

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. 8)*

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 16, 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)

SHARES BENEFICIALLY OWNED	8	SHARED VOTING POWER 1,948,746 shares (2)(3)
BY EACH REPORTING	9	SOLE DISPOSITIVE POWER 342,587 shares (1)
PERSON WITH	10	SHARED DISPOSITIVE POWER 1,948,746 shares (2)(3)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	2,291,333 shares (1)(2)(3)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) See Item 5	<input checked="" type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 25.9% 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 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 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, 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 14,143 options and rights held by Ms. Johnson-Leipold to purchase shares of Class A Common Stock that are exerciseable 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
		166,027 shares (1)
SHARES BENEFICIALLY OWNED	8	SHARED VOTING POWER
		1,446,858 shares (1)
BY EACH REPORTING PERSON	9	SOLE DISPOSITIVE POWER
		166,027 shares (1)
WITH	10	SHARED DISPOSITIVE POWER
		1,446,858 shares (1)

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

1,612,885 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)
18.2% of the Class A Common Stock (1)(2)

14 TYPE OF REPORTING PERSON (See Instructions)
IN

(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 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 OF	7	SOLE VOTING POWER
		0 shares
SHARES BENEFICIALLY OWNED	8	SHARED VOTING POWER
		1,493,904 shares (1)
BY EACH REPORTING PERSON WITH	9	SOLE DISPOSITIVE POWER
		0 shares
	10	SHARED DISPOSITIVE POWER
		1,493,904 shares (1)

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
 1,493,904 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)
 16.9% 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 OF | 7 | SOLE VOTING POWER
114,464 shares |
| SHARES BENEFICIALLY OWNED | 8 | SHARED VOTING POWER
1,037,330 shares (1) |
| BY EACH REPORTING PERSON WITH | 9 | SOLE DISPOSITIVE POWER
114,464 shares |
| | 10 | SHARED DISPOSITIVE POWER
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 OF	7	SOLE VOTING POWER 445,504 shares (1)
SHARES BENEFICIALLY OWNED	8	SHARED VOTING POWER 2,422,719 shares (2)
BY EACH REPORTING PERSON WITH	9	SOLE DISPOSITIVE POWER 445,504 shares (1)
	10	SHARED DISPOSITIVE POWER 2,422,719 shares (2)

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,868,223 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)
31.0% 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 236,000 shares of Class A Common Stock are exercisable within 60 days.

(2) Includes options and rights to acquire 164,000 shares of Class A 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 400,000 options and rights held by Johnson Back to purchase shares of Class A 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) [x]
(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 1,615,698 shares (2)(3)(4)
BY EACH REPORTING PERSON WITH	9	SOLE DISPOSITIVE POWER 401,739 shares (1)
	10	SHARED DISPOSITIVE POWER 1,615,698 shares (2)(3)(4)

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,017,437 (1)(2)(3)(4)

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

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
22.6% 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 85,000 shares of Class A 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 99,143 options and rights held by Mr. Johnson to purchase shares of Class A Common Stock that are exercisable within 60 days.

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)
SHARES BENEFICIALLY OWNED	8	SHARED VOTING POWER 1,359,883 shares (2)(3)
BY EACH REPORTING PERSON WITH	9	SOLE DISPOSITIVE POWER 43,153 shares (1)
	10	SHARED DISPOSITIVE POWER 1,359,883 shares (2)(3)

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)
15.9% 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 that are exercisable within 60 days.

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 PERSON WITH	9	SOLE DISPOSITIVE POWER
		14,164 shares (1)
	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)
5.2% 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 79,000 shares of Class A 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 93,144 options and rights held by Ms. Marquart to purchase shares of Class A Common Stock that are exercisable within 60 days.

THIS AMENDMENT NO. 8 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. 8 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. 7 to Schedule 13D filed by the Reporting Persons with the Securities and Exchange Commission (the "SEC") on February 17, 2005.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

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

As more fully set forth below in Item 4, on February 16, 2005, an entity beneficially owned by Mrs. Johnson, exercised its option to purchase (i) 127,489 shares of Class A Common Stock and (ii) 6,250 shares of Class B Common Stock from the 1988 Trust and paid cash for such shares.

As more fully set forth below in Item 4, on February 16, 2005, an entity beneficially owned jointly by Ms. Johnson-Leipold and the Bank, exercised its option to purchase (i) 49,988 shares of Class A Common Stock and (ii) 6,250 shares of Class B Common Stock from the 1988 Trust and for such shares paid partially in cash and partially by the issuance of a promissory note, attached hereto as Exhibit 99.31 (the "HJL Note 2").

As more fully set forth below in Item 4, on February 16, 2005, entities beneficially owned by the Bank, exercised options to purchase in the aggregate 90,000 shares of Class A Common Stock and paid cash for the exercise price of such Class A Common Stock.

As more fully set forth below in Item 4, on February 16, 2005, entities beneficially owned jointly by Mr. Fisk Johnson and the Bank, exercised options to purchase (i) 146,988 shares of Class A Common Stock and (ii) 6,250 shares of Class B Common Stock from the 1988 Trust and for such shares paid partially in cash and partially by the issuance of a promissory note, attached hereto as Exhibit 99.32 (the "HFJ Note 2").

As more fully set forth below in Item 4, on February 16, 2005, an entity beneficially owned jointly by Ms. Marquart and the Bank, exercised its option to purchase (i) 113,489 shares of Class A Common Stock and (ii) 6,250 shares of Class B Common Stock from the 1988 Trust and for such shares paid partially in cash and partially by the issuance of a promissory note, attached hereto as Exhibit 99.33 (the "WJM Note 2").

Item 4. Purpose of Transaction.

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

On February 16, 2005, an entity beneficially owned by Mrs. Johnson, exercised its option to purchase (i) 127,489 shares of Class A Common Stock and (ii) 6,250 shares of Class B Common Stock from the 1988 Trust by delivery of that certain option exercise agreement attached hereto as Exhibit 99.34. The exercise price for the purchase of the shares of Class A Common Stock and Class B Common Stock was paid in cash.

On February 16, 2005, an entity beneficially owned jointly by Ms. Johnson-Leipold and the Bank, exercised its option to purchase (i) 49,988 shares of Class A Common Stock and (ii) 6,250 shares of Class B Common Stock from the 1988 Trust by delivery of that certain option exercise agreement attached hereto as Exhibit 99.35. The exercise price for the purchase of the shares of Class A Common Stock and Class B Common Stock was paid partially in cash and partially by the issuance of the HJL Note.

On February 16, 2005, entities beneficially owned by the Bank, exercised options to purchase in the aggregate 90,000 shares of Class A Common Stock from the 1988 Trust by delivery of those certain option exercise agreements attached hereto as Exhibit 99.36, Exhibit 99.37, Exhibit 99.38, Exhibit 99.39, Exhibit 99.40, and Exhibit 99.41. The exercise price for the purchase of the shares of Class A Common Stock was paid in cash.

On February 16, 2005, entities beneficially owned jointly by Mr. Fisk Johnson and the Bank, exercised options to purchase (i) 146,988 shares of Class A Common Stock and (ii) 6,250 shares of Class B Common Stock from the 1988 Trust by delivery of those certain option exercise agreements attached hereto as Exhibit 99.42 and Exhibit 99.43. The exercise price for the purchase of the shares of Class A Common Stock and Class B Common Stock was paid partially in cash and partially by the issuance of the HFJ Note.

On February 16, 2005, an entity beneficially owned jointly by Ms. Marquart and the Bank, exercised its option to purchase (i) 113,489 shares of Class A Common Stock and (ii) 6,250 shares of Class B Common Stock from the 1988 Trust by delivery of that certain option exercise agreement attached hereto as Exhibit 99.44. The exercise price for the purchase of the shares of Class A Common Stock and Class B Common Stock was paid partially in cash and partially by the issuance of the WJM Note.

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)	2,291,333 (1)(2)(10)(12)(13)(14)(15)(16)(17)	25.9% (1)(2)(4)(10)(12)(13)(14)(15)(16)(17)

SCHEDULE 13D

CUSIP NO. 479167 10 8

PAGE 12 OF 16 PAGES

Mrs. Johnson	166,027	1,446,858 (1)	1,612,885 (1)(11)(13) (14)(15)(16)(17)	18.2% (1)(5)(11)(13) (14)(15)(16)(17)
The 1988 Trust	0	1,493,904 (1)	1,493,904 (1)(11)(12) (13)(14)(15)(16)(17)	16.9% (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)	2,422,719 (1)	2,868,223 (1)(11)(12) (13)(15)(16)(17)	31.0% (1)(6)(11)(12) (13)(15)(16)(17)
Mr. Fisk Johnson	401,739 (1)(3)	1,615,698 (1)(10)(18)	2,017,437 (1)(3)(10)(11) (12)(13)(14)(16)(17)(18)	22.6% (1)(3)(7)(10)(11) (12)(13)(14)(16)(17)(18))
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)	15.9% (1)(3)(8)(10)(11)(12) (13)(14)(15)(17)
Ms. Marquart	14,164 (1)(3)	447,614 (1)(10)(19)	461,778 (1)(3)(10)(11)(12) (13)(14)(15)(16)(19)	5.2% (1)(3)(9)(10)(11)(12) (13)(14)(15)(16)(19)

(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 14,143 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 400,000 options and rights held by Johnson Bank to purchase shares of Class A 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 99,143 shares of Class A Common Stock and 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 93,144 shares of Class A 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 99,143 shares of Class A Common Stock that are exercisable within 60 days.
- (19) Includes options and rights to acquire 93,144 shares of Class A 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. 8, 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 99.31	Promissory Note, dated as of February 16, 2005, issued by the Helen Johnson-Leipold Third Party Gift and Inheritance Trust to the 1988 Trust.
Exhibit 99.32	Promissory Note, dated as of February 16, 2005, issued by the H. Fisk Johnson Third Party Gift and Inheritance Trust to the 1988 Trust.
Exhibit 99.33	Promissory Note, dated as of February 16, 2005, issued by the Winifred J. Marquart Third Party Gift and Inheritance Trust to the 1988 Trust.
Exhibit 99.34	Option Exercise Agreement, dated as of February 16, 2005, executed by the Helen Johnson-Leipold Third Party Gift and Inheritance Trust.
Exhibit 99.35	Option Exercise Agreement, dated as of February 16, 2005, executed by the Herbert F. Johnson Family Trust and Inheritance Trust.
Exhibit 99.36	Option Exercise Agreement, dated as of February 16, 2005, executed by the Conrad Werner Leipold Trust and Inheritance Trust.
Exhibit 99.37	Option Exercise Agreement, dated as of February 16, 2005, executed by the Samuel Curtis Johnson Leipold Trust and Inheritance Trust.
Exhibit 99.38	Option Exercise Agreement, dated as of February 16, 2005, executed by the Bradford Powers Leipold Trust and Inheritance Trust.
Exhibit 99.39	Option Exercise Agreement, dated as of February 16, 2005, executed by the Samantha Gene Marquart Trust and Inheritance Trust.
Exhibit 99.40	Option Exercise Agreement, dated as of February 16, 2005, executed by the Isabelle Clare Marquart Trust and Inheritance Trust.
Exhibit 99.41	Option Exercise Agreement, dated as of February 16, 2005, executed by the Danielle Marie Marquart Trust and Inheritance Trust.
Exhibit 99.42	Option Exercise Agreement, dated as of February 16, 2005, executed by the H. Fisk Johnson Third Party Gift and Inheritance Trust.
Exhibit 99.43	Option Exercise Agreement, dated as of February 16, 2005, executed by the HFJ III Family Line Investments LLC, Series II and Inheritance Trust.

CUSIP NO. 479167 10 8

PAGE 15 OF 16 PAGES

Exhibit 99.44

Option Exercise Agreement, dated as of
February 16, 2005, executed by the Winifred
J. Marquart Third Party Gift and Inheritance
Trust.

SCHEDULE 13D

CUSIP NO. 479167 10 8

PAGE 16 OF 16 PAGES

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 25, 2005 /s/ Helen P. Johnson-Leipold

Name: Helen P. Johnson-Leipold

Dated: February 25, 2005 /s/ Imogene P. Johnson

Name: Imogene P. Johnson

Dated: February 25, 2005 /s/ H. Fisk Johnson

Name: H. Fisk Johnson

Dated: February 25, 2005 /s/ S. Curtis Jonson

Name: S. Curtis Johnson

Dated: February 25, 2005 /s/ Winifred J. Marquart

Name: Winifred J. Marquart

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

Dated: February 25, 2005 By: /s/ Imogene P. Johnson

Name: Imogene P. Johnson
Title: Co-Trustee

JWA Consolidated, Inc.

Dated: February 25, 2005 By: /s/ Imogene P. Johnson

Name: Imogene P. Johnson
Title: President

Johnson Bank

Dated: February 25, 2005 By: /s/ Brian L. Lucareli

Name: Brian Lucareli
Title: Senior Vice President

SECURED PROMISSORY NOTE

\$450,000.00

Racine, Wisconsin
February 16, 2005

Johnson Bank, as trustee of the Helen 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 Four Hundred Fifty Thousand Dollars (\$450,000.00), together with interest on the unpaid principal balance from time to time outstanding at the rate of 4.72% 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 the following interests in Johnson Outdoors, Inc, a Wisconsin corporation, and all proceeds thereof: 49,988 Class A shares, 6,250 Class B shares and 11,762 Class B voting trust certificates ("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 JOHNSON-LEIPOLD THIRD PARTY
GIFT AND INHERITANCE TRUST

JOHNSON BANK, trustee

/s/ Brian L. Lucareli

Brian L. Lucareli, Senior Vice President

SECURED PROMISSORY NOTE

\$1,600,000.00

Racine, Wisconsin
February 16, 2005

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 One Million Six Hundred Thousand Dollars (\$1,600,000.00), together with interest on the unpaid principal balance from time to time outstanding at the rate of 4.72% 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 the following interests in Johnson Outdoors, Inc, a Wisconsin corporation, and all proceeds thereof: 61,988 Class A shares, 6,250 Class B shares and 11,762 Class B voting trust certificates ("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

SECURED PROMISSORY NOTE

\$2,267,000.00

Racine, Wisconsin
February 16, 2005

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 Two Hundred Sixty-Seven Thousand Dollars (\$2,267,000.00), together with interest on the unpaid principal balance from time to time outstanding at the rate of 4.72% 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 the following interests in Johnson Outdoors, Inc, a Wisconsin corporation, and all proceeds thereof: 113,489 Class A shares, 6,250 Class B shares and 11,761 Class B voting trust certificates ("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

Brian L. Lucareli, Senior Vice President

OPTION EXERCISE

THIS AGREEMENT is entered into as of the 16th day of February, 2005 (the "Closing Date"), by and between Johnson Bank, as trustee of the Helen 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 dated September 14, 1988 (the "Seller").

RECITALS

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

B. Pursuant to the Option Agreement, each of Samuel C. Johnson's children have the right to purchase certain assets of Seller, including all shares of stock or other interests (including interests in a voting trust) in Johnson Outdoors, Inc., a Wisconsin corporation, during the period beginning on May 22, 2004, the date of Samuel C. Johnson's death, and ending on February 22, 2005.

C. Pursuant to the Option Agreement, the price to be paid for an Option Asset is the fair market value of such asset on the date the option is exercised. If market quotations are available for an asset, such as Class A shares of Johnson Outdoors, Inc., fair market value is the closing price for such asset on the business day immediately preceding the day the option is exercised. If market quotations are not available for an asset, such as Class B shares and Class B voting trust certificates of Johnson Outdoors, Inc., the fair market value of such asset must be established by an independent appraiser agreeable to both Purchaser and Seller.

D. Prior to the Closing Date, Helen P. Johnson-Leipold assigned to Purchaser the option 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.

E. Purchaser now desires to exercise such option on the terms and conditions set forth in this agreement.

AGREEMENT

1. Exercise of Option. Purchaser hereby exercises its option 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 (the "Option Assets"). Seller hereby sells the Option Assets to Purchaser.

2. Purchase Price. In exchange for the Option Assets, Purchaser herewith delivers to Seller \$1,366,800.00, subject, however, to paragraph 3 below (the "Purchase Price"). The Purchase Price shall be payable by Purchaser's delivery to Seller of \$916,800.00 in cash and Purchaser's execution and delivery to

Seller of a secured promissory note substantially in the form of Exhibit A attached hereto in the principal amount of \$450,000.00. Purchaser and Seller acknowledge and agree that their intent is that the Purchase Price be the actual fair market value of the Option Assets on the Closing Date.

3. Adjustment of Purchase Price. The Purchase Price reflects a price of \$20.10 for each Option Asset purchased. Purchaser and Seller have selected Willamette Management Associates (the "Appraiser") to determine the fair market value of the Option Assets consisting of Class B shares and Class B voting trust certificates on the Closing Date (the "Appraised Value"). Because such appraisal could not be completed prior to the Closing Date, the Purchaser and Seller have estimated the fair market value of the Option Assets consisting of Class B shares and Class B voting trust certificates as \$362,041.20 ("Estimated Fair Market Value") based upon the information known to them as of the Closing Date. If the Appraiser determines that the Estimated Fair Market Value is not equal to the fair market value of the Option Assets consisting of Class B shares and Class B voting trust certificates as of the Closing Date, then within a reasonable period after the Appraiser determines the Appraised Value, Purchaser and Seller agree the following will occur:

(a) In the event the Appraised Value exceeds the Estimated Fair Market Value, Purchaser shall deliver to Seller the difference between the Appraised Value and the Estimated Fair Market Value paid on the Closing Date.

(b) In the event the Estimated Fair Market Value exceeds the Appraised Value, Seller shall refund to Purchaser the difference between the Estimated Fair Market Value paid on the Closing Date and the Appraised Value.

(c) If either Purchaser or Seller fails to take appropriate action to make the adjustments set forth in this paragraph within a reasonable time after the Appraiser determines the Appraised Value, then the other party may take any action, pursue any remedy or constitute legal proceedings to enforce this paragraph and the terms of this Agreement.

4. 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.

5. 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.

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

7. 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.

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

9. 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 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/ John D. Andreoli, as agent for Imogene P.
Johnson, Trustee of the Samuel C. Johnson
1988 Trust Number One

Imogene Powers Johnson, co-trustee

JOHNSON BANK, co-trustee

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

EXHIBIT A

SECURED PROMISSORY NOTE

\$450,000.00

Racine, Wisconsin
February 16, 2005

Johnson Bank, as trustee of the Helen 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 Four Hundred Fifty Thousand Dollars (\$450,000.00), together with interest on the unpaid principal balance from time to time outstanding at the rate of 4.72% 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 the following interests in Johnson Outdoors, Inc, a Wisconsin corporation, and all proceeds thereof: 49,988 Class A shares, 6,250 Class B shares and 11,762 Class B voting trust certificates ("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 JOHNSON-LEIPOLD THIRD PARTY
GIFT AND INHERITANCE TRUST

JOHNSON BANK, trustee

*** SAMPLE ***

Brian L. Lucareli, Senior Vice President

PROMISSORY NOTE
REPAYMENT SCHEDULE

Date	Total Payment	Interest Due	Principal Due	Principal Balance
	\$ -	\$ -	\$ -	\$ 450,000.00
31-Dec-05	\$ 42,290.50	\$ 18,504.99	\$ 23,785.51	\$ 426,214.49
31-Dec-06	\$ 42,290.50	\$ 20,117.32	\$ 22,173.18	\$ 404,041.31
31-Dec-07	\$ 42,290.50	\$ 19,070.75	\$ 23,219.75	\$ 380,821.56
31-Dec-08	\$ 42,290.50	\$ 17,974.78	\$ 24,315.72	\$ 356,505.84
31-Dec-09	\$ 42,290.50	\$ 16,827.08	\$ 25,463.42	\$ 331,042.42
31-Dec-10	\$ 42,290.50	\$ 15,625.20	\$ 26,665.30	\$ 304,377.12
31-Dec-11	\$ 42,290.50	\$ 14,366.60	\$ 27,923.90	\$ 276,453.22
31-Dec-12	\$ 42,290.50	\$ 13,048.59	\$ 29,241.91	\$ 247,211.31
31-Dec-13	\$ 42,290.50	\$ 11,668.37	\$ 30,622.13	\$ 216,589.18
31-Dec-14	\$ 42,290.50	\$ 10,223.01	\$ 32,067.49	\$ 184,521.69
31-Dec-15	\$ 42,290.50	\$ 8,709.42	\$ 33,581.08	\$ 150,940.61
31-Dec-16	\$ 42,290.50	\$ 7,124.40	\$ 35,166.10	\$ 115,774.51
31-Dec-17	\$ 42,290.50	\$ 5,464.56	\$ 36,825.94	\$ 78,948.57
31-Dec-18	\$ 42,290.50	\$ 3,726.37	\$ 38,564.13	\$ 40,384.44
31-Dec-19	\$ 42,290.59	\$ 1,906.15	\$ 40,384.44	\$ -

OPTION EXERCISE

THIS AGREEMENT is entered into as of the 16th day of February, 2005 (the "Closing Date"), by and between Imogene P. Johnson, as trustee of that certain trust created by Herbert F. Johnson known as the Herbert F. Johnson Family Trust dated March 7, 1967 (the "Purchaser"), and Imogene P. Johnson and Johnson Bank, as co-trustees of the Samuel C. Johnson 1988 Trust Number One dated September 14, 1988 (the "Seller").

RECITALS

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

B. Pursuant to the Option Agreement, each of Samuel C. Johnson's children have the right to purchase certain assets of Seller, including all shares of stock or other interests (including interests in a voting trust) in Johnson Outdoors, Inc., a Wisconsin corporation, during the period beginning on May 22, 2004, the date of Samuel C. Johnson's death, and ending on February 22, 2005.

C. Pursuant to the Option Agreement, the price to be paid for an Option Asset is the fair market value of such asset on the date the option is exercised. If market quotations are available for an asset, such as Class A shares of Johnson Outdoors, Inc., fair market value is the closing price for such asset on the business day immediately preceding the day the option is exercised. If market quotations are not available for an asset, such as Class B shares and Class B voting trust certificates of Johnson Outdoors, Inc., the fair market value of such asset must be established by an independent appraiser agreeable to both Purchaser and Seller.

D. Prior to the Closing Date, S. Curtis Johnson assigned to Purchaser the option 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.

E. Purchaser now desires to exercise such option on the terms and conditions set forth in this agreement.

AGREEMENT

1. Exercise of Option. Purchaser hereby exercises its option 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 (the "Option Assets"). Seller hereby sells the Option Assets to Purchaser.

2. Purchase Price. In exchange for the Option Assets, Purchaser herewith delivers to Seller \$2,924,550.00, subject, however, to paragraph 3 below (the "Purchase Price"). Purchaser and Seller acknowledge and agree that their intent is that the Purchase Price be the actual fair market value of the Option Assets on the Closing Date.

3. Adjustment of Purchase Price. The Purchase Price reflects a price of \$20.10 for each Option Asset purchased.

(a) If the market closing price of 127,489 Class A shares of Johnson Outdoors, Inc. on the business day immediately proceeding the Closing Date (the "Class A Market Value") is not \$2,562,528.90 (the "Class A Purchase Price"), then within a reasonable period after the Closing Date, Purchaser and Seller agree the following will occur:

(i) In the event the Class A Market Value exceeds the Class A Purchase Price, Purchaser shall deliver to Seller the difference between the Class A Market Value and the Class A Purchase Price paid on the Closing Date.

(ii) In the event the Class A Purchase Price exceeds the Class A Market Value, Seller shall refund to Purchaser the difference between the Class A Purchase Price paid on the Closing Date and the Class A Market Value.

(b) Purchaser and Seller have selected Willamette Management Associates (the "Appraiser") to determine the fair market value of the Option Assets consisting of Class B shares and Class B voting trust certificates on the Closing Date (the "Appraised Value"). Because such appraisal could not be completed prior to the Closing Date, the Purchaser and Seller have estimated the fair market value of the Option Assets consisting of Class B shares and Class B voting trust certificates as \$362,021.10 ("Estimated Fair Market Value") based upon the information known to them as of the Closing Date. If the Appraiser determines that the Estimated Fair Market Value is not equal to the fair market value of the Option Assets consisting of Class B shares and Class B voting trust certificates as of the Closing Date, then within a reasonable period after the Appraiser determines the Appraised Value, Purchaser and Seller agree the following will occur:

(i) In the event the Appraised Value exceeds the Estimated Fair Market Value, Purchaser shall deliver to Seller the difference between the Appraised Value and the Estimated Fair Market Value paid on the Closing Date.

(ii) In the event the Estimated Fair Market Value exceeds the Appraised Value, Seller shall refund to Purchaser the difference between the Estimated Fair Market Value paid on the Closing Date and the Appraised Value.

(c) If either Purchaser or Seller fails to take appropriate action to make the adjustments set forth in this paragraph within a reasonable time after the Closing Date, as to the purchase described in subparagraph (a) above, or within a reasonable time after the Appraiser determines the Appraised Value as to the purchase described in subparagraph (b) above, then the other party may take any action, pursue any remedy or constitute legal proceedings to enforce this paragraph and the terms of this Agreement.

4. 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.

5. 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.

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

7. 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.

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

9. 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:

HERBERT F. JOHNSON FAMILY TRUST
DATED MARCH 7, 1967

/s/ John D. Andreoli, as agent for Imogene P. Johnson, Trustee of the Herbert F. Johnson Family Trust

Imogene P. Johnson, trustee

SELLER:

SAMUEL C. JOHNSON 1988 TRUST
NUMBER ONE

/s/ John D. Andreoli, as agent for Imogene P. Johnson, Trustee of the Samuel C. Johnson 1988 Trust

Imogene Powers Johnson,
co-trustee

JOHNSON BANK, co-trustee

/s/ Brian L. Lucareli

Brian L. Lucareli, Senior Vice President

PROMISSORY NOTE
REPAYMENT SCHEDULE

Date	Total Payment	Interest Due	Principal Due	Principal Balance
	\$ -	\$ -	\$ -	\$ 450,000.00
31-Dec-05	\$ 42,290.50	\$ 18,504.99	\$ 23,785.51	\$ 426,214.49
31-Dec-06	\$ 42,290.50	\$ 20,117.32	\$ 22,173.18	\$ 404,041.31
31-Dec-07	\$ 42,290.50	\$ 19,070.75	\$ 23,219.75	\$ 380,821.56
31-Dec-08	\$ 42,290.50	\$ 17,974.78	\$ 24,315.72	\$ 356,505.84
31-Dec-09	\$ 42,290.50	\$ 16,827.08	\$ 25,463.42	\$ 331,042.42
31-Dec-10	\$ 42,290.50	\$ 15,625.20	\$ 26,665.30	\$ 304,377.12
31-Dec-11	\$ 42,290.50	\$ 14,366.60	\$ 27,923.90	\$ 276,453.22
31-Dec-12	\$ 42,290.50	\$ 13,048.59	\$ 29,241.91	\$ 247,211.31
31-Dec-13	\$ 42,290.50	\$ 11,668.37	\$ 30,622.13	\$ 216,589.18
31-Dec-14	\$ 42,290.50	\$ 10,223.01	\$ 32,067.49	\$ 184,521.69
31-Dec-15	\$ 42,290.50	\$ 8,709.42	\$ 33,581.08	\$ 150,940.61
31-Dec-16	\$ 42,290.50	\$ 7,124.40	\$ 35,166.10	\$ 115,774.51
31-Dec-17	\$ 42,290.50	\$ 5,464.56	\$ 36,825.94	\$ 78,948.57
31-Dec-18	\$ 42,290.50	\$ 3,726.37	\$ 38,564.13	\$ 40,384.44
31-Dec-19	\$ 42,290.59	\$ 1,906.15	\$ 40,384.44	\$ -

OPTION EXERCISE

THIS AGREEMENT is entered into as of the 16th day of February, 2005 (the "Closing Date"), by and between Johnson Bank, as trustee of the Conrad Werner Leipold Trust (the "Purchaser"), and Imogene P. Johnson and Johnson Bank, as co-trustees of the Samuel C. Johnson 1988 Trust Number One dated September 14, 1988 (the "Seller").

RECITALS

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

B. Pursuant to the Option Agreement, each of Samuel C. Johnson's children have the right to purchase certain assets of Seller, including all shares of stock or other interests (including interests in a voting trust) in Johnson Outdoors, Inc., a Wisconsin corporation, during the period beginning on May 22, 2004, the date of Samuel C. Johnson's death, and ending on February 22, 2005.

C. Pursuant to the Option Agreement, the price to be paid for an Option Asset is the fair market value of such asset on the date the option is exercised, as established by the closing price for such asset on the business day immediately preceding the day the option is exercised.

D. Prior to the Closing Date, Helen P. Johnson-Leipold assigned to Purchaser the option to purchase 24,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation.

E. Purchaser now desires to exercise such option on the terms and conditions set forth in this agreement.

AGREEMENT

1. Exercise of Option. Purchaser hereby exercises its option to purchase 24,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation (the "Option Assets"). Seller hereby sells the Option Assets to Purchaser.

2. Purchase Price. In exchange for the Option Assets, Purchaser herewith delivers to Seller \$482,400.00 in cash.

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:
 CONRAD WERNER LEIPOLD TRUST
 JOHNSON BANK, trustee

 /s/ Brian L. Lucareli

 Brian L. Lucareli, Senior Vice President

SELLER:
 SAMUEL C. JOHNSON 1988 TRUST
 NUMBER ONE

 /s/ John D. Andreoli, as agent for
 Imogene P. Johnson, Trustee of the
 Samuel C. Johnson 1988 Trust Number
 One

 Imogene Powers Johnson, co-trustee

JOHNSON BANK, co-trustee

/s/ Brian L. Lucareli

Brian L. Lucareli, Senior Vice
President

OPTION EXERCISE

THIS AGREEMENT is entered into as of the 16th day of February, 2005 (the "Closing Date"), by and between Johnson Bank, as trustee of the Samuel Curtis Johnson Leipold Trust (the "Purchaser"), and Imogene P. Johnson and Johnson Bank, as co-trustees of the Samuel C. Johnson 1988 Trust Number One dated September 14, 1988 (the "Seller").

RECITALS

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

B. Pursuant to the Option Agreement, each of Samuel C. Johnson's children have the right to purchase certain assets of Seller, including all shares of stock or other interests (including interests in a voting trust) in Johnson Outdoors, Inc., a Wisconsin corporation, during the period beginning on May 22, 2004, the date of Samuel C. Johnson's death, and ending on February 22, 2005.

C. Pursuant to the Option Agreement, the price to be paid for an Option Asset is the fair market value of such asset on the date the option is exercised, as established by the closing price for such asset on the business day immediately preceding the day the option is exercised.

D. Prior to the Closing Date, Helen P. Johnson-Leipold assigned to Purchaser the option to purchase 24,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation.

E. Purchaser now desires to exercise such option on the terms and conditions set forth in this agreement.

AGREEMENT

1. Exercise of Option. Purchaser hereby exercises its option to purchase 24,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation (the "Option Assets"). Seller hereby sells the Option Assets to Purchaser.

2. Purchase Price. In exchange for the Option Assets, Purchaser herewith delivers to Seller \$482,400.00 in cash.

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:
 SAMUEL CURTIS JOHNSON LEIPOLD TRUST
 JOHNSON BANK, trustee

 /s/ Brian L. Lucareli

 Brian L. Lucareli, Senior Vice President

SELLER:
 SAMUEL C. JOHNSON 1988 TRUST
 NUMBER ONE

 /s/ John D. Andreoli, as agent for
 Imogene P. Johnson, Trustee of the
 Samuel C. Johnson 1988 Trust Number
 One

 Imogene Powers Johnson, co-trustee

JOHNSON BANK, co-trustee

 /s/ Brian L. Lucareli

Brian L. Lucareli, Senior Vice
President

OPTION EXERCISE

THIS AGREEMENT is entered into as of the 16th day of February, 2005 (the "Closing Date"), by and between Johnson Bank, as trustee of the Bradford Powers Leipold Trust (the "Purchaser"), and Imogene P. Johnson and Johnson Bank, as co-trustees of the Samuel C. Johnson 1988 Trust Number One dated September 14, 1988 (the "Seller").

RECITALS

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

B. Pursuant to the Option Agreement, each of Samuel C. Johnson's children have the right to purchase certain assets of Seller, including all shares of stock or other interests (including interests in a voting trust) in Johnson Outdoors, Inc., a Wisconsin corporation, during the period beginning on May 22, 2004, the date of Samuel C. Johnson's death, and ending on February 22, 2005.

C. Pursuant to the Option Agreement, the price to be paid for an Option Asset is the fair market value of such asset on the date the option is exercised, as established by the closing price for such asset on the business day immediately preceding the day the option is exercised.

D. Prior to the Closing Date, Helen P. Johnson-Leipold assigned to Purchaser the option to purchase 24,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation.

E. Purchaser now desires to exercise such option on the terms and conditions set forth in this agreement.

AGREEMENT

1. Exercise of Option. Purchaser hereby exercises its option to purchase 24,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation (the "Option Assets"). Seller hereby sells the Option Assets to Purchaser.

2. Purchase Price. In exchange for the Option Assets, Purchaser herewith delivers to Seller \$482,400.00 in cash.

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:
 BRADFORD POWERS LEIPOLD TRUST
 JOHNSON BANK, trustee

 /s/ Brian L. Lucareli

 Brian L. Lucareli, Senior Vice President

SELLER:
 SAMUEL C. JOHNSON 1988 TRUST
 NUMBER ONE

 /s/ John D. Andreoli, as agent for
 Imogene P. Johnson, Trustee of the
 Samuel C. Johnson 1988 Trust Number
 One

 Imogene Powers Johnson, co-trustee

JOHNSON BANK, co-trustee

 /s/ Brian L. Lucareli

Brian L. Lucareli, Senior Vice
President

OPTION EXERCISE

THIS AGREEMENT is entered into as of the 16th day of February, 2005 (the "Closing Date"), by and between Johnson Bank, as trustee of the Samantha Gene Marquart Trust (the "Purchaser"), and Imogene P. Johnson and Johnson Bank, as co-trustees of the Samuel C. Johnson 1988 Trust Number One dated September 14, 1988 (the "Seller").

RECITALS

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

B. Pursuant to the Option Agreement, each of Samuel C. Johnson's children have the right to purchase certain assets of Seller, including all shares of stock or other interests (including interests in a voting trust) in Johnson Outdoors, Inc., a Wisconsin corporation, during the period beginning on May 22, 2004, the date of Samuel C. Johnson's death, and ending on February 22, 2005.

C. Pursuant to the Option Agreement, the price to be paid for an Option Asset is the fair market value of such asset on the date the option is exercised, as established by the closing price for such asset on the business day immediately preceding the day the option is exercised.

D. Prior to the Closing Date, Winifred J. Marquart assigned to Purchaser the option to purchase 6,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation.

E. Purchaser now desires to exercise such option on the terms and conditions set forth in this agreement.

AGREEMENT

1. Exercise of Option. Purchaser hereby exercises its option to purchase 6,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation (the "Option Assets"). Seller hereby sells the Option Assets to Purchaser.

2. Purchase Price. In exchange for the Option Assets, Purchaser herewith delivers to Seller \$120,600.00 in cash.

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:
SAMANTHA GENE MARQUART TRUST
JOHNSON BANK, trustee

/s/ Brian L. Lucareli

Brian L. Lucareli, Senior Vice President

SELLER:
SAMUEL C. JOHNSON 1988 TRUST
NUMBER ONE

/s/ John D. Andreoli, as agent for
Imogene P. Johnson, Trustee of the
Samuel C. Johnson 1988 Trust Number
One

Imogene Powers Johnson, co-trustee

JOHNSON BANK, co-trustee

/s/ Brian L. Lucareli

Brian L. Lucareli, Senior Vice
President

OPTION EXERCISE

THIS AGREEMENT is entered into as of the 16th day of February, 2005 (the "Closing Date"), by and between Johnson Bank, as trustee of the Isabelle Clare Marquart Trust (the "Purchaser"), and Imogene P. Johnson and Johnson Bank, as co-trustees of the Samuel C. Johnson 1988 Trust Number One dated September 14, 1988 (the "Seller").

RECITALS

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

B. Pursuant to the Option Agreement, each of Samuel C. Johnson's children have the right to purchase certain assets of Seller, including all shares of stock or other interests (including interests in a voting trust) in Johnson Outdoors, Inc., a Wisconsin corporation, during the period beginning on May 22, 2004, the date of Samuel C. Johnson's death, and ending on February 22, 2005.

C. Pursuant to the Option Agreement, the price to be paid for an Option Asset is the fair market value of such asset on the date the option is exercised, as established by the closing price for such asset on the business day immediately preceding the day the option is exercised.

D. Prior to the Closing Date, Winifred J. Marquart assigned to Purchaser the option to purchase 6,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation.

E. Purchaser now desires to exercise such option on the terms and conditions set forth in this agreement.

AGREEMENT

1. Exercise of Option. Purchaser hereby exercises its option to purchase 6,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation (the "Option Assets"). Seller hereby sells the Option Assets to Purchaser.

2. Purchase Price. In exchange for the Option Assets, Purchaser herewith delivers to Seller \$120,600.00 in cash.

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:
ISABELLE CLARE MARQUART TRUST
JOHNSON BANK, trustee

/s/ Brian L. Lucareli

Brian L. Lucareli, Senior Vice President

SELLER:
SAMUEL C. JOHNSON 1988 TRUST
NUMBER ONE

/s/ John D. Andreoli, as agent for
Imogene P. Johnson, Trustee of the
Samuel C. Johnson 1988 Trust Number
One

Imogene Powers Johnson, co-trustee

JOHNSON BANK, co-trustee

/s/ Brian L. Lucareli

Brian L. Lucareli, Senior Vice
President

OPTION EXERCISE

THIS AGREEMENT is entered into as of the 16th day of February, 2005 (the "Closing Date"), by and between Johnson Bank, as trustee of the Danielle Marie Marquart Trust (the "Purchaser"), and Imogene P. Johnson and Johnson Bank, as co-trustees of the Samuel C. Johnson 1988 Trust Number One dated September 14, 1988 (the "Seller").

RECITALS

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

B. Pursuant to the Option Agreement, each of Samuel C. Johnson's children have the right to purchase certain assets of Seller, including all shares of stock or other interests (including interests in a voting trust) in Johnson Outdoors, Inc., a Wisconsin corporation, during the period beginning on May 22, 2004, the date of Samuel C. Johnson's death, and ending on February 22, 2005.

C. Pursuant to the Option Agreement, the price to be paid for an Option Asset is the fair market value of such asset on the date the option is exercised, as established by the closing price for such asset on the business day immediately preceding the day the option is exercised.

D. Prior to the Closing Date, Winifred J. Marquart assigned to Purchaser the option to purchase 6,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation.

E. Purchaser now desires to exercise such option on the terms and conditions set forth in this agreement.

AGREEMENT

1. Exercise of Option. Purchaser hereby exercises its option to purchase 6,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation (the "Option Assets"). Seller hereby sells the Option Assets to Purchaser.

2. Purchase Price. In exchange for the Option Assets, Purchaser herewith delivers to Seller \$120,600.00 in cash.

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:
 DANIELLE MARIE MARQUART TRUST
 JOHNSON BANK, trustee

 /s/ Brian L. Lucareli

 Brian L. Lucareli, Senior Vice President

SELLER:
 SAMUEL C. JOHNSON 1988 TRUST
 NUMBER ONE

 /s/ John D. Andreoli, as agent for
 Imogene P. Johnson, Trustee of the
 Samuel C. Johnson 1988 Trust Number
 One

 Imogene Powers Johnson, co-trustee

JOHNSON BANK, co-trustee

 /s/ Brian L. Lucareli

Brian L. Lucareli, Senior Vice
President

OPTION EXERCISE

THIS AGREEMENT is entered into as of the 16th day of February, 2005 (the "Closing Date"), 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 dated September 14, 1988 (the "Seller").

RECITALS

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

B. Pursuant to the Option Agreement, each of Samuel C. Johnson's children have the right to purchase certain assets of Seller, including all shares of stock or other interests (including interests in a voting trust) in Johnson Outdoors, Inc., a Wisconsin corporation, during the period beginning on May 22, 2004, the date of Samuel C. Johnson's death, and ending on February 22, 2005.

C. Pursuant to the Option Agreement, the price to be paid for an Option Asset is the fair market value of such asset on the date the option is exercised. If market quotations are available for an asset, such as Class A shares of Johnson Outdoors, Inc., fair market value is the closing price for such asset on the business day immediately preceding the day the option is exercised. If market quotations are not available for an asset, such as Class B shares and Class B voting trust certificates of Johnson Outdoors, Inc., the fair market value of such asset must be established by an independent appraiser agreeable to both Purchaser and Seller.

D. Prior to the Closing Date, H. Fisk Johnson assigned to Purchaser the option to purchase the following interests in Johnson Outdoors, Inc., a Wisconsin corporation: 146,988 Class A shares, 6,250 Class B shares and 11,762 Class B voting trust certificates.

E. Purchaser now desires to exercise in part such option on the terms and conditions set forth in this agreement.

AGREEMENT

1. Exercise of Option. Purchaser hereby exercises its option to purchase the following interests in Johnson Outdoors, Inc., a Wisconsin corporation: 61,988 Class A shares, 6,250 Class B shares and 11,762 Class B voting trust certificates (the "Option Assets"). Seller hereby sells the Option Assets to Purchaser.

2. Purchase Price. In exchange for the Option Assets, Purchaser herewith delivers to Seller \$1,608,000.00, subject, however, to paragraph 3 below (the "Purchase Price"). The Purchase Price shall be payable by Purchaser's delivery to Seller of \$8,000.00 in cash and Purchaser's execution and delivery to Seller of a secured promissory note substantially in the form of Exhibit A attached hereto in the principal amount of \$1,600,000.00. Purchaser and Seller acknowledge and agree that their intent is that the Purchase Price be the actual fair market value of the Option Assets on the Closing Date.

3. Adjustment of Purchase Price. The Purchase Price reflects a price of \$20.10 for each Option Asset purchased. Purchaser and Seller have selected Willamette Management Associates (the "Appraiser") to determine the fair market value of the Option Assets consisting of Class B shares and Class B voting trust certificates on the Closing Date (the "Appraised Value"). Because such appraisal could not be completed prior to the Closing Date, the Purchaser and Seller have estimated the fair market value of the Option Assets consisting of Class B shares and Class B voting trust certificates as \$362,041.20 ("Estimated Fair Market Value") based upon the information known to them as of the Closing Date. If the Appraiser determines that the Estimated Fair Market Value is not equal to the fair market value of the Option Assets consisting of Class B shares and Class B voting trust certificates as of the Closing Date, then within a reasonable period after the Appraiser determines the Appraised Value, Purchaser and Seller agree the following will occur:

(a) In the event the Appraised Value exceeds the Estimated Fair Market Value, Purchaser shall deliver to Seller the difference between the Appraised Value and the Estimated Fair Market Value paid on the Closing Date.

(b) In the event the Estimated Fair Market Value exceeds the Appraised Value, Seller shall refund to Purchaser the difference between the Estimated Fair Market Value paid on the Closing Date and the Appraised Value.

(c) If either Purchaser or Seller fails to take appropriate action to make the adjustments set forth in this paragraph within a reasonable time after the Appraiser determines the Appraised Value, then the other party may take any action, pursue any remedy or constitute legal proceedings to enforce this paragraph and the terms of this Agreement.

4. 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.

5. 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.

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

7. 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.

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

9. 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/ John D. Andreoli, as agent for
Imogene P. Johnson, Trustee of the
Samuel C. Johnson 1988 Trust Number
One

Imogene Powers Johnson, co-trustee

JOHNSON BANK, co-trustee

/s/ Brian L. Lucareli

Brian L. Lucareli, Senior Vice
President

EXHIBIT A

SECURED PROMISSORY NOTE

\$1,600,000.00

Racine, Wisconsin
February 16, 2005

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 One Million Six Hundred Thousand Dollars (\$1,600,000.00), together with interest on the unpaid principal balance from time to time outstanding at the rate of 4.72% 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 the following interests in Johnson Outdoors, Inc, a Wisconsin corporation, and all proceeds thereof: 61,988 Class A shares, 6,250 Class B shares and 11,762 Class B voting trust certificates ("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

*** SAMPLE ***

Brian L. Lucareli, Senior Vice President

PROMISSORY NOTE
REPAYMENT SCHEDULE

Date	Total Payment	Interest Due	Principal Due	Principal Balance
	\$ -	\$ -	\$ -	\$ 1,600,000.00
31-Dec-05	\$ 150,366.24	\$ 65,795.51	\$ 84,570.73	\$ 1,515,429.27
31-Dec-06	\$ 150,366.24	\$ 71,528.26	\$ 78,837.98	\$ 1,436,591.29
31-Dec-07	\$ 150,366.24	\$ 67,807.11	\$ 82,559.13	\$ 1,354,032.16
31-Dec-08	\$ 150,366.24	\$ 63,910.32	\$ 86,455.92	\$ 1,267,576.24
31-Dec-09	\$ 150,366.24	\$ 59,829.60	\$ 90,536.64	\$ 1,177,039.60
31-Dec-10	\$ 150,366.24	\$ 55,556.27	\$ 94,809.97	\$ 1,082,229.63
31-Dec-11	\$ 150,366.24	\$ 51,081.24	\$ 99,285.00	\$ 982,944.63
31-Dec-12	\$ 150,366.24	\$ 46,394.99	\$ 103,971.25	\$ 878,973.38
31-Dec-13	\$ 150,366.24	\$ 41,487.54	\$ 108,878.70	\$ 770,094.68
31-Dec-14	\$ 150,366.24	\$ 36,348.47	\$ 114,017.77	\$ 656,076.91
31-Dec-15	\$ 150,366.24	\$ 30,966.83	\$ 119,399.41	\$ 536,677.50
31-Dec-16	\$ 150,366.24	\$ 25,331.18	\$ 125,035.06	\$ 411,642.44
31-Dec-17	\$ 150,366.24	\$ 19,429.52	\$ 130,936.72	\$ 280,705.72
31-Dec-18	\$ 150,366.24	\$ 13,249.31	\$ 137,116.93	\$ 143,588.79
31-Dec-19	\$ 150,366.18	\$ 6,777.39	\$ 143,588.79	\$ -

PROMISSORY NOTE
REPAYMENT SCHEDULE

Date	Total Payment	Interest Due	Principal Due	Principal Balance
	\$ -	\$ -	\$ -	\$ 1,600,000.00
31-Dec-05	\$ 150,366.24	\$ 65,795.51	\$ 84,570.73	\$ 1,515,429.27
31-Dec-06	\$ 150,366.24	\$ 71,528.26	\$ 78,837.98	\$ 1,436,591.29
31-Dec-07	\$ 150,366.24	\$ 67,807.11	\$ 82,559.13	\$ 1,354,032.16
31-Dec-08	\$ 150,366.24	\$ 63,910.32	\$ 86,455.92	\$ 1,267,576.24
31-Dec-09	\$ 150,366.24	\$ 59,829.60	\$ 90,536.64	\$ 1,177,039.60
31-Dec-10	\$ 150,366.24	\$ 55,556.27	\$ 94,809.97	\$ 1,082,229.63
31-Dec-11	\$ 150,366.24	\$ 51,081.24	\$ 99,285.00	\$ 982,944.63
31-Dec-12	\$ 150,366.24	\$ 46,394.99	\$ 103,971.25	\$ 878,973.38
31-Dec-13	\$ 150,366.24	\$ 41,487.54	\$ 108,878.70	\$ 770,094.68
31-Dec-14	\$ 150,366.24	\$ 36,348.47	\$ 114,017.77	\$ 656,076.91
31-Dec-15	\$ 150,366.24	\$ 30,966.83	\$ 119,399.41	\$ 536,677.50
31-Dec-16	\$ 150,366.24	\$ 25,331.18	\$ 125,035.06	\$ 411,642.44
31-Dec-17	\$ 150,366.24	\$ 19,429.52	\$ 130,936.72	\$ 280,705.72
31-Dec-18	\$ 150,366.24	\$ 13,249.31	\$ 137,116.93	\$ 143,588.79
31-Dec-19	\$ 150,366.18	\$ 6,777.39	\$ 143,588.79	\$ -

OPTION EXERCISE

THIS AGREEMENT is entered into as of the 16th day of February, 2005 (the "Closing Date"), by and between Series II of HFJ III Family Line Investments LLC (the "Purchaser"), and Imogene P. Johnson and Johnson Bank, as co-trustees of the Samuel C. Johnson 1988 Trust Number One dated September 14, 1988 (the "Seller").

RECITALS

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

B. Pursuant to the Option Agreement, each of Samuel C. Johnson's children have the right to purchase certain assets of Seller, including all shares of stock or other interests (including interests in a voting trust) in Johnson Outdoors, Inc., a Wisconsin corporation, during the period beginning on May 22, 2004, the date of Samuel C. Johnson's death, and ending on February 22, 2005.

C. Pursuant to the Option Agreement, the price to be paid for an Option Asset is the fair market value of such asset on the date the option is exercised, as established by the closing price for such asset on the business day immediately preceding the day the option is exercised.

D. Prior to the Closing Date, H. Fisk Johnson assigned to Purchaser the option to purchase 85,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation.

E. Purchaser now desires to exercise such option on the terms and conditions set forth in this agreement.

AGREEMENT

1. Exercise of Option. Purchaser hereby exercises its option to purchase 85,000 Class A shares of Johnson Outdoors, Inc., a Wisconsin corporation (the "Option Assets"). Seller hereby sells the Option Assets to Purchaser.

2. Purchase Price. In exchange for the Option Assets, Purchaser herewith delivers to Seller \$1,708,500.00 in cash.

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:
 HFJ III FAMILY LINE INVESTMENTS
 LLC, SERIES II
 JOHNSON BANK, as trustee of the H. Fisk
 Johnson Third Party Gift and Inheritance
 Trust, Managing Member

SELLER:
 SAMUEL C. JOHNSON 1988 TRUST
 NUMBER ONE
 /s/ John D. Andreoli, as agent for
 Imogene P. Johnson, Trustee of the
 Samuel C. Johnson 1988 Trust Number
 One
 Imogene Powers Johnson, co-trustee

/s/ Brian L. Lucareli

 Brian L. Lucareli, Senior Vice President

JOHNSON BANK, co-trustee

/s/ Brian L. Lucareli

Brian L. Lucareli, Senior Vice
President

OPTION EXERCISE

THIS AGREEMENT is entered into as of the 16th day of February, 2005 (the "Closing Date"), 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 dated September 14, 1988 (the "Seller").

RECITALS

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

B. Pursuant to the Option Agreement, each of Samuel C. Johnson's children have the right to purchase certain assets of Seller, including all shares of stock or other interests (including interests in a voting trust) in Johnson Outdoors, Inc., a Wisconsin corporation, during the period beginning on May 22, 2004, the date of Samuel C. Johnson's death, and ending on February 22, 2005.

C. Pursuant to the Option Agreement, the price to be paid for an Option Asset is the fair market value of such asset on the date the option is exercised. If market quotations are available for an asset, such as Class A shares of Johnson Outdoors, Inc., fair market value is the closing price for such asset on the business day immediately preceding the day the option is exercised. If market quotations are not available for an asset, such as Class B shares and Class B voting trust certificates of Johnson Outdoors, Inc., the fair market value of such asset must be established by an independent appraiser agreeable to both Purchaser and Seller.

D. Prior to the Closing Date, Winifred J. Marquart assigned to Purchaser the option 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.

E. Purchaser now desires to exercise in part such option on the terms and conditions set forth in this agreement.

AGREEMENT

1. Exercise of Option. Purchaser hereby exercises its option to purchase the following interests in Johnson Outdoors, Inc., a Wisconsin corporation: 113,489 Class A shares, 6,250 Class B shares and 11,761 Class B voting trust certificates (the "Option Assets"). Seller hereby sells the Option Assets to Purchaser.

2. Purchase Price. In exchange for the Option Assets, Purchaser herewith delivers to Seller \$2,643,150.00, subject, however, to paragraph 3 below (the "Purchase Price"). The Purchase Price shall be payable by Purchaser's delivery to Seller of \$367,150.00 in cash and Purchaser's execution and delivery to

Seller of a secured promissory note substantially in the form of Exhibit A attached hereto in the principal amount of \$2,267,000.00. Purchaser and Seller acknowledge and agree that their intent is that the Purchase Price be the actual fair market value of the Option Assets on the Closing Date.

3. Adjustment of Purchase Price. The Purchase Price reflects a price of \$20.10 for each Option Asset purchased. Purchaser and Seller have selected Willamette Management Associates (the "Appraiser") to determine the fair market value of the Option Assets consisting of Class B shares and Class B voting trust certificates on the Closing Date (the "Appraised Value"). Because such appraisal could not be completed prior to the Closing Date, the Purchaser and Seller have estimated the fair market value of the Option Assets consisting of Class B shares and Class B voting trust certificates as \$362,021.10 ("Estimated Fair Market Value") based upon the information known to them as of the Closing Date. If the Appraiser determines that the Estimated Fair Market Value is not equal to the fair market value of the Option Assets consisting of Class B shares and Class B voting trust certificates as of the Closing Date, then within a reasonable period after the Appraiser determines the Appraised Value, Purchaser and Seller agree the following will occur:

(a) In the event the Appraised Value exceeds the Estimated Fair Market Value, Purchaser shall deliver to Seller the difference between the Appraised Value and the Estimated Fair Market Value paid on the Closing Date.

(b) In the event the Estimated Fair Market Value exceeds the Appraised Value, Seller shall refund to Purchaser the difference between the Estimated Fair Market Value paid on the Closing Date and the Appraised Value.

(c) If either Purchaser or Seller fails to take appropriate action to make the adjustments set forth in this paragraph within a reasonable time after the Appraiser determines the Appraised Value, then the other party may take any action, pursue any remedy or constitute legal proceedings to enforce this paragraph and the terms of this Agreement.

4. 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.

5. 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.

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

7. 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.

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

9. 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/ John D. Andreoli, as agent for
Imogene P. Johnson, Trustee of the
Samuel C. Johnson 1988 Trust Number
One

Imogene Powers Johnson, co-trustee

JOHNSON BANK, co-trustee

/s/ Brian L. Lucareli

Brian L. Lucareli, Senior Vice
President

EXHIBIT A

SECURED PROMISSORY NOTE

\$2,267,000.00

Racine, Wisconsin
February 16, 2005

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 Two Hundred Sixty-Seven Thousand Dollars (\$2,267,000.00), together with interest on the unpaid principal balance from time to time outstanding at the rate of 4.72% 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 the following interests in Johnson Outdoors, Inc, a Wisconsin corporation, and all proceeds thereof: 113,489 Class A shares, 6,250 Class B shares and 11,761 Class B voting trust certificates ("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

*** SAMPLE ***

Brian L. Lucareli, Senior Vice President

PROMISSORY NOTE
REPAYMENT SCHEDULE

Date	Total Payment	Interest Due	Principal Due	Principal Balance
				\$ 2,267,000.00
31-Dec-05	\$ 213,050.16	\$ 93,224.01	\$ 119,826.15	\$ 2,147,173.85
31-Dec-06	\$ 213,050.16	\$ 101,346.61	\$ 111,703.55	\$ 2,035,470.30
31-Dec-07	\$ 213,050.16	\$ 96,074.20	\$ 116,975.96	\$ 1,918,494.34
31-Dec-08	\$ 213,050.16	\$ 90,552.93	\$ 122,497.23	\$ 1,795,997.11
31-Dec-09	\$ 213,050.16	\$ 84,771.06	\$ 128,279.10	\$ 1,667,718.01
31-Dec-10	\$ 213,050.16	\$ 78,716.29	\$ 134,333.87	\$ 1,533,384.14
31-Dec-11	\$ 213,050.16	\$ 72,375.73	\$ 140,674.43	\$ 1,392,709.71
31-Dec-12	\$ 213,050.16	\$ 65,735.90	\$ 147,314.26	\$ 1,245,395.45
31-Dec-13	\$ 213,050.16	\$ 58,782.67	\$ 154,267.49	\$ 1,091,127.96
31-Dec-14	\$ 213,050.16	\$ 51,501.24	\$ 161,548.92	\$ 929,579.04
31-Dec-15	\$ 213,050.16	\$ 43,876.13	\$ 169,174.03	\$ 760,405.01
31-Dec-16	\$ 213,050.16	\$ 35,891.12	\$ 177,159.04	\$ 583,245.97
31-Dec-17	\$ 213,050.16	\$ 27,529.21	\$ 185,520.95	\$ 397,725.02
31-Dec-18	\$ 213,050.16	\$ 18,772.62	\$ 194,277.54	\$ 203,447.48
31-Dec-19	\$ 213,050.20	\$ 9,602.72	\$ 203,447.48	\$ -

PROMISSORY NOTE
REPAYMENT SCHEDULE

Date	Total Payment	Interest Due	Principal Due	Principal Balance
31-Dec-05	\$ 213,050.16	\$ 93,224.01	\$ 119,826.15	\$ 2,147,173.85
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31-Dec-08	\$ 213,050.16	\$ 90,552.93	\$ 122,497.23	\$ 1,795,997.11
31-Dec-09	\$ 213,050.16	\$ 84,771.06	\$ 128,279.10	\$ 1,667,718.01
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31-Dec-11	\$ 213,050.16	\$ 72,375.73	\$ 140,674.43	\$ 1,392,709.71
31-Dec-12	\$ 213,050.16	\$ 65,735.90	\$ 147,314.26	\$ 1,245,395.45
31-Dec-13	\$ 213,050.16	\$ 58,782.67	\$ 154,267.49	\$ 1,091,127.96
31-Dec-14	\$ 213,050.16	\$ 51,501.24	\$ 161,548.92	\$ 929,579.04
31-Dec-15	\$ 213,050.16	\$ 43,876.13	\$ 169,174.03	\$ 760,405.01
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31-Dec-19	\$ 213,050.20	\$ 9,602.72	\$ 203,447.48	\$ -