

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

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FORM S-8

REGISTRATION STATEMENT

Under

THE SECURITIES ACT OF 1933

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JOHNSON WORLDWIDE ASSOCIATES, INC.

(Exact name of registrant as specified in its charter)

Wisconsin  
(State or other jurisdiction of  
incorporation or organization)

39-1536083  
(I.R.S. Employer  
Identification No.)

1326 Willow Road  
Sturtevant, Wisconsin  
(Address of principal executive offices)

53177  
(Zip Code)

Johnson Worldwide Associates, Inc. 1994  
Non-Employee Director Stock Ownership Plan  
(Full title of the plan)

Helen P. Johnson-Leipold  
Chairman & Chief Executive Officer  
Johnson Worldwide Associates, Inc.  
1326 Willow Road  
Sturtevant, Wisconsin 53177  
(262) 884-1500  
(Name, address and telephone number,  
including area code, of agent for service)

Copy to:

Benjamin F. Garmer, III  
Foley & Lardner  
777 East Wisconsin Avenue, Suite 3700  
Milwaukee Wisconsin 53202  
(414) 271-2400

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CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Class A Common Stock, \$.05 par value	50,000 shares	\$8.97(1)	\$448,500(1)	\$125

(1) Estimated pursuant to Rule 457(c) under the Securities Act of 1933 solely for the purpose of calculating the registration fee based on the average of the high and low prices of the Class A Common Stock as reported by The Nasdaq Stock Market on September 27, 1999.

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This registration statement is being filed to register additional shares of Class A Common Stock of Johnson Worldwide Associates, Inc. (the "Company") that may be issued under the Johnson Worldwide Associates, Inc. 1994 Non-Employee Director Stock Ownership Plan (the "Plan"), for which a Form S-8 Registration Statement is already effective (registration no. 33-52073). The contents of the Company's Form S-8 Registration Statement (registration no. 33-52073) relating to the Plan are incorporated herein by reference.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The document or documents containing the information specified in Part I are not required to be filed with the Securities and Exchange Commission ("Commission") as part of this Form S-8 Registration Statement.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

The information required in Part II, except Item 8, is not required to be filed with the Commission as part of this Form S-8 Registration Statement.

Item 8. Exhibits.

The following exhibits have been filed (except where otherwise indicated) as part of this Registration Statement:

Exhibit No. -----	Exhibit -----
(4)	Johnson Worldwide Associates, Inc. 1994 Non-Employee Director Stock Ownership Plan (as amended)
(5)	Opinion of Foley & Lardner
(23.1)	Consent of KPMG LLP
(23.2)	Consent of Foley & Lardner (contained in Exhibit 5 hereto)
(24)	Power of Attorney relating to subsequent amendments (included on the signature page to this Registration Statement)

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Sturtevant, and State of Wisconsin, on this 27th day of July, 1999.

JOHNSON WORLDWIDE ASSOCIATES, INC.

By: /s/ Helen P. Johnson-Leipold  
Helen P. Johnson-Leipold  
Chairman & Chief Executive Officer

POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated. Each person whose signature appears below constitutes and appoints Helen P. Johnson-Leipold and Carl G. Schmidt, and each of them individually, his or her true and lawful attorney-in-fact and agent, with full power of substitution and revocation, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, may lawfully do or cause to be done by virtue hereof.

Signature  
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Title  
-----

Date  
-----

/s/ Helen P. Johnson-Leipold  
-----  
Helen P. Johnson-Leipold  
Chairman, Chief Executive Officer and  
Director (Principal Executive Officer)  
July 27, 1999

/s/ Carl G. Schmidt  
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Carl G. Schmidt  
Senior Vice President and Chief  
Financial Officer, Secretary and  
Treasurer (Principal Financial and  
Accounting Officer)  
July 27, 1999

/s/ Samuel C. Johnson  
-----  
Samuel C. Johnson  
Director  
July 27, 1999

/s/ Thomas F. Pyle, Jr.  
-----  
Thomas F. Pyle, Jr.  
Director  
July 27, 1999

/s/ Gregory E. Lawton  
-----  
Gregory E. Lawton  
Director  
July 27, 1999

/s/ Glenn N. Rupp  
-----  
Glenn N. Rupp  
Director  
July 27, 1999

EXHIBIT INDEX

JOHNSON WORLDWIDE ASSOCIATES, INC. 1994 NON-EMPLOYEE DIRECTOR STOCK  
OWNERSHIP PLAN

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Johnson Worldwide Associates, Inc.  
 1994 Non-Employee Director Stock Ownership Plan  
 (as amended)

## Section 1: Purpose

The purpose of the Johnson Worldwide Associates, Inc. 1994 Non-Employee Director Stock Ownership Plan (the "Plan") is to promote the long-term growth and financial success of Johnson Worldwide Associates, Inc. (the "Company") by attracting and retaining non-employee directors of outstanding ability and assisting the Company in promoting a greater identity of interest between the Company's non-employee directors and its shareholders.

## Section 2: Definitions

As used in the Plan, the following terms have the respective meanings set forth below:

- (a) Award means any Stock Option or Stock Award granted under the Plan.
- (b) Board means the Company's Board of Directors.
- (c) Common Stock means the Class A Common Stock, \$.05 par value, of the Company.
- (d) Company means Johnson Worldwide Associates, Inc., a corporation established under the laws of the State of Wisconsin, and any entity that is directly or indirectly controlled by the Company or any entity in which the Company has a significant interest as determined by the Board.
- (e) Fair Market Value means the fair market value of the Common Stock determined by such methods or procedures as shall be established from time to time by the Board; provided, however, that the Fair Market Value shall not be less than the par value of the Common Stock; and provided further, that so long as the Common Stock is traded on a public market, Fair Market Value means the average of the high and low prices of a share of Common Stock in the over-the-counter market on the specified date, as reported by the Nasdaq National Market (or if no sales occurred on such date, the last preceding date on which sales occurred); provided, however, that if the principal market for the Common Stock is then a national securities exchange, the Fair Market Value shall be the average of the high and low prices of a share of Common Stock on the principal securities exchange on which the Common Stock is traded on the specified date (or if no sales occurred on such date, the last preceding date on which sales occurred).
- (f) 1934 Act means the Securities Exchange Act of 1934, as amended from time to time.
- (g) Participant means a Director of the Board who is not an employee of the Company.
- (h) Shares means shares of Common Stock of the Company.
- (i) Stock Award means an award to a Participant comprised of Shares granted under Section 6(b) of the Plan.
- (j) Stock Option means an award in the form of the right to purchase a specified number of Shares at a specified price during a specified period granted under Section 6(a) of the Plan.

## Section 3: Effective Dates

The Plan shall be in effect as of January 27, 1994, subject, however, to the approval of the Plan by the shareholders of the Company. No Awards may be made under the Plan after January 27, 2004 or earlier termination of the Plan by the Board.

## Section 4: Plan Operation

The Plan is intended to meet the requirements of Rule 16b-3(c)(2)(ii) adopted under the 1934 Act and accordingly is intended to be self-governing. To this end the Plan requires no discretionary action by any administrative body with regard to any transaction under the Plan. To this extent, if any, that any questions of interpretation arise, these shall be resolved by the Board.

## Section 5: Stock Available for Awards

- (a) Common Shares Available. The maximum number of Shares available for

Awards under the Plan may not exceed 100,000 shares of Common Stock of the Company.

- (b) Adjustments and Reorganizations. The Board, as it deems appropriate to meet the intent of the Plan, may make such adjustments to (i) the number of Shares available under the Plan and which thereafter may be made the subject of Awards under the Plan, and (ii) the number and type and exercise price of Shares subject to outstanding Stock Options, provided any such adjustments are consistent with the effect on other shareholders arising from any corporate restructuring action. Such actions may include, but are not limited to, any stock dividend, stock split, combination or exchange of shares, merger, consolidation, spin-off, recapitalization, or other distributions (other than normal cash dividends) of Company assets to shareholders, or any other change affecting Shares. The Board may also make such similar appropriate adjustments in the calculation of Fair Market Value as it deems necessary to preserve the Participants' rights under the Plan. Notwithstanding the foregoing, (x) Stock Options subject to grant or previously granted under the Plan at the time of any event described above shall be subject to only such adjustment as shall be necessary to maintain the proportionate interest of the Participant and preserve, without exceeding, the value of such Stock Options, and (y) the number of Shares subject to Stock Awards under the Plan at the time of any event described above shall be subject to only such adjustment as shall be necessary to maintain the relative proportionate interest represented by such Shares immediately prior to any such event.

- (c) Common Stock Usage. If, after the effective date of the Plan, any Shares covered by an Award granted under the Plan, or to which any Award relates, are forfeited or if an Award otherwise terminates, expires or is cancelled prior to the delivery of all of the Shares or of other consideration issuable or payable pursuant to such Award and if such forfeiture, termination, expiration or cancellation occurs prior to the payment of dividends or the exercise by the holder of other indicia of ownership of the Shares to which the Award relates, then the number of Shares counted against the number of Shares available under the Plan in connection with the grant of such Award, to the extent of any such forfeiture, termination, expiration or cancellation, shall again be available for granting of additional Awards under the Plan.

Section 6: Awards

- (a) Stock Options. By and simultaneous with the approval of the Plan by the shareholders of the Company, each Participant at such time shall automatically be granted a non-qualified stock option to purchase 5,000 Shares of Common Stock. Thereafter, on the date on which a Participant, other than a Participant who was serving as a Director of the Company on the date of shareholder approval, is first elected or appointed as a Director of the Company during the existence of the Plan, such Participant shall automatically be granted a non-qualified stock option to purchase 5,000 Shares of Common Stock. The option exercise price shall be the Fair Market Value of a Share of Common Stock on the date of the grant which shall be payable at the time of exercise in cash, previously acquired Shares of Common Stock valued at their Fair Market Value or such other forms or combinations of forms as the Board may approve. Each option shall have a term of ten years and shall become fully exercisable one year following the date on which it is granted.
- (b) Stock Awards. Commencing with the 1994 annual meeting of shareholders, the Company shall issue to each Participant 500 Shares of Common Stock on the first business day following each annual meeting of shareholders until the Plan is terminated or amended.



Section 7: General Provisions Applicable to Awards

- (a) Transferability of Stock Options. Options granted under the Plan shall not be transferable other than by will or under the laws of descent and distribution, except that a Participant may, to the extent allowed by the Board or a committee designated by the Board and in a manner specified by the Board or such a committee, (i) designate in writing a beneficiary to exercise the option after the Participant's death; or (ii) transfer any option.
- (b) Non-Transferability of Stock Awards. Shares awarded under Section 6(b) hereof shall not be assignable, alienable, saleable or otherwise transferable by the respective Participant until such Participant ceases for any reason to serve on the Board. Notwithstanding the preceding sentence, the following transfers or other dispositions will not be deemed to be a violation of the transfer restrictions set forth herein:
- A gift or other transfer of Shares issued to (i) any trust or other estate in which such Participant has a substantial beneficial interest or as to which such Participant serves as a trustee or in a similar capacity or (ii) any relative or spouse of such Participant, or any relative of such spouse, who has the same home as the Participant which in either case would not change the Participant's beneficial ownership of those Shares for purposes of reporting under Section 16(a) of the 1934 Act; provided, that any Shares transferred by gift or otherwise pursuant to this subparagraph will continue to be subject to the non-transfer restrictions of this Section though such Shares are held by the Participant.
- (c) Termination of Directorship. If for any reason a Participant ceases to be a Director of the Company one year or more after the Director's initial election or appointment to the Board while holding an option granted under the Plan, such option shall continue to be exercisable for a period of three years after such termination or the remainder of the option term, whichever is shorter. If for any reason other than death a Participant ceases to be a Director of the Company within one year of the Director's initial election or appointment to the Board, the option granted under the Plan and held by the Director shall be cancelled as of the date of such termination. In the event a Participant dies within one year of initial election or appointment to the Board, the option granted under the Plan shall be exercisable by will or in accordance with the laws of descent and distribution for a period of three years following the date of death.
- (d) Documentation of Grants. Awards made under the Plan shall be evidenced by written agreements or such other appropriate documentation as the Board shall prescribe. The Board need not require the execution of any instrument or acknowledgment of notice of an Award under the Plan, in which case acceptance of such Award by the respective Participant will constitute agreement to the terms of the Award.
- (e) Plan Amendment. The Board may suspend or terminate the Plan or any portion of the Plan at any time. The Board may also amend the Plan if deemed to be in the best interests of the Company and its shareholders; provided, however, that (i) no such amendment may impair any Participant's right regarding any outstanding grants, elections or other right to receive Shares under the Plan without his or her consent, and (ii) the Plan may not be amended more than once every six months, unless such amendment is permitted by Rule 16b-3(c)(2)(ii)(B) under the 1934 Act.
- (f) Governing Law. The validity, construction and effect of the Plan and any such actions taken under or relating to the Plan shall be determined in accordance with the laws of the State of Wisconsin and applicable federal law.

Last Amended October 12, 1998

FOLEY & LARDNER  
ATTORNEYS AT LAW

CHICAGO  
JACKSONVILLE  
LOS ANGELES  
MADISON  
MILWAUKEE  
ORLANDO  
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SAN DIEGO  
SAN FRANCISCO  
TALLAHASSEE  
TAMPA  
WASHINGTON, D.C.  
WEST PALM BEACH

September 29, 1999

Johnson Worldwide Associates, Inc.  
1326 Willow Road  
Sturtevant, WI 53177

Ladies & Gentlemen:

We have acted as counsel for Johnson Worldwide Associates, Inc., a Wisconsin corporation (the "Company"), in connection with the preparation of a Form S-8 Registration Statement (the "Registration Statement") to be filed by the Company with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), relating to 50,000 shares of the Company's Class A Common Stock, \$.05 par value per share (the "Class A Common Stock"), which may be issued or acquired pursuant to the Johnson Worldwide Associates, Inc. 1994 Non-Employee Director Stock Ownership Plan (the "Plan").

In this regard, we have examined: (a) the Plan, as amended; (b) signed copies of the Registration Statement; (c) the Company's Articles of Incorporation and Bylaws, as amended to date; (d) resolutions of the Company's Board of Directors relating to the Plan; and (e) such other documents and records as we have deemed necessary to enable us to render this opinion.

Based upon the foregoing, we are of the opinion that:

1. The Company is a corporation validly existing under the laws of the State of Wisconsin.
2. The shares of Class A Common Stock, when issued pursuant to the terms and conditions of the Plan, and as contemplated in the Registration Statement, will be validly issued, fully paid and nonassessable, except as otherwise provided by Section 180.0622(2)(b) of the Wisconsin Statutes.

We consent to the use of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not admit that we are "experts" within the meaning of Section 11 of the Securities Act or within the category of persons whose consent is required by Section 7 of the Securities Act.

Very truly yours,

/s/FOLEY & LARDNER

Consent of KPMG LLP

The Board of Directors  
Johnson Worldwide Associates, Inc.:

We consent to incorporation by reference in the registration statement on Form S-8 of Johnson Worldwide Associates, Inc. of our report dated November 10, 1998, relating to the consolidated balance sheets of Johnson Worldwide Associates, Inc. and subsidiaries as of October 2, 1998 and October 3, 1997, and the related consolidated statements of operations, shareholders' equity, and cash flows for each of the years in the three-year period ended October 2, 1998, which report appears in the October 2, 1998 annual report on Form 10-K of Johnson Worldwide Associates, Inc.

/s/ KPMG LLP

Milwaukee, Wisconsin  
September 29, 1999