

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM S-8  
REGISTRATION STATEMENT  
Under  
THE SECURITIES ACT OF 1933

JOHNSON WORLDWIDE ASSOCIATES, INC.  
(Exact name of registrant as specified in its charter)

Wisconsin  
(State or other jurisdiction of  
incorporation or organization)

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

222 Main Street  
Racine, Wisconsin  
(Address of principal executive offices)

53403  
(Zip Code)

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

John D. Crabb  
President and Chief Operating Officer  
Johnson Worldwide Associates, Inc.  
222 Main Street  
Racine, Wisconsin 53403  
(Name, address and telephone number,  
including area code, of agent for service)

Copy to:  
Benjamin F. Garmer, III  
Foley & Lardner  
777 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Class A Common Stock, \$.05 par value	50,000 shares	\$24.125(1)	\$1,206,250(1)	\$415.92

- (1) Estimated pursuant to Rule 457(c) under the Securities Act of 1933 solely for the purpose of calculating the registration fee based on the average of the high and low prices of the Class A Common Stock as reported by NASDAQ on January 25, 1994.

Page 1 of \_\_\_ Pages

The Exhibit Index is on page \_\_\_ of the sequentially numbered pages.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

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

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents have been previously filed by Johnson Worldwide Associates, Inc. (the "Company") with the Commission and are incorporated herein by reference:

(a) The Company's Annual Report on Form 10-K for the year ended October 1, 1993, which includes certified financial statements as of and for the year ended October 1, 1993.

(b) All other reports filed by the Company pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), since October 1, 1993.

(c) The description of the Company's capital stock contained in Item 1 of the Company's Registration Statement on Form 8-A, filed September 25, 1987 with the Securities and Exchange Commission, and any amendments or reports filed for the purpose of updating such description.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act after the date of filing of this Registration Statement and prior to such time as the Company files a post-effective amendment to this Registration Statement which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Pursuant to the Wisconsin Business Corporation Law and the Company's By-laws, directors and officers of the Company are entitled to mandatory indemnification from the Company against certain liabilities and expenses (i) to the extent such officers or directors are successful in the defense of a proceeding and (ii) in proceedings in which the director or officer is not successful in defense thereof, unless it is determined that the director or officer breached or failed to perform his duties to the Company and such breach or failure constituted: (a) a willful failure to deal fairly with the Company or its shareholders in connection with a matter in which the director or officer had a material conflict of interest; (b) a violation of the criminal law unless the director or officer had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful; (c) a transaction from which the director or officer derived an improper personal profit; or (d) willful misconduct. It should be noted that the Wisconsin Business Corporation Law specifically states that it is the public policy of Wisconsin to require or permit indemnification in connection with a proceeding involving securities regulation, as described therein, to the extent required or permitted as described above. Additionally, under the Wisconsin Business Corporation Law, directors of the Company are not subject to personal liability to the Company, its shareholders or any person asserting rights on behalf thereof for certain breaches or failures to perform any duty resulting solely from their status as directors except in circumstances paralleling those in subparagraphs (a) through (d) outlined above.

The indemnification provided by the Wisconsin Business Corporation Law and the Company's By-laws is not exclusive of any other rights to which a director or officer may be entitled.

In 1987, the Company entered into individual indemnity agreements with certain of its directors and officers. Such agreements generally expand the indemnification rights of such directors and officers beyond the current provisions of the Wisconsin Business Corporation Law and Article Ten of the Company's By-Laws. Generally, the agreements state that the director or officer who is a party thereto shall be indemnified against expenses, amounts paid in settlement and judgments, fines, penalties and/or other amounts incurred with respect to any threatened, pending or completed proceeding (including, without limitation, proceedings brought under and/or predicated upon the Securities Act of 1933 and/or the Securities Exchange Act of 1934); provided that such indemnification is not available with respect to (i) acts or omissions to act of such director or officer finally adjudicated to have been in bad faith or to involve intentional misconduct or knowing violation of law;

(ii) the recovery of remuneration paid to or other personal benefits received by such director or officer from the Company or its affiliates, the receipt of which shall be finally adjudicated to have been in violation of applicable law; or (iii) the recovery of profits pursuant to Section 16(b) of the Securities Exchange Act of 1934 made by such officer or director from a purchase and sale of securities of the Company. In addition, the Company is not liable for indemnification of settlement amounts unless it has consented in writing to such settlement.

Expenses for the defense of any action for which indemnification may be available may be advanced by the Company under certain circumstances.

Item 7. Exemption from Registration Claimed.

Not Applicable.

Item 8. Exhibits.

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

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

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit

to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Racine, and State of Wisconsin, on this 27th day of January, 1994.

JOHNSON WORLDWIDE ASSOCIATES,  
INC.

By: /s/ JOHN D. CRABB  
John D. Crabb  
President and Chief Operating  
Officer

POWER OF ATTORNEY

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

Signature	Title	Date
/s/ John D. Crabb John D. Crabb	President, Chief Operating Officer and Director (Principal Executive Officer)	January 27, 1994
/s/ John G. Cahill John G. Cahill	Vice President, Chief Financial Officer, Secretary and Treasurer (Chief Financial Officer and Principal Accounting Officer)	January 27, 1994
/s/ Samuel C. Johnson Samuel C. Johnson	Director	January 27, 1994
/s/ Raymond F. Farley Raymond F. Farley	Director	January 27, 1994
/s/ Thomas F. Pyle, Jr. Thomas F. Pyle, Jr.	Director	January 27, 1994
_____ Donald W. Brinckman	Director	January __, 1994
/s/ Helen P. Johnson-Leipold Helen P. Johnson-Leipold	Director	January 27, 1994

EXHIBIT INDEX

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

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

Johnson Worldwide Associates, Inc.  
1994 Non-Employee Director Stock Ownership Plan

Section 1: Purpose

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

Section 2: Definitions

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

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

Section 3: Effective Dates

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

Section 4: Plan Operation

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



shall be resolved by the Board.

#### Section 5: Stock Available for Awards

- (a) Common Shares Available. The maximum number of Shares available for Awards under the Plan may not exceed 50,000 shares of Common Stock of the Company.
- (b) Adjustments and Reorganizations. The Board, as it deems appropriate to meet the intent of the Plan, may make such adjustments to (i) the number of Shares available under the Plan and which thereafter may be made the subject of Awards under the Plan, and (ii) the number and type and exercise price of Shares subject to outstanding Stock Options, provided any such adjustments are consistent with the effect on other shareholders arising from any corporate restructuring action. Such actions may include, but are not limited to, any stock dividend, stock split, combination or exchange of shares, merger, consolidation, spin-off, recapitalization, or other distributions (other than normal cash dividends) of Company assets to shareholders, or any other change affecting Shares. The Board may also make such similar appropriate adjustments in the calculation of Fair Market Value as it deems necessary to preserve the Participants' rights under the Plan. Notwithstanding the foregoing, (x) Stock Options subject to grant or previously granted under the Plan at the time of any event described above shall be subject to only such adjustment as shall be necessary to maintain the proportionate interest of the Participant and preserve, without exceeding, the value of such Stock Options, and (y) the number of Shares subject to Stock Awards under the Plan at the time of any event described above shall be subject to only such adjustment as shall be necessary to maintain the relative proportionate interest represented by such Shares immediately prior to any such event.
- (c) Common Stock Usage. If, after the effective date of the Plan, any Shares covered by an Award granted under the Plan, or to which any Award relates, are forfeited or if an Award otherwise terminates, expires or is cancelled prior to the delivery of all of the Shares or of other consideration issuable or payable pursuant to such Award and if such forfeiture, termination, expiration or cancellation occurs prior to the payment of dividends or the exercise by the holder of other indicia of ownership of the Shares to which the Award relates, then the number of Shares counted against the number of Shares available under the Plan in connection with the grant of such Award, to the extent of any such forfeiture, termination, expiration or cancellation, shall again be available for granting of additional Awards under the Plan.

#### Section 6: Awards

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

#### Section 7: General Provisions Applicable to Awards

- (a) Non-Transferability of Stock Options. Options granted under Section 6(a) hereof may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or under the laws of descent and distribution or pursuant to a qualified domestic relations order as defined in the Internal Revenue Code. The designation of a beneficiary shall not constitute a transfer. An option may be exercised, during the lifetime of the Participant, only by such Participant or his legal representative.

- (b) Non-Transferability of Stock Awards. Shares awarded under Section 6(b) hereof shall not be assignable, alienable, saleable or otherwise transferable by the respective Participant until such Participant ceases for any reason to serve on the Board. Notwithstanding the preceding sentence, the following transfers or other dispositions will not be deemed to be a violation of the transfer restrictions set forth herein:

A gift or other transfer of Shares issued to (i) any trust or other estate in which such Participant has a substantial beneficial interest or as to which such Participant serves as a trustee or in a similar capacity or (ii) any relative or spouse of such Participant, or any relative of such spouse, who has the same home as the Participant which in either case would not change the Participant's beneficial ownership of those Shares for purposes of reporting under Section 16(a) of the 1934 Act; provided, that any Shares transferred by gift or otherwise pursuant to this subparagraph will continue to be subject to the non-transfer restrictions of this Section though such Shares are held by the Participant.

- (c) Termination of Directorship. If for any reason a Participant ceases to be a Director of the Company one year or more after the Director's initial election or appointment to the Board while holding an option granted under the Plan, such option shall continue to be exercisable for a period of three years after such termination or the remainder of the option term, whichever is shorter. If for any reason other than death a Participant ceases to be a Director of the Company within one year of the Director's initial election or appointment to the Board, the option granted under the Plan and held by the Director shall be cancelled as of the date of such termination. In the event a Participant dies within one year of initial election or appointment to the Board, the option granted under the Plan shall be exercisable by will or in accordance with the laws of descent and distribution for a period of three years following the date of death.
- (d) Documentation of Grants. Awards made under the Plan shall be evidenced by written agreements or such other appropriate documentation as the Board shall prescribe. The Board need not require the execution of any instrument or acknowledgment of notice of an Award under the Plan, in which case acceptance of such Award by the respective Participant will constitute agreement to the terms of the Award.
- (e) Plan Amendment. The Board may suspend or terminate the Plan or any portion of the Plan at any time. The Board may also amend the Plan if deemed to be in the best interests of the Company and its shareholders; provided, however, that (i) no such amendment may impair any Participant's right regarding any outstanding grants, elections or other right to receive Shares under the Plan without his or her consent, and (ii) the Plan may not be amended more than once every six months, unless such amendment is permitted by Rule 16b-3(c)(2)(ii)(B) under the 1934 Act.
- (f) Governing Law. The validity, construction and effect of the Plan and any such actions taken under or relating to the Plan shall be determined in accordance with the laws of the State of Wisconsin and applicable federal law.

December 2, 1993

January 28, 1994

Johnson Worldwide Associates, Inc.  
222 Main Street  
Racine, Wisconsin 53403

Ladies and Gentlemen:

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

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

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

1. The Company is a corporation validly existing under the laws of the State of Wisconsin.

2. The shares of Class A Common Stock, when issued by the Company in the manner contemplated in the Plan, will be validly issued, fully paid and nonassessable, except as otherwise provided by Section 180.0622(2)(b) of the Wisconsin Statutes.

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

Very truly yours,

FOLEY & LARDNER

The Board of Directors  
Johnson Worldwide Associates, Inc.:

We consent to incorporation by reference in the registration statement on Form S-8 of Johnson Worldwide Associates, Inc. of our reports dated November 11, 1993, relating to the consolidated balance sheets of Johnson Worldwide Associates, Inc. and subsidiaries as of October 1, 1993 and October 2, 1992, and the related consolidated statements of operations, shareholders' equity and cash flows and related schedules for each of the years in the three year period ended October 1, 1993, which reports appear in the 1993 annual report on Form 10-K of Johnson Worldwide Associates, Inc.

KPMG PEAT MARWICK

Milwaukee, Wisconsin  
January 28, 1994