shares of Class A Common Stock, pursuant to the terms of that certain assignment of option, attached hereto as Exhibit 99.24.

On December 31, 2004, an entity beneficially owned jointly by Mr. Fisk Johnson and the Bank, exercised its option to purchase 161,667 shares of Class A Common Stock (as assigned by gift from Mr. Fisk Johnson pursuant to that certain assignment of option, attached hereto as Exhibit 99.25) by delivery of that certain option exercise agreement attached hereto as Exhibit 99.26. The exercise price for the purchase of the shares of Class A Common Stock was paid by the HFJ Note.

On December 15, 2004, Mr. Fisk Johnson conveyed by gift to entities beneficially owned jointly by Mr. Fisk Johnson and the Bank, the right to acquire from the 1988 Trust (i) 231,988 shares of Class A Common Stock and (ii) 6,250 shares of Class B Common Stock, pursuant to the terms of that certain assignment of option, attached hereto as Exhibit 99.27.

On December 31, 2004, an entity beneficially owned jointly by Ms. Marquart and the Bank, exercised its option to purchase 161,667 shares of Class A Common Stock (as assigned by gift from Ms. Marquart pursuant to that certain assignment of option, attached hereto as Exhibit 99.28) by delivery of that certain option

exercise agreement attached hereto as Exhibit 99.29. The exercise price for the purchase of the shares of Class A Common Stock was paid by the WJM Note.

On December 15, 2004, Ms. Marquart conveyed by gift to entities beneficially owned jointly by Ms. Marquart and the Bank, the right to acquire from the 1988 Trust (i) 231,989 shares of Class A Common Stock and (ii) 6,250 shares of Class B Common Stock, pursuant to the terms of that certain assignment of option, attached hereto as Exhibit 99.30.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

Item 5 is hereby amended in its entirety to read as follows:

(a)-(b) Information concerning the amount and percentage of shares of Class A Common Stock beneficially owned by the Reporting Persons is set forth below:

Reporting Person	Sole Voting and Dispositive Power	Shared Voting and Dispositive Power	Aggregate Beneficial Ownership	Percentage of Outstanding Shares
Ms. Johnson-Leipold	342,587 (1)(2)	1,948,746 (1)(10)(18)	2,291,333 (1)(2)(10)(12)(13)(14)(15)(16)(17)(18)	25.7% (1)(2)(4)(10)(12)(13)(14)(15)(16)(17)(18)
Mrs. Johnson	177,788	2,446,858 (1)	2,624,646 (1)(11)(13)(14)(15)(16)(17)	29.2% (1)(5)(11)(13)(14)(15)(16)(17)
The 1988 Trust	0	2,046,858 (1)	2,046,858 (1)(11)(12)(13)(14)(15)(16)(17)	23.1% (1)(5)(11)(12)(13)(14)(15)(16)(17)
JWA	114,464	1,037,330 (1)	1,151,794 (1)(11)(12)(14)(15)(16)(17)	13.0% (1)(5)(11)(12)(14)(15)(16)(17)
The Bank	445,504 (1)	3,410,958 (1)	3,856,462 (1)(11)(12)(13)(15)(16)(17)	39.8% (1)(6)(11)(12)(13)(15)(16)(17)
Mr. Fisk Johnson	401,739 (1)(3)	1,603,936 (1)(10)(19)	2,005,675 (1)(3)(10)(11)(12)(13)(14)(16)(17)(19)	22.0% (1)(3)(7)(10)(11)(12)(13)(14)(16)(17)(19))
Mr. Curtis Johnson	43,153 (1)(3)	1,359,883 (1)(10)	1,403,036 (1)(3)(7)(10)(11)(12)(13)(14)(15)(17)	15.8% (1)(3)(8)(10)(11)(12)(13)(14)(15)(17)
Ms. Marquart	14,164 (1)(3)	447,614 (1)(10)(20)	461,778 (1)(3)(10)(11)(12)(13)(14)(15)(16)(20)	5.0% (1)(3)(9)(10)(11)(12)(13)(14)(15)(16)(20)

(1) Includes shares of Class B Common Stock which are convertible at any time on a one share-for-one share basis into shares of Class A Common Stock.

(2) Includes options and rights to acquire 14,143 shares of Class A Common Stock and 6,250 shares of Class B Common Stock, which options and rights are exercisable within 60 days, and 3,932 shares of Class A Common Stock held in Ms. Johnson-Leipold's 401(k) plan as of November 1, 2004.

(3) Includes options and rights to acquire 14,143 shares of Class A Common Stock for Mr. Fisk Johnson, and 14,144 for each of Mr. Curtis Johnson and Ms. Marquart, which options and rights are exercisable within 60 days.

(4) Based on 7,625,331 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of February 14, 2004, as reported on the Johnson Outdoors Inc. Form 14A Definitive Proxy Statement, filed with the Securities and Exchange Commission on February 15, 2005 and 64,131 options and rights held by Ms. Johnson-Leipold to purchase shares of Class A Common Stock and 6,250 shares of Class B Common Stock, which options and rights are exercisable within 60 days.

(5) Based on 7,625,331 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of February 14, 2004, as reported on the Johnson Outdoors Inc. Form 14A Definitive Proxy Statement, filed with the Securities and Exchange Commission on February 15, 2005, filed with the Securities and Exchange Commission on October 29, 2004.

(6) Based on 7,625,331 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of February 14, 2004, as reported on the Johnson Outdoors Inc. Form 14A Definitive Proxy Statement, filed with the Securities and Exchange Commission on February 15, 2005, and 800,465 options and rights held by Johnson Bank to purchase shares of Class A Common Stock and 54,035 shares of Class B Common Stock that are exercisable within 60 days.

(7) Based on 7,625,331 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of February 14, 2004, as reported on the Johnson Outdoors Inc. Form 14A Definitive Proxy Statement, filed with the Securities and Exchange Commission on February 15, 2005, and options and rights held by Mr. Fisk Johnson to purchase 246,131 shares of Class A Common Stock and 6,250 shares of Class B Common Stock that are exercisable within 60 days.

(8) Based on 7,625,331 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of February 14, 2004, as reported on the Johnson Outdoors Inc. Form 14A Definitive Proxy Statement, filed with the Securities and Exchange Commission on February 15, 2005, and options and rights held by Mr. Curtis Johnson to purchase 14,144 shares of Class A Common Stock are exercisable within 60 days.

(9) Based on 7,625,331 shares of Class A Common Stock and 1,221,715 shares of Class B Common Stock (convertible into shares of Class A Common Stock on a one share-for-one share basis) of Johnson Outdoors Inc. outstanding as of February 14, 2004, as reported on the Johnson Outdoors Inc. Form 14A Definitive Proxy Statement, filed with the Securities and Exchange Commission on February 15, 2005, and options and rights held by Ms. Marquart to purchase 206,633 shares of Class A Common Stock and 6,250 shares of Class B Common Stock that are exercisable within 60 days.

(10) Includes shares of Class A Common Stock and Class B Common Stock held of record by entities owned jointly by the Reporting Person and certain other Reporting Persons.

(11) Excludes 342,587 shares beneficially owned solely by Ms. Johnson-Leipold as to which Mrs. Johnson, the 1988 Trust JWA, the Bank, Mr. Fisk Johnson, Mr. Curtis Johnson and Ms. Marquart disclaim any beneficial ownership.

(12) Excludes 177,788 shares beneficially owned solely by Mrs. Johnson as to which Ms. Johnson-Leipold, the 1988 Trust, JWA, the Bank, Mr. Fisk Johnson, Mr. Curtis Johnson and Ms. Marquart disclaim any beneficial ownership.

(13) Excludes 114,464 shares beneficially owned solely by JWA to which Ms. Johnson-Leipold, Mrs. Johnson, the 1988 Trust, the Bank, Mr. Fisk Johnson, Mr. Curtis Johnson and Ms. Marquart disclaim any beneficial ownership.

(14) Excludes 445,504 shares beneficially owned solely by the Bank to which Ms. Johnson-Leipold, Mrs. Johnson, the 1988 Trust, JWA, Mr. Fisk Johnson, Mr. Curtis Johnson and Ms. Marquart disclaim any beneficial ownership.

(15) Excludes 401,739 shares beneficially owned solely by Mr. Fisk Johnson as to which Ms. Johnson-Leipold, Mrs. Johnson, the 1988 Trust, JWA, the Bank, Mr. Curtis Johnson and Ms. Marquart disclaim any beneficial ownership.

(16) Excludes 43,153 shares beneficially owned solely by Mr. Curtis Johnson as to which Ms. Johnson-Leipold, Mrs. Johnson, the 1988 Trust, JWA, the Bank, Mr. Fisk Johnson and Ms. Marquart disclaim any beneficial ownership.

(17) Excludes 14,164 shares beneficially owned solely by Ms. Marquart as to which Ms. Johnson-Leipold, Mrs. Johnson, the 1988 Trust, JWA, the Bank, Mr. Fisk Johnson and Mr. Curtis Johnson disclaim any beneficial ownership.

(18) Includes options and rights to acquire 49,998 shares of Class A Common Stock and up to 6,250 shares of Class B Common Stock that are exercisable within 60 days.

(19) Includes options and rights to acquire 231,988 shares of Class A Common Stock and up to 6,250 shares of Class B Common Stock that are exercisable within 60 days.

(20) Includes options and rights to acquire 192,489 shares of Class A Common Stock and up to 6,250 shares of Class B Common Stock that are exercisable within 60 days.

During the last five years, none of the above persons has been convicted in a criminal proceeding or has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to federal or state securities laws or finding any violation with respect to such laws.

(c)-(e). Not Applicable.

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

Except as described in this Schedule 13D, as Amended by this Amendment No. 7, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Persons and between such Reporting Persons and any person with respect to any securities of the Company, including but not limited to transfer or voting of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantors of profit, division of profit or loss or the giving or withholding of proxies.

ITEM 7. MATERIALS TO BE FILED AS EXHIBITS.

Item 7 is hereby amended as follows:

Exhibit No. -----	Title -----
Exhibit 99.15	Promissory Note, dated as of December 31, 2004, issued by the S. Curtis Johnson Third Party Gift and Inheritance Trust to the 1988 Trust.
Exhibit 99.16	Promissory Note, dated as of December 31, 2004, issued by the Helen Johnson-Leipold Third Party Gift and Inheritance Trust to the 1988 Trust.
Exhibit 99.17	Promissory Note, dated as of December 31, 2004, issued by the H. Fisk Johnson Third Party Gift and Inheritance Trust to the 1988 Trust.
Exhibit 99.18	Promissory Note, dated as of December 31, 2004, issued by the Winifred J. Marquart Third Party Gift and Inheritance Trust to the 1988 Trust.
Exhibit 99.19	Assignment of Option, dated as of December 31, 2004, executed Mr. Curtis Johnson.
Exhibit 99.20	Option Exercise Agreement, dated as of December 31, 2004, executed by the S. Curtis Johnson Third Party Gift and Inheritance Trust.
Exhibit 99.21	Assignment of Option, dated as of November 26, 2004, executed by Mr. Curtis Johnson.
Exhibit 99.22	Assignment of Option, dated as of December 31, 2004, executed by Ms. Johnson-Leipold.
Exhibit 99.23	Option Exercise Agreement, dated as of December 31, 2004, executed by the Helen Johnson-Leipold Third Party Gift and Inheritance Trust.
Exhibit 99.24	Assignment of Option, dated as of December 15, 2004, executed by Ms. Johnson-Leipold.
Exhibit 99.25	Assignment of Option, dated as of December 31, 2004, executed by Mr. Fisk Johnson.

- Exhibit 99.26            Option Exercise Agreement, dated as of December 31, 2004, executed by the H. Fisk Johnson Third Party Gift and Inheritance Trust.
- Exhibit 99.27            Assignment of Option, dated as of December 15, 2004, executed Mr. Fisk Johnson.
- Exhibit 99.28            Assignment of Option, dated as of December 31, 2004, executed by Ms. Marquart.
- Exhibit 99.29            Option Exercise Agreement, dated as of December 31, 2004, executed by the Winifred J. Marquart Third Party Gift and Inheritance Trust.
- Exhibit 99.30            Assignment of Option, dated as of December 15, 2004, executed by Ms. Marquart.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: February 16, 2005 /s/ Helen P. Johnson-Leipold  
-----  
Name: Helen P. Johnson-Leipold

Dated: February 16, 2005 /s/ Imogene P. Johnson  
-----  
Name: Imogene P. Johnson

Dated: February 16, 2005 /s/ H. Fisk Johnson  
-----  
Name: H. Fisk Johnson

Dated: February 16, 2005 /s/ S. Curtis Jonson  
-----  
Name: S. Curtis Johnson

Dated: February 16, 2005 /s/ Winifred J. Marquart  
-----  
Name: Winifred J. Marquart

Samuel C. Johnson 1988 Trust Number One u/a  
September 14, 1988

Dated: February 16, 2005 By: /s/ Imogene P. Johnson  
-----  
Name: Imogene P. Johnson  
Title: Co-Trustee

JWA Consolidated, Inc.

Dated: February 16, 2005 By: /s/ Imogene P. Johnson  
-----  
Name: Imogene P. Johnson  
Title: President

Johnson Bank

Dated: February 16, 2005 By: /s/ Brian L. Lucareli  
-----  
Name: Brian Lucareli  
Title: Senior Vice President



## SECURED PROMISSORY NOTE

\$2,108,137.68

Racine, Wisconsin  
December 31, 2004

Johnson Bank, as trustee of the S. Curtis Johnson Third Party Gift and Inheritance Trust ("Borrower"), hereby promises to pay to the order of Imogene P. Johnson and Johnson Bank, as trustees of the Samuel C. Johnson 1988 Trust Number One ("Lender"), on the "maturity date" (defined below) the principal sum of Two Million One Hundred Eight Thousand One Hundred Thirty-Seven and 68/100 Dollars (\$2,108,137.68), together with interest on the unpaid principal balance from time to time outstanding at the rate of 4.68% per annum until the day preceding the maturity date. Interest and principal is due and payable annually on December 31st of each year in accordance with the attached repayment schedule, with a final payment in an amount necessary to pay all principal and interest then outstanding on December 31, 2019 (the "maturity date"). Interest shall accrue on any interest or principal which remains unpaid after 15 days from its due date at the applicable federal rate under Internal Revenue Code Section 1274(d) in effect on such due date.

To secure payment of this Note, Borrower has pledged to Lender Borrower's interest in and to 161,667 Class A shares of Johnson Outdoors, Inc, a Wisconsin corporation, and all proceeds thereof ("Collateral"). Borrower warrants that, while any obligation under this Note remains outstanding, Borrower will (i) refrain from additional borrowing or making of any loan without the approval of the Lender and (ii) keep the Collateral free and clear of all other liens, encumbrances and security interests. In the event of default under this Note, the Lender may take possession of the Collateral without notice or hearing.

Borrower may prepay any part or all of the principal amount of this note at any time and from time to time without penalty, provided that any such prepayment must be accompanied by a payment of the interest accrued to the date of the prepayment on the principal amount which is being prepaid.

All payments made hereunder, including any prepayments, will be deemed to have been made on the date of receipt by Lender. All payments must be made to Lender at 555 Main Street, Suite 260, Racine, Wisconsin 53403, or at another place designated by Lender in a written notice to Borrower.

The internal laws of the State of Wisconsin govern and control the construction, enforceability, validity and interpretation of this note.

The parties hereto waive presentment for payment, notice of dishonor, protest and notice of protest.

IN WITNESS WHEREOF, Borrower has signed and delivered this Note as of the date first above written.

S. CURTIS JOHNSON THIRD PARTY GIFT  
AND INHERITANCE TRUST

JOHNSON BANK, trustee

/s/ Brian L. Lucareli

-----  
Brian L. Lucareli, Senior Vice President

PROMISSORY NOTE  
REPAYMENT SCHEDULE

## SECURED PROMISSORY NOTE

\$6,324,400.00

Racine, Wisconsin  
December 31, 2004

Johnson Bank, as trustee of the Helen P. Johnson-Leipold Third Party Gift and Inheritance Trust ("Borrower"), hereby promises to pay to the order of Imogene P. Johnson and Johnson Bank, as trustees of the Samuel C. Johnson 1988 Trust Number One ("Lender"), on the "maturity date" (defined below) the principal sum of Six Million Three Hundred Twenty-Four Thousand Four Hundred Dollars (\$6,324,400.00), together with interest on the unpaid principal balance from time to time outstanding at the rate of 4.68% per annum until the day preceding the maturity date. Interest and principal is due and payable annually on December 31st of each year in accordance with the attached repayment schedule, with a final payment in an amount necessary to pay all principal and interest then outstanding on December 31, 2019 (the "maturity date"). Interest shall accrue on any interest or principal which remains unpaid after 15 days from its due date at the applicable federal rate under Internal Revenue Code Section 1274(d) in effect on such due date.

To secure payment of this Note, Borrower has pledged to Lender Borrower's interest in and to 485,000 Class A shares of Johnson Outdoors, Inc, a Wisconsin corporation, and all proceeds thereof ("Collateral"). Borrower warrants that, while any obligation under this Note remains outstanding, Borrower will (i) refrain from additional borrowing or making of any loan without the approval of the Lender and (ii) keep the Collateral free and clear of all other liens, encumbrances and security interests. In the event of default under this Note, the Lender may take possession of the Collateral without notice or hearing.

Borrower may prepay any part or all of the principal amount of this note at any time and from time to time without penalty, provided that any such prepayment must be accompanied by a payment of the interest accrued to the date of the prepayment on the principal amount which is being prepaid.

All payments made hereunder, including any prepayments, will be deemed to have been made on the date of receipt by Lender. All payments must be made to Lender at 555 Main Street, Suite 260, Racine, Wisconsin 53403, or at another place designated by Lender in a written notice to Borrower.

The internal laws of the State of Wisconsin govern and control the construction, enforceability, validity and interpretation of this note.

The parties hereto waive presentment for payment, notice of dishonor, protest and notice of protest.

IN WITNESS WHEREOF, Borrower has signed and delivered this Note as of the date first above written.

HELEN P. JOHNSON-LEIPOLD THIRD PARTY GIFT  
AND INHERITANCE TRUST

JOHNSON BANK, trustee

/s/ Brian L. Lucareli

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Brian L. Lucareli, Senior Vice President

PROMISSORY NOTE  
REPAYMENT SCHEDULE

## SECURED PROMISSORY NOTE

\$2,108,137.68

Racine, Wisconsin  
December 31, 2004

Johnson Bank, as trustee of the H. Fisk Johnson Third Party Gift and Inheritance Trust ("Borrower"), hereby promises to pay to the order of Imogene P. Johnson and Johnson Bank, as trustees of the Samuel C. Johnson 1988 Trust Number One ("Lender"), on the "maturity date" (defined below) the principal sum of Two Million One Hundred Eight Thousand One Hundred Thirty-Seven and 68/100 Dollars (\$2,108,137.68), together with interest on the unpaid principal balance from time to time outstanding at the rate of 4.68% per annum until the day preceding the maturity date. Interest and principal is due and payable annually on December 31st of each year in accordance with the attached repayment schedule, with a final payment in an amount necessary to pay all principal and interest then outstanding on December 31, 2019 (the "maturity date"). Interest shall accrue on any interest or principal which remains unpaid after 15 days from its due date at the applicable federal rate under Internal Revenue Code Section 1274(d) in effect on such due date.

To secure payment of this Note, Borrower has pledged to Lender Borrower's interest in and to 161,667 Class A shares of Johnson Outdoors, Inc, a Wisconsin corporation, and all proceeds thereof ("Collateral"). Borrower warrants that, while any obligation under this Note remains outstanding, Borrower will (i) refrain from additional borrowing or making of any loan without the approval of the Lender and (ii) keep the Collateral free and clear of all other liens, encumbrances and security interests. In the event of default under this Note, the Lender may take possession of the Collateral without notice or hearing.

Borrower may prepay any part or all of the principal amount of this note at any time and from time to time without penalty, provided that any such prepayment must be accompanied by a payment of the interest accrued to the date of the prepayment on the principal amount which is being prepaid.

All payments made hereunder, including any prepayments, will be deemed to have been made on the date of receipt by Lender. All payments must be made to Lender at 555 Main Street, Suite 260, Racine, Wisconsin 53403, or at another place designated by Lender in a written notice to Borrower.

The internal laws of the State of Wisconsin govern and control the construction, enforceability, validity and interpretation of this note.

The parties hereto waive presentment for payment, notice of dishonor, protest and notice of protest.

IN WITNESS WHEREOF, Borrower has signed and delivered this Note as of the date first above written.

H. FISK JOHNSON THIRD PARTY GIFT AND  
INHERITANCE TRUST

JOHNSON BANK, trustee

/s/ Brian L. Lucareli

-----  
Brian L. Lucareli, Senior Vice President

PROMISSORY NOTE  
REPAYMENT SCHEDULE



## SECURED PROMISSORY NOTE

\$2,108,137.68

Racine, Wisconsin  
December 31, 2004

Johnson Bank, as trustee of the Winifred J. Marquart Third Party Gift and Inheritance Trust ("Borrower"), hereby promises to pay to the order of Imogene P. Johnson and Johnson Bank, as trustees of the Samuel C. Johnson 1988 Trust Number One ("Lender"), on the "maturity date" (defined below) the principal sum of Two Million One Hundred Eight Thousand One Hundred Thirty-Seven and 68/100 Dollars (\$2,108,137.68), together with interest on the unpaid principal balance from time to time outstanding at the rate of 4.68% per annum until the day preceding the maturity date. Interest and principal is due and payable annually on December 31st of each year in accordance with the attached repayment schedule, with a final payment in an amount necessary to pay all principal and interest then outstanding on December 31, 2019 (the "maturity date"). Interest shall accrue on any interest or principal which remains unpaid after 15 days from its due date at the applicable federal rate under Internal Revenue Code Section 1274(d) in effect on such due date.

To secure payment of this Note, Borrower has pledged to Lender Borrower's interest in and to 161,667 Class A shares of Johnson Outdoors, Inc, a Wisconsin corporation, and all proceeds thereof ("Collateral"). Borrower warrants that, while any obligation under this Note remains outstanding, Borrower will (i) refrain from additional borrowing or making of any loan without the approval of the Lender and (ii) keep the Collateral free and clear of all other liens, encumbrances and security interests. In the event of default under this Note, the Lender may take possession of the Collateral without notice or hearing.

Borrower may prepay any part or all of the principal amount of this note at any time and from time to time without penalty, provided that any such prepayment must be accompanied by a payment of the interest accrued to the date of the prepayment on the principal amount which is being prepaid.

All payments made hereunder, including any prepayments, will be deemed to have been made on the date of receipt by Lender. All payments must be made to Lender at 555 Main Street, Suite 260, Racine, Wisconsin 53403, or at another place designated by Lender in a written notice to Borrower.

The internal laws of the State of Wisconsin govern and control the construction, enforceability, validity and interpretation of this note.

The parties hereto waive presentment for payment, notice of dishonor, protest and notice of protest.

IN WITNESS WHEREOF, Borrower has signed and delivered this Note as of the date first above written.

WINIFRED J. MARQUART THIRD PARTY GIFT AND  
INHERITANCE TRUST

JOHNSON BANK, trustee

/s/ Brian L. Lucareli

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Brian L. Lucareli, Senior Vice President



PROMISSORY NOTE  
REPAYMENT SCHEDULE

ASSIGNMENT OF OPTION

WHEREAS, on June 30, 2003, I entered into an option agreement (the "Option Agreement") with Samuel C. Johnson, as trustee of the Samuel C. Johnson 1988 Trust Number One (the "Trust Number One");

WHEREAS, pursuant to the Option Agreement, I have the right to purchase 161,667 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation (the "Option Assets"), from Trust Number One prior to January 7, 2005;

WHEREAS, pursuant to paragraph 3 of the Option Agreement, I may assign my right to exercise the option granted under the Option Agreement, in whole or in part, to trusts for the benefit of any one or more of Samuel C. Johnson's descendants; and

WHEREAS, I desire to assign all of my rights under the Option Agreement to Johnson Bank, as trustee of the S. Curtis Johnson Third Party Gift and Inheritance Trust.

NOW, THEREFORE: I hereby assign, transfer and convey all of my rights under the Option Agreement to Johnson Bank, as trustee of the S. Curtis Johnson Third Party Gift and Inheritance Trust.

Dated: December 31, 2004.

/s/ S. Curtis Johnson

-----  
S. Curtis Johnson

The undersigned accepts the foregoing assignment as of the date last above written.

S. CURTIS JOHNSON THIRD PARTY GIFT AND  
INHERITANCE TRUST

JOHNSON BANK, trustee

/s/ Brian L. Lucareli  
Brian L. Lucareli, Senior Vice President

OPTION EXERCISE

THIS AGREEMENT is entered into as of the 31st day of December, 2004, by and between Johnson Bank, as trustee of the S. Curtis Johnson Third Party Gift and Inheritance Trust (the "Purchaser"), and Imogene P. Johnson and Johnson Bank, as co-trustees of the Samuel C. Johnson 1988 Trust Number One (the "Seller").

RECITALS

A. On June 30, 2003, Samuel C. Johnson, as trustee of the Samuel C. Johnson 1988 Trust Number One, entered into an option agreement (the "Option Agreement") with S. Curtis Johnson.

B. Pursuant to the Option Agreement, S. Curtis Johnson has the right to purchase 161,667 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation (the "Option Assets"), from the Seller prior to January 7, 2005.

C. Pursuant to the Option Agreement, the price to be paid for the Option Assets is \$13.04 per share.

D. Prior to the execution of this instrument, S. Curtis Johnson assigned to Purchaser all of his rights pursuant to the Option Agreement.

AGREEMENT

1. Exercise of Option. Purchaser hereby exercises its option to purchase 161,667 Class A shares of Johnson Outdoors, Inc. Seller hereby sells 161,667 Class A shares of Johnson Outdoors, Inc. to Purchaser.

2. Purchase Price. In exchange for the Option Assets, Purchaser herewith executes and delivers to Seller a secured promissory note in the principal amount of \$2,108,137.68 substantially in the form of Exhibit A attached hereto.

3. Parties in Interest. This agreement binds the parties hereto and their respective executors, administrators, legal representatives, trustees, heirs, distributees, legatees, successors and assigns. Nothing expressed or implied in this agreement is intended or may be construed to confer on any other person any rights, remedies, obligations or liabilities under or by reason of this agreement.

4. Entire Transaction. This agreement contains the entire understanding among the parties hereto with respect to the transaction contemplated hereby and supersedes all other agreements and understandings between the parties with respect to the transaction.

5. Applicable Law. The internal laws of the State of Wisconsin govern this agreement.

6. Severability. If any provisions hereof shall be or become unenforceable for any reason, the validity and effect of all other provisions shall not be affected thereby.

7. Headings. The headings contained in this agreement are for reference purposes only and will not affect the meaning or interpretation of any provision hereof.

8. Counterparts. This agreement may be executed in multiple counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PURCHASER:

S. CURTIS JOHNSON THIRD PARTY  
GIFT AND INHERITANCE TRUST

JOHNSON BANK, trustee

/s/ Brian L. Lucareli  
Brian L. Lucareli, Senior Vice President

SELLER:

SAMUEL C. JOHNSON 1988 TRUST  
NUMBER ONE

/s/ Imogene Powers Johnson  
-----  
Imogene Powers Johnson, co-trustee

JOHNSON BANK, co-trustee

/s/ Brian L. Lucareli  
-----  
Brian L. Lucareli, Senior Vice  
President

EXHIBIT A

SECURED PROMISSORY NOTE

\$2,108,137.68

Racine, Wisconsin  
December 31, 2004

Johnson Bank, as trustee of the S. Curtis Johnson Third Party Gift and Inheritance Trust ("Borrower"), hereby promises to pay to the order of Imogene P. Johnson and Johnson Bank, as trustees of the Samuel C. Johnson 1988 Trust Number One ("Lender"), on the "maturity date" (defined below) the principal sum of Two Million One Hundred Eight Thousand One Hundred Thirty-Seven and 68/100 Dollars (\$2,108,137.68), together with interest on the unpaid principal balance from time to time outstanding at the rate of 4.68% per annum until the day preceding the maturity date. Interest and principal is due and payable annually on December 31st of each year in accordance with the attached repayment schedule, with a final payment in an amount necessary to pay all principal and interest then outstanding on December 31, 2019 (the "maturity date"). Interest shall accrue on any interest or principal which remains unpaid after 15 days from its due date at the applicable federal rate under Internal Revenue Code Section 1274(d) in effect on such due date.

To secure payment of this Note, Borrower has pledged to Lender Borrower's interest in and to 161,667 Class A shares of Johnson Outdoors, Inc, a Wisconsin corporation, and all proceeds thereof ("Collateral"). Borrower warrants that, while any obligation under this Note remains outstanding, Borrower will (i) refrain from additional borrowing or making of any loan without the approval of the Lender and (ii) keep the Collateral free and clear of all other liens, encumbrances and security interests. In the event of default under this Note, the Lender may take possession of the Collateral without notice or hearing.

Borrower may prepay any part or all of the principal amount of this note at any time and from time to time without penalty, provided that any such prepayment must be accompanied by a payment of the interest accrued to the date of the prepayment on the principal amount which is being prepaid.

All payments made hereunder, including any prepayments, will be deemed to have been made on the date of receipt by Lender. All payments must be made to Lender at 555 Main Street, Suite 260, Racine, Wisconsin 53403, or at another place designated by Lender in a written notice to Borrower.

The internal laws of the State of Wisconsin govern and control the construction, enforceability, validity and interpretation of this note.

The parties hereto waive presentment for payment, notice of dishonor, protest and notice of protest.

IN WITNESS WHEREOF, Borrower has signed and delivered this Note as of the date first above written.

S. CURTIS JOHNSON THIRD PARTY GIFT AND  
INHERITANCE TRUST

JOHNSON BANK, trustee

/s/ Brian L. Lucareli

-----  
Brian L. Lucareli, Senior Vice President

PROMISSORY NOTE  
REPAYMENT SCHEDULE

Date	Total Payment	Interest Due	Principal Due	Principal Balance
31-Dec-04	\$ --	\$ --	\$ --	\$ 2,108,137.68
31-Dec-05	\$ 198,733.48	\$ 98,660.84	\$ 100,072.64	\$ 2,008,065.04
31-Dec-06	\$ 198,733.48	\$ 93,977.44	\$ 104,756.04	\$ 1,903,309.00
31-Dec-07	\$ 198,733.48	\$ 89,074.86	\$ 109,658.62	\$ 1,793,650.38
31-Dec-08	\$ 198,733.48	\$ 83,942.84	\$ 114,790.64	\$ 1,678,859.74
31-Dec-09	\$ 198,733.48	\$ 78,570.64	\$ 120,162.84	\$ 1,558,696.90
31-Dec-10	\$ 198,733.48	\$ 72,947.01	\$ 125,786.47	\$ 1,432,910.43
31-Dec-11	\$ 198,733.48	\$ 67,060.21	\$ 131,673.27	\$ 1,301,237.16
31-Dec-12	\$ 198,733.48	\$ 60,897.90	\$ 137,835.58	\$ 1,163,401.58
31-Dec-13	\$ 198,733.48	\$ 54,447.19	\$ 144,286.29	\$ 1,019,115.29
31-Dec-14	\$ 198,733.48	\$ 47,694.60	\$ 151,038.88	\$ 868,076.41
31-Dec-15	\$ 198,733.48	\$ 40,625.98	\$ 158,107.50	\$ 709,968.91
31-Dec-16	\$ 198,733.48	\$ 33,226.54	\$ 165,506.94	\$ 544,461.97
31-Dec-17	\$ 198,733.48	\$ 25,480.82	\$ 173,252.66	\$ 371,209.31
31-Dec-18	\$ 198,733.48	\$ 17,372.60	\$ 181,360.88	\$ 189,848.43
31-Dec-19	\$ 198,733.34	\$ 8,884.91	\$ 189,848.43	\$ --

ASSIGNMENT OF OPTION

WHEREAS, on June 27, 2003, Samuel C. Johnson, as trustee of the Samuel C. Johnson 1988 Trust Number One (the "Trust"), entered into an option agreement (the "Option Agreement") with his children, including me, S. Curtis Johnson;

WHEREAS, pursuant to the Option Agreement, I have an option to purchase certain assets from the Trust during the period beginning on May 22, 2004, the date of Samuel C. Johnson's death, and ending on February 22, 2005;

WHEREAS, pursuant to paragraph 3 of the Option Agreement, I may assign my right to exercise the option granted under the Option Agreement, in whole or in part, to trusts for the benefit of any one or more of Samuel C. Johnson's descendants; and

WHEREAS, I desire to assign my rights under the Option Agreement in part to each of Johnson Bank, as trustee of the Exempt Family Trust u/a S. Curtis Johnson 1996 Family Trust, and Imogene P. Johnson, as trustee of the Herbert F. Johnson Family Trust dated March 7, 1967.

NOW, THEREFORE:

1. I hereby assign, transfer and convey to Johnson Bank, as trustee of the Exempt Family Trust u/a S. Curtis Johnson 1996 Family Trust, my right pursuant to the Option Agreement to purchase 104,500 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation.

2. I hereby assign, transfer and convey to Imogene P. Johnson, as trustee of the Herbert F. Johnson Family Trust dated March 7, 1967, my right pursuant to the Option Agreement to purchase the following interests in Johnson Outdoors, Inc., a Wisconsin corporation: 127,489 Class A shares, 6,250 Class B shares and 11,761 Class B voting trust certificates.

Signed at Racine, Wisconsin, on November 26, 2004.

/s/ S. Curtis Johnson

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S. Curtis Johnson

ASSIGNMENT OF OPTION

WHEREAS, on July 8, 2003, I entered into an option agreement (the "Option Agreement") with Samuel C. Johnson, as trustee of the Samuel C. Johnson 1988 Trust Number One (the "Trust Number One");

WHEREAS, pursuant to the Option Agreement, I have the right to purchase 485,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation (the "Option Assets"), from Trust Number One prior to January 7, 2005;

WHEREAS, pursuant to paragraph 3 of the Option Agreement, I may assign my right to exercise the option granted under the Option Agreement, in whole or in part, to trusts for the benefit of any one or more of Samuel C. Johnson's descendants; and

WHEREAS, I desire to assign all of my rights under the Option Agreement to Johnson Bank, as trustee of the Helen P. Johnson-Leipold Third Party Gift and Inheritance Trust.

NOW, THEREFORE: I hereby assign, transfer and convey all of my rights under the Option Agreement to Johnson Bank, as trustee of the Helen P. Johnson-Leipold Third Party Gift and Inheritance Trust.

Dated: December 31, 2004.

/s/ Helen P. Johnson-Leipold

-----  
Helen P. Johnson-Leipold

The undersigned accepts the foregoing assignment as of the date last above written.

HELEN P. JOHNSON-LEIPOLD THIRD PARTY GIFT  
AND INHERITANCE TRUST

JOHNSON BANK, trustee

/s/ Brian L. Lucareli

-----  
Brian L. Lucareli, Senior Vice President



## OPTION EXERCISE

THIS AGREEMENT is entered into as of the 31st day of December, 2004, by and between Johnson Bank, as trustee of the Helen P. Johnson-Leipold Third Party Gift and Inheritance Trust (the "Purchaser"), and Imogene P. Johnson and Johnson Bank, as co-trustees of the Samuel C. Johnson 1988 Trust Number One (the "Seller").

## RECITALS

A. On July 8, 2003, Samuel C. Johnson, as trustee of the Samuel C. Johnson 1988 Trust Number One, entered into an option agreement (the "Option Agreement") with Helen P. Johnson-Leipold.

B. Pursuant to the Option Agreement, Helen P. Johnson-Leipold has the right to purchase 485,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation (the "Option Assets"), from the Seller prior to January 7, 2005.

C. Pursuant to the Option Agreement, the price to be paid for the Option Assets is \$13.04 per share.

D. Prior to the execution of this instrument, Helen P. Johnson-Leipold assigned to Purchaser all of her rights pursuant to the Option Agreement.

## AGREEMENT

1. Exercise of Option. Purchaser hereby exercises its option to purchase 485,000 Class A shares of Johnson Outdoors, Inc. Seller hereby sells 485,000 Class A shares of Johnson Outdoors, Inc. to Purchaser.

2. Purchase Price. In exchange for the Option Assets, Purchaser herewith executes and delivers to Seller a secured promissory note for \$6,324,400.00 substantially in the form of Exhibit A attached hereto.

3. Parties in Interest. This agreement binds the parties hereto and their respective executors, administrators, legal representatives, trustees, heirs, distributees, legatees, successors and assigns. Nothing expressed or implied in this agreement is intended or may be construed to confer on any other person any rights, remedies, obligations or liabilities under or by reason of this agreement.

4. Entire Transaction. This agreement contains the entire understanding among the parties hereto with respect to the transaction contemplated hereby and supersedes all other agreements and understandings between the parties with respect to the transaction.

5. Applicable Law. The internal laws of the State of Wisconsin govern this agreement.

6. Severability. If any provisions hereof shall be or become unenforceable for any reason, the validity and effect of all other provisions shall not be affected thereby.

7. Headings. The headings contained in this agreement are for reference purposes only and will not affect the meaning or interpretation of any provision hereof.

8. Counterparts. This agreement may be executed in multiple counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PURCHASER:

HELEN P. JOHNSON-LEIPOLD THIRD  
PARTY GIFT AND INHERITANCE TRUST

JOHNSON BANK, trustee

/s/ Brian L. Lucareli  
Brian L. Lucareli, Senior Vice President

SELLER:

SAMUEL C. JOHNSON 1988 TRUST  
NUMBER ONE

/s/ Imogene Powers Johnson  
-----  
Imogene Powers Johnson, co-trustee

JOHNSON BANK, co-trustee

/s/ Brian L. Lucareli  
-----  
Brian L. Lucareli, Senior Vice  
President

EXHIBIT A

SECURED PROMISSORY NOTE

\$6,324,400.00

Racine, Wisconsin  
December 31, 2004

Johnson Bank, as trustee of the Helen P. Johnson-Leipold Third Party Gift and Inheritance Trust ("Borrower"), hereby promises to pay to the order of Imogene P. Johnson and Johnson Bank, as trustees of the Samuel C. Johnson 1988 Trust Number One ("Lender"), on the "maturity date" (defined below) the principal sum of Six Million Three Hundred Twenty-Four Thousand Four Hundred Dollars (\$6,324,400.00), together with interest on the unpaid principal balance from time to time outstanding at the rate of 4.68% per annum until the day preceding the maturity date. Interest and principal is due and payable annually on December 31st of each year in accordance with the attached repayment schedule, with a final payment in an amount necessary to pay all principal and interest then outstanding on December 31, 2019 (the "maturity date"). Interest shall accrue on any interest or principal which remains unpaid after 15 days from its due date at the applicable federal rate under Internal Revenue Code Section 1274(d) in effect on such due date.

To secure payment of this Note, Borrower has pledged to Lender Borrower's interest in and to 485,000 Class A shares of Johnson Outdoors, Inc, a Wisconsin corporation, and all proceeds thereof ("Collateral"). Borrower warrants that, while any obligation under this Note remains outstanding, Borrower will (i) refrain from additional borrowing or making of any loan without the approval of the Lender and (ii) keep the Collateral free and clear of all other liens, encumbrances and security interests. In the event of default under this Note, the Lender may take possession of the Collateral without notice or hearing.

Borrower may prepay any part or all of the principal amount of this note at any time and from time to time without penalty, provided that any such prepayment must be accompanied by a payment of the interest accrued to the date of the prepayment on the principal amount which is being prepaid.

All payments made hereunder, including any prepayments, will be deemed to have been made on the date of receipt by Lender. All payments must be made to Lender at 555 Main Street, Suite 260, Racine, Wisconsin 53403, or at another place designated by Lender in a written notice to Borrower.

The internal laws of the State of Wisconsin govern and control the construction, enforceability, validity and interpretation of this note.

The parties hereto waive presentment for payment, notice of dishonor, protest and notice of protest.

IN WITNESS WHEREOF, Borrower has signed and delivered this Note as of the date first above written.

HELEN P. JOHNSON-LEIPOLD THIRD PARTY GIFT  
AND INHERITANCE TRUST

JOHNSON BANK, trustee

/s/ Brian L. Lucareli

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Brian L. Lucareli, Senior Vice President

PROMISSORY NOTE  
REPAYMENT SCHEDULE

Date	Total Payment	Interest Due	Principal Due	Principal Balance
31-Dec-04	\$ --	\$ --	\$ --	\$ 6,324,400.00
31-Dec-05	\$ 596,199.20	\$ 295,981.92	\$ 300,217.28	\$ 6,024,182.72
31-Dec-06	\$ 596,199.20	\$ 281,931.75	\$ 314,267.45	\$ 5,709,915.27
31-Dec-07	\$ 596,199.20	\$ 267,224.03	\$ 328,975.17	\$ 5,380,940.10
31-Dec-08	\$ 596,199.20	\$ 251,828.00	\$ 344,371.20	\$ 5,036,568.90
31-Dec-09	\$ 596,199.20	\$ 235,711.42	\$ 360,487.78	\$ 4,676,081.12
31-Dec-10	\$ 596,199.20	\$ 218,840.60	\$ 377,358.60	\$ 4,298,722.52
31-Dec-11	\$ 596,199.20	\$ 201,180.21	\$ 395,018.99	\$ 3,903,703.53
31-Dec-12	\$ 596,199.20	\$ 182,693.33	\$ 413,505.87	\$ 3,490,197.66
31-Dec-13	\$ 596,199.20	\$ 163,341.25	\$ 432,857.95	\$ 3,057,339.71
31-Dec-14	\$ 596,199.20	\$ 143,083.50	\$ 453,115.70	\$ 2,604,224.01
31-Dec-15	\$ 596,199.20	\$ 121,877.68	\$ 474,321.52	\$ 2,129,902.49
31-Dec-16	\$ 596,199.20	\$ 99,679.44	\$ 496,519.76	\$ 1,633,382.73
31-Dec-17	\$ 596,199.20	\$ 76,442.31	\$ 519,756.89	\$ 1,113,625.84
31-Dec-18	\$ 596,199.20	\$ 52,117.69	\$ 544,081.51	\$ 569,544.33
31-Dec-19	\$ 596,199.00	\$ 26,654.67	\$ 569,544.33	\$ --

## ASSIGNMENT OF OPTION

WHEREAS, on June 27, 2003, Samuel C. Johnson, as trustee of the Samuel C. Johnson 1988 Trust Number One (the "Trust"), entered into an option agreement (the "Option Agreement") with his children, including me, Helen P. Johnson-Leipold;

WHEREAS, pursuant to the Option Agreement, I have an option to purchase certain assets from the Trust during the period beginning on May 22, 2004, the date of Samuel C. Johnson's death, and ending on February 22, 2005;

WHEREAS, pursuant to paragraph 3 of the Option Agreement, I may assign my right to exercise the option granted under the Option Agreement, in whole or in part, to trusts for the benefit of any one or more of Samuel C. Johnson's descendants; and

WHEREAS, I desire to assign my rights under the Option Agreement in part to each of Johnson Bank, as trustee of the Helen Johnson-Leipold Third Party Gift and Inheritance Trust; Johnson Bank, as trustee of the Conrad Werner Leipold Trust; Johnson Bank, as trustee of the Samuel Curtis Johnson Leipold Trust; Johnson Bank, as trustee of the Bradford Powers Leipold Trust; Johnson Bank, as trustee of the Exempt Family Trust u/a Helen Johnson-Leipold 1995 Family Trust; and Johnson Bank, as trustee of the Helen Johnson-Leipold Special 1996 Trust.

## NOW, THEREFORE:

1. I hereby assign, transfer and convey to Johnson Bank, as trustee of the Helen Johnson-Leipold Third Party Gift and Inheritance Trust, my right pursuant to the Option Agreement to purchase the following interests in Johnson Outdoors, Inc., a Wisconsin corporation: 49,988 Class A shares, 6,250 Class B shares and 11,762 Class B voting trust certificates.

2. I hereby assign, transfer and convey to Johnson Bank, as trustee of the Conrad Werner Leipold Trust, my right pursuant to the Option Agreement to purchase 24,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation; provided, however, that the assignment of my option pursuant to this paragraph 2 is conditioned upon Johnson Bank, as trustee of the Conrad Werner Leipold Trust, contributing all interests in Johnson Outdoors, Inc. purchased pursuant to such option to HJL Family Line Investments, LLC in exchange for additional membership interests in such LLC.

3. I hereby assign, transfer and convey to Johnson Bank, as trustee of the Samuel Curtis Johnson Leipold Trust, my right pursuant to the Option Agreement to purchase 24,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation; provided, however, that the assignment of my option pursuant to this paragraph 3 is conditioned upon Johnson Bank, as trustee of the Samuel

Curtis Johnson Leipold Trust, contributing all interests in Johnson Outdoors, Inc. purchased pursuant to such option to HJL Family Line Investments, LLC in exchange for additional membership interests in such LLC.

4. I hereby assign, transfer and convey to Johnson Bank, as trustee of the Bradford Powers Leipold Trust, my right pursuant to the Option Agreement to purchase 24,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation; provided, however, that the assignment of my option pursuant to this paragraph 4 is conditioned upon Johnson Bank, as trustee of the Bradford Powers Leipold Trust, contributing all interests in Johnson Outdoors, Inc. purchased pursuant to such option to HJL Family Line Investments, LLC in exchange for additional membership interests in such LLC.

5. I hereby assign, transfer and convey to Johnson Bank, as trustee of the Exempt Family Trust u/a Helen Johnson-Leipold 1995 Family Trust, my right pursuant to the Option Agreement to purchase 95,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation.

6. I hereby assign, transfer and convey to Johnson Bank, as trustee of the Helen Johnson-Leipold Special 1996 Trust, my right pursuant to the Option Agreement to purchase 15,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation.

Signed at Racine, Wisconsin, on December 15, 2004.

/s/ Helen P. Johnson-Leipold

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Helen P. Johnson-Leipold

ASSIGNMENT OF OPTION

WHEREAS, on July 8, 2003, I entered into an option agreement (the "Option Agreement") with Samuel C. Johnson, as trustee of the Samuel C. Johnson 1988 Trust Number One (the "Trust Number One");

WHEREAS, pursuant to the Option Agreement, I have the right to purchase 161,667 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation (the "Option Assets"), from Trust Number One prior to January 7, 2005;

WHEREAS, pursuant to paragraph 3 of the Option Agreement, I may assign my right to exercise the option granted under the Option Agreement, in whole or in part, to trusts for the benefit of any one or more of Samuel C. Johnson's descendants; and

WHEREAS, I desire to assign all of my rights under the Option Agreement to Johnson Bank, as trustee of the H. Fisk Johnson Third Party Gift and Inheritance Trust.

NOW, THEREFORE: I hereby assign, transfer and convey all of my rights under the Option Agreement to Johnson Bank, as trustee of the H. Fisk Johnson Third Party Gift and Inheritance Trust.

Dated: December 31, 2004.

/s/ H. Fisk Johnson

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H. Fisk Johnson

The undersigned accepts the foregoing assignment as of the date last above written.

H. FISK JOHNSON THIRD PARTY GIFT AND  
INHERITANCE TRUST

JOHNSON BANK, trustee

/s Brian L. Lucareli

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Brian L. Lucareli, Senior Vice President

OPTION EXERCISE

THIS AGREEMENT is entered into as of the 31st day of December, 2004, by and between Johnson Bank, as trustee of the H. Fisk Johnson Third Party Gift and Inheritance Trust (the "Purchaser"), and Imogene P. Johnson and Johnson Bank, as co-trustees of the Samuel C. Johnson 1988 Trust Number One (the "Seller").

RECITALS

A. On July 8, 2003, Samuel C. Johnson, as trustee of the Samuel C. Johnson 1988 Trust Number One, entered into an option agreement (the "Option Agreement") with H. Fisk Johnson.

B. Pursuant to the Option Agreement, H. Fisk Johnson has the right to purchase 161,667 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation (the "Option Assets"), from the Seller prior to January 7, 2005.

C. Pursuant to the Option Agreement, the price to be paid for the Option Assets is \$13.04 per share.

D. Prior to the execution of this instrument, H. Fisk Johnson assigned to Purchaser all of his rights pursuant to the Option Agreement.

AGREEMENT

1. Exercise of Option. Purchaser hereby exercises its option to purchase 161,667 Class A shares of Johnson Outdoors, Inc. Seller hereby sells 161,667 Class A shares of Johnson Outdoors, Inc. to Purchaser.

2. Purchase Price. In exchange for the Option Assets, Purchaser herewith executes and delivers to Seller a secured promissory note in the principal amount of \$2,108,137.68 substantially in the form of Exhibit A attached hereto.

3. Parties in Interest. This agreement binds the parties hereto and their respective executors, administrators, legal representatives, trustees, heirs, distributees, legatees, successors and assigns. Nothing expressed or implied in this agreement is intended or may be construed to confer on any other person any rights, remedies, obligations or liabilities under or by reason of this agreement.

4. Entire Transaction. This agreement contains the entire understanding among the parties hereto with respect to the transaction contemplated hereby and supersedes all other agreements and understandings between the parties with respect to the transaction.

5. Applicable Law. The internal laws of the State of Wisconsin govern this agreement.

6. Severability. If any provisions hereof shall be or become unenforceable for any reason, the validity and effect of all other provisions shall not be affected thereby.

7. Headings. The headings contained in this agreement are for reference purposes only and will not affect the meaning or interpretation of any provision hereof.

8. Counterparts. This agreement may be executed in multiple counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PURCHASER:

H. FISK JOHNSON THIRD PARTY GIFT  
AND INHERITANCE TRUST

JOHNSON BANK, trustee

/s/ Brian L. Lucareli  
Brian L. Lucareli, Senior Vice President

SELLER:

SAMUEL C. JOHNSON 1988 TRUST  
NUMBER ONE

/s/ Imogene Powers Johnson  
-----  
Imogene Powers Johnson, co-trustee

JOHNSON BANK, co-trustee

/s Brian L. Lucareli  
-----  
Brian L. Lucareli, Senior Vice  
President

EXHIBIT A

SECURED PROMISSORY NOTE

\$2,108,137.68

Racine, Wisconsin  
December 31, 2004

Johnson Bank, as trustee of the H. Fisk Johnson Third Party Gift and Inheritance Trust ("Borrower"), hereby promises to pay to the order of Imogene P. Johnson and Johnson Bank, as trustees of the Samuel C. Johnson 1988 Trust Number One ("Lender"), on the "maturity date" (defined below) the principal sum of Two Million One Hundred Eight Thousand One Hundred Thirty-Seven and 68/100 Dollars (\$2,108,137.68), together with interest on the unpaid principal balance from time to time outstanding at the rate of 4.68% per annum until the day preceding the maturity date. Interest and principal is due and payable annually on December 31st of each year in accordance with the attached repayment schedule, with a final payment in an amount necessary to pay all principal and interest then outstanding on December 31, 2019 (the "maturity date"). Interest shall accrue on any interest or principal which remains unpaid after 15 days from its due date at the applicable federal rate under Internal Revenue Code Section 1274(d) in effect on such due date.

To secure payment of this Note, Borrower has pledged to Lender Borrower's interest in and to 161,667 Class A shares of Johnson Outdoors, Inc, a Wisconsin corporation, and all proceeds thereof ("Collateral"). Borrower warrants that, while any obligation under this Note remains outstanding, Borrower will (i) refrain from additional borrowing or making of any loan without the approval of the Lender and (ii) keep the Collateral free and clear of all other liens, encumbrances and security interests. In the event of default under this Note, the Lender may take possession of the Collateral without notice or hearing.

Borrower may prepay any part or all of the principal amount of this note at any time and from time to time without penalty, provided that any such prepayment must be accompanied by a payment of the interest accrued to the date of the prepayment on the principal amount which is being prepaid.

All payments made hereunder, including any prepayments, will be deemed to have been made on the date of receipt by Lender. All payments must be made to Lender at 555 Main Street, Suite 260, Racine, Wisconsin 53403, or at another place designated by Lender in a written notice to Borrower.

The internal laws of the State of Wisconsin govern and control the construction, enforceability, validity and interpretation of this note.

The parties hereto waive presentment for payment, notice of dishonor, protest and notice of protest.



IN WITNESS WHEREOF, Borrower has signed and delivered this Note as of the date first above written.

H. FISK JOHNSON THIRD PARTY GIFT AND  
INHERITANCE TRUST

JOHNSON BANK, trustee

/s/ Brian L. Lucareli

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Brian L. Lucareli, Senior Vice President

PROMISSORY NOTE  
REPAYMENT SCHEDULE

Date	Total Payment	Interest Due	Principal Due	Principal Balance
31-Dec-04	\$ --	\$ --	\$ --	\$ 2,108,137.68
31-Dec-05	\$ 198,733.48	\$ 98,660.84	\$ 100,072.64	\$ 2,008,065.04
31-Dec-06	\$ 198,733.48	\$ 93,977.44	\$ 104,756.04	\$ 1,903,309.00
31-Dec-07	\$ 198,733.48	\$ 89,074.86	\$ 109,658.62	\$ 1,793,650.38
31-Dec-08	\$ 198,733.48	\$ 83,942.84	\$ 114,790.64	\$ 1,678,859.74
31-Dec-09	\$ 198,733.48	\$ 78,570.64	\$ 120,162.84	\$ 1,558,696.90
31-Dec-10	\$ 198,733.48	\$ 72,947.01	\$ 125,786.47	\$ 1,432,910.43
31-Dec-11	\$ 198,733.48	\$ 67,060.21	\$ 131,673.27	\$ 1,301,237.16
31-Dec-12	\$ 198,733.48	\$ 60,897.90	\$ 137,835.58	\$ 1,163,401.58
31-Dec-13	\$ 198,733.48	\$ 54,447.19	\$ 144,286.29	\$ 1,019,115.29
31-Dec-14	\$ 198,733.48	\$ 47,694.60	\$ 151,038.88	\$ 868,076.41
31-Dec-15	\$ 198,733.48	\$ 40,625.98	\$ 158,107.50	\$ 709,968.91
31-Dec-16	\$ 198,733.48	\$ 33,226.54	\$ 165,506.94	\$ 544,461.97
31-Dec-17	\$ 198,733.48	\$ 25,480.82	\$ 173,252.66	\$ 371,209.31
31-Dec-18	\$ 198,733.48	\$ 17,372.60	\$ 181,360.88	\$ 189,848.43
31-Dec-19	\$ 198,733.34	\$ 8,884.91	\$ 189,848.43	\$ --

ASSIGNMENT OF OPTION

WHEREAS, on June 27, 2003, Samuel C. Johnson, as trustee of the Samuel C. Johnson 1988 Trust Number One (the "Trust"), entered into an option agreement (the "Option Agreement") with his children, including H. Fisk Johnson;

WHEREAS, pursuant to the Option Agreement, H. Fisk Johnson has an option to purchase certain assets from the Trust during the period beginning on May 22, 2004, the date of Samuel C. Johnson's death, and ending on February 22, 2005;

WHEREAS, pursuant to paragraph 3 of the Option Agreement, H. Fisk Johnson may assign his right to exercise the option granted under the Option Agreement, in whole or in part, to trusts for the benefit of any one or more of Samuel C. Johnson's descendants and corporations or partnerships, a majority of the value of which is owned (directly or indirectly through ownership in one or more corporations or partnerships) by any one or more of Samuel C. Johnson's descendants or by a trust for the benefit of any one or more of Samuel C. Johnson's descendants; and

WHEREAS, H. Fisk Johnson desires to assign his rights under the Option Agreement in part to each of Johnson Bank, as trustee of the H. Fisk Johnson Third Party Gift and Inheritance Trust, and Series II of HFJ III Family Line Investments LLC.

NOW, THEREFORE:

1. H. Fisk Johnson hereby assigns, transfers and conveys to Johnson Bank, as trustee of the H. Fisk Johnson Third Party Gift and Inheritance Trust, his right pursuant to the Option Agreement to purchase 146,988 Class A shares, 6,250 Class B shares and 11,762 Class B voting trust certificates in Johnson Outdoors, Inc., a Wisconsin corporation.

2. H. Fisk Johnson hereby assigns, transfers and conveys to Series II of HFJ III Family Line Investments LLC his right pursuant to the Option Agreement to purchase 85,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation.

3. Imogene P. Johnson and Johnson Bank, as co-trustees of the Samuel C. Johnson 1988 Trust Number One dated September 14, 1988, hereby consent to the assignment of H. Fisk Johnson's rights pursuant to the Option Agreement to purchase 85,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation, to Series II of HFJ III Family Line Investments LLC.

Signed at Racine, Wisconsin, on December 15, 2004.

H. Fisk Johnson

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H. Fisk Johnson

SAMUEL C. JOHNSON 1988 TRUST NUMBER ONE

JOHNSON BANK, trustee

/s/ Brian L. Lucareli

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Brian L. Lucareli, Senior Vice President

ASSIGNMENT OF OPTION

WHEREAS, on July 8, 2003, I entered into an option agreement (the "Option Agreement") with Samuel C. Johnson, as trustee of the Samuel C. Johnson 1988 Trust Number One (the "Trust Number One");

WHEREAS, pursuant to the Option Agreement, I have the right to purchase 161,667 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation (the "Option Assets"), from Trust Number One prior to January 7, 2005;

WHEREAS, pursuant to paragraph 3 of the Option Agreement, I may assign my right to exercise the option granted under the Option Agreement, in whole or in part, to trusts for the benefit of any one or more of Samuel C. Johnson's descendants; and

WHEREAS, I desire to assign all of my rights under the Option Agreement to Johnson Bank, as trustee of the Winifred J. Marquart Third Party Gift and Inheritance Trust.

NOW, THEREFORE: I hereby assign, transfer and convey all of my rights under the Option Agreement to Johnson Bank, as trustee of the Winifred J. Marquart Third Party Gift and Inheritance Trust.

Dated: December 31, 2004.

/s/ Winifred J. Marquart

-----  
Winifred J. Marquart

The undersigned accepts the foregoing assignment as of the date last above written.

WINIFRED J. MARQUART THIRD PARTY GIFT AND  
INHERITANCE TRUST

JOHNSON BANK, trustee

/s/ Brian L. Lucareli

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Brian L. Lucareli, Senior Vice President

## OPTION EXERCISE

THIS AGREEMENT is entered into as of the 31st day of December, 2004, by and between Johnson Bank, as trustee of the Winifred J. Marquart Third Party Gift and Inheritance Trust (the "Purchaser"), and Imogene P. Johnson and Johnson Bank, as co-trustees of the Samuel C. Johnson 1988 Trust Number One (the "Seller").

## RECITALS

A. On July 8, 2003, Samuel C. Johnson, as trustee of the Samuel C. Johnson 1988 Trust Number One, entered into an option agreement (the "Option Agreement") with Winifred J. Marquart.

B. Pursuant to the Option Agreement, Winifred J. Marquart has the right to purchase 161,667 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation (the "Option Assets"), from the Seller prior to January 7, 2005.

C. Pursuant to the Option Agreement, the price to be paid for the Option Assets is \$13.04 per share.

D. Prior to the execution of this instrument, Winifred J. Marquart assigned to Purchaser all of her rights pursuant to the Option Agreement.

## AGREEMENT

1. Exercise of Option. Purchaser hereby exercises its option to purchase 161,667 Class A shares of Johnson Outdoors, Inc. Seller hereby sells 161,667 Class A shares of Johnson Outdoors, Inc. to Purchaser.

2. Purchase Price. In exchange for the Option Assets, Purchaser herewith executes and delivers to Seller a secured promissory note in the principal amount of \$2,108,137.68 substantially in the form of Exhibit A attached hereto.

3. Parties in Interest. This agreement binds the parties hereto and their respective executors, administrators, legal representatives, trustees, heirs, distributees, legatees, successors and assigns. Nothing expressed or implied in this agreement is intended or may be construed to confer on any other person any rights, remedies, obligations or liabilities under or by reason of this agreement.

4. Entire Transaction. This agreement contains the entire understanding among the parties hereto with respect to the transaction contemplated hereby and supersedes all other agreements and understandings between the parties with respect to the transaction.

5. Applicable Law. The internal laws of the State of Wisconsin govern this agreement.

6. Severability. If any provisions hereof shall be or become unenforceable for any reason, the validity and effect of all other provisions shall not be affected thereby.

7. Headings. The headings contained in this agreement are for reference purposes only and will not affect the meaning or interpretation of any provision hereof.

8. Counterparts. This agreement may be executed in multiple counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PURCHASER:

WINIFRED J. MARQUART THIRD  
PARTY GIFT AND INHERITANCE  
TRUST

JOHNSON BANK, trustee

/s/ Brian L. Lucareli  
Brian L. Lucareli, Senior Vice President

SELLER:

SAMUEL C. JOHNSON 1988 TRUST  
NUMBER ONE

/s/ Imogene Powers Johnson  
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Imogene Powers Johnson, co-trustee

JOHNSON BANK, co-trustee

/s Brian L. Lucareli  
-----  
Brian L. Lucareli, Senior Vice  
President

EXHIBIT A

SECURED PROMISSORY NOTE

\$2,108,137.68

Racine, Wisconsin  
December 31, 2004

Johnson Bank, as trustee of the Winifred J. Marquart Third Party Gift and Inheritance Trust ("Borrower"), hereby promises to pay to the order of Imogene P. Johnson and Johnson Bank, as trustees of the Samuel C. Johnson 1988 Trust Number One ("Lender"), on the "maturity date" (defined below) the principal sum of Two Million One Hundred Eight Thousand One Hundred Thirty-Seven and 68/100 Dollars (\$2,108,137.68), together with interest on the unpaid principal balance from time to time outstanding at the rate of 4.68% per annum until the day preceding the maturity date. Interest and principal is due and payable annually on December 31st of each year in accordance with the attached repayment schedule, with a final payment in an amount necessary to pay all principal and interest then outstanding on December 31, 2019 (the "maturity date"). Interest shall accrue on any interest or principal which remains unpaid after 15 days from its due date at the applicable federal rate under Internal Revenue Code Section 1274(d) in effect on such due date.

To secure payment of this Note, Borrower has pledged to Lender Borrower's interest in and to 161,667 Class A shares of Johnson Outdoors, Inc, a Wisconsin corporation, and all proceeds thereof ("Collateral"). Borrower warrants that, while any obligation under this Note remains outstanding, Borrower will (i) refrain from additional borrowing or making of any loan without the approval of the Lender and (ii) keep the Collateral free and clear of all other liens, encumbrances and security interests. In the event of default under this Note, the Lender may take possession of the Collateral without notice or hearing.

Borrower may prepay any part or all of the principal amount of this note at any time and from time to time without penalty, provided that any such prepayment must be accompanied by a payment of the interest accrued to the date of the prepayment on the principal amount which is being prepaid.

All payments made hereunder, including any prepayments, will be deemed to have been made on the date of receipt by Lender. All payments must be made to Lender at 555 Main Street, Suite 260, Racine, Wisconsin 53403, or at another place designated by Lender in a written notice to Borrower.

The internal laws of the State of Wisconsin govern and control the construction, enforceability, validity and interpretation of this note.

The parties hereto waive presentment for payment, notice of dishonor, protest and notice of protest.

IN WITNESS WHEREOF, Borrower has signed and delivered this Note as of the date first above written.

WINIFRED J. MARQUART THIRD PARTY GIFT AND  
INHERITANCE TRUST

JOHNSON BANK, trustee

/s/ Brian L. Lucareli

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Brian L. Lucareli, Senior Vice President

PROMISSORY NOTE  
REPAYMENT SCHEDULE

Date	Total Payment	Interest Due	Principal Due	Principal Balance
31-Dec-04	\$ --	\$ --	\$ --	\$ 2,108,137.68
31-Dec-05	\$ 198,733.48	\$ 98,660.84	\$ 100,072.64	\$ 2,008,065.04
31-Dec-06	\$ 198,733.48	\$ 93,977.44	\$ 104,756.04	\$ 1,903,309.00
31-Dec-07	\$ 198,733.48	\$ 89,074.86	\$ 109,658.62	\$ 1,793,650.38
31-Dec-08	\$ 198,733.48	\$ 83,942.84	\$ 114,790.64	\$ 1,678,859.74
31-Dec-09	\$ 198,733.48	\$ 78,570.64	\$ 120,162.84	\$ 1,558,696.90
31-Dec-10	\$ 198,733.48	\$ 72,947.01	\$ 125,786.47	\$ 1,432,910.43
31-Dec-11	\$ 198,733.48	\$ 67,060.21	\$ 131,673.27	\$ 1,301,237.16
31-Dec-12	\$ 198,733.48	\$ 60,897.90	\$ 137,835.58	\$ 1,163,401.58
31-Dec-13	\$ 198,733.48	\$ 54,447.19	\$ 144,286.29	\$ 1,019,115.29
31-Dec-14	\$ 198,733.48	\$ 47,694.60	\$ 151,038.88	\$ 868,076.41
31-Dec-15	\$ 198,733.48	\$ 40,625.98	\$ 158,107.50	\$ 709,968.91
31-Dec-16	\$ 198,733.48	\$ 33,226.54	\$ 165,506.94	\$ 544,461.97
31-Dec-17	\$ 198,733.48	\$ 25,480.82	\$ 173,252.66	\$ 371,209.31
31-Dec-18	\$ 198,733.48	\$ 17,372.60	\$ 181,360.88	\$ 189,848.43
31-Dec-19	\$ 198,733.34	\$ 8,884.91	\$ 189,848.43	\$ --



## ASSIGNMENT OF OPTION

WHEREAS, on June 27, 2003, Samuel C. Johnson, as trustee of the Samuel C. Johnson 1988 Trust Number One (the "Trust"), entered into an option agreement (the "Option Agreement") with his children, including me, Winifred J. Marquart;

WHEREAS, pursuant to the Option Agreement, I have an option to purchase certain assets from the Trust during the period beginning on May 22, 2004, the date of Samuel C. Johnson's death, and ending on February 22, 2005;

WHEREAS, pursuant to paragraph 3 of the Option Agreement, I may assign my right to exercise the option granted under the Option Agreement, in whole or in part, to trusts for the benefit of any one or more of Samuel C. Johnson's descendants; and

WHEREAS, I desire to assign my rights under the Option Agreement in part to each of Johnson Bank, as trustee of the Winifred J. Marquart Third Party Gift and Inheritance Trust; Johnson Bank, as trustee of the Samantha Gene Marquart Trust; Johnson Bank, as trustee of the Isabelle Clare Marquart Trust; Johnson Bank, as trustee of the Danielle Marie Marquart Trust; and Johnson Bank, as trustee of the Exempt Family Trust u/a Winifred J. Marquart 1996 Family Trust.

NOW, THEREFORE:

1. I hereby assign, transfer and convey to Johnson Bank, as trustee of the Winifred J. Marquart Third Party Gift and Inheritance Trust, my right pursuant to the Option Agreement to purchase the following interests in Johnson Outdoors, Inc., a Wisconsin corporation: 192,489 Class A shares, 6,250 Class B shares and 11,761 Class B voting trust certificates.

2. I hereby assign, transfer and convey to Johnson Bank, as trustee of the Samantha Gene Marquart Trust, my right pursuant to the Option Agreement to purchase 6,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation; provided, however, that the assignment of my option pursuant to this paragraph 2 is conditioned upon Johnson Bank, as trustee of the Samantha Gene Marquart Trust, contributing all interests in Johnson Outdoors, Inc. purchased pursuant to such option to WJM Family Line Investments, LLC in exchange for additional membership interests in such LLC.

3. I hereby assign, transfer and convey to Johnson Bank, as trustee of the Isabelle Clare Marquart Trust, my right pursuant to the Option Agreement to purchase 6,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation; provided, however, that the assignment of my option pursuant to this paragraph 3 is conditioned upon Johnson Bank, as trustee of the Isabelle Clare Marquart Trust, contributing all interests in Johnson Outdoors, Inc. purchased pursuant to such option to WJM Family Line Investments, LLC in exchange for additional membership interests in such LLC.

4. I hereby assign, transfer and convey to Johnson Bank, as trustee of the Danielle Marie Marquart Trust, my right pursuant to the Option Agreement to purchase 6,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation; provided, however, that the assignment of my option pursuant to this paragraph 4 is conditioned upon Johnson Bank, as trustee of the Danielle Marie Marquart Trust, contributing all interests in Johnson Outdoors, Inc. purchased pursuant to such option to WJM Family Line Investments, LLC in exchange for additional membership interests in such LLC.

5. I hereby assign, transfer and convey to Johnson Bank, as trustee of the Exempt Family Trust u/a Winifred J. Marquart 1996 Family Trust, my right pursuant to the Option Agreement to purchase 21,500 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation.

Signed at Racine, Wisconsin on December 15, 2004.

/s/ Winifred J. Marquart

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Winifred J. Marquart