

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-A/A
(Amendment No. 1)

FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES
PURSUANT TO SECTION 12(b) OR (g) OF THE
SECURITIES EXCHANGE ACT OF 1934

ETHAN ALLEN INTERIORS INC.
(Exact name of registrant as specified in its charter)

Delaware	06-1275288
(State of Incorporation or Organization)	(I.R.S. Employer Identification No.)
Ethan Allen Drive Danbury, Connecticut	06811
(Address of Principal Executive Offices)	(Zip Code)

If this form relates to the registration of a class of securities pursuant to Section 12(b) of the Exchange Act and is effective pursuant to General Instruction A. (c), please check the following box.

If this form relates to the registration of a class of securities pursuant to Section 12(g) of the Exchange Act and is effective pursuant to General Instruction A. (d), please check the following box.

Securities Act registration statement file number to which this form relates: not applicable

Securities to be registered pursuant to Section 12(b) of the Act:

<u>Title of Each Class To be so Registered</u>	<u>Name of Each Exchange on Which Each Class is to be Registered</u>
Series C Preferred Stock Purchase Rights	New York Stock Exchange

Securities to be registered pursuant to Section 12(g) of the Act:

None

Explanatory Note

This Amendment No. 1 to Form 8-A is being filed to reflect the amendment of the Rights Agreement relating to the Rights registered hereby to extend the expiration date of such agreement.

Item 1. Description of Registrant's Securities to be Registered.

On May 20, 1996, the Board of Directors ("Board") of Ethan Allen Interiors Inc. ("Company") declared a dividend of one preferred stock purchase right ("Right") for each outstanding share of common stock of \$.01 par value ("Common Stock") of the Company. The dividend is payable to stockholders of record at the close of business on July 10, 1996 ("Record Date"). Each Right entitles the registered holder to purchase from the Company one one-hundredth (1/100) of a share of the Company's Series C Junior Participating Preferred Stock ("Series C Preferred Stock") at a purchase price of \$125. The terms and conditions of the Rights are contained in a Rights Agreement.

Initially the Rights will not be exercisable, certificates for the Rights will not be issued and the Rights will automatically trade with the Common Stock. Until the close of business on the Distribution Date, which will occur on the earlier of (i) the tenth day following a public announcement that a person or group of affiliated or associated persons, other than the Company, any subsidiary of the Company or any employee benefit plan or employee stock plan of the Company (each, an "Exempt Person"), has acquired, or has obtained the right to acquire, beneficial ownership of 15% or more of the outstanding Common Stock (each, an "Acquiring Person") (the "Stock Acquisition Date") or (ii) the fifteenth business day following the commencement of or public announcement of the intent to commence a tender or exchange offer which, if consummated, would result in the ownership of 15% or more of the outstanding Common Stock, irrespective of whether any shares of Common Stock are acquired pursuant to such offer (the earlier of such dates referenced in clauses (i) or (ii) above being called the "Distribution Date"), the Rights will be evidenced, with respect to any of the Common Stock certificates outstanding as of the Record Date, by such Common Stock certificate, together with a copy of this Summary of Rights. The Rights Agreement excludes from the calculation of beneficial ownership of shares of Common Stock of a Person, any shares which such Person has the right to vote pursuant to a voting proxy provided by Management Letter Agreements and Dealer Letter Agreements (as such terms are defined in the Rights Agreement). The Rights Agreement provides that the Distribution Date may be extended by the Board prior to the expiration of either of the time periods referenced in clauses (i) and (ii) above. It further provides that until the Distribution Date (or earlier redemption or expiration of the Rights), the Rights will be represented by and transferred with, and only with, the Common Stock. Until the Distribution Date (or the earlier redemption or expiration of the Rights), the new Common Stock certificates issued after July 10, 1996 will contain a legend incorporating the Rights Agreement by reference and the surrender for transfer of any of the Company's Common Stock certificates, with or without the aforesaid legend or a copy of the summary of rights attached thereto, will also constitute the simultaneous transfer of the Rights associated with the Common Stock represented by such certificate. As soon as practicable following the Distribution Date, separate Right Certificates ("Rights Certificates") will be mailed to holders of record of Common Stock at the close of business on the Distribution Date, and, thereafter, the Right Certificates alone will

evidence the Rights, and the Rights will be transferable separate and apart from the Common Stock.

The Rights are not exercisable until the Distribution Date. The Rights will expire at the close of business on May 31, 2011, unless redeemed or exchanged earlier as described below.

The Series C Preferred Stock will be nonredeemable and, unless otherwise provided in connection with the creation of a subsequent series of preferred stock, will be subordinate to all other series of the Company's preferred stock. The Series C Preferred Stock will not be issued except upon exercise of Rights. Each share of Series C

Preferred Stock will be entitled to receive, when, as and if declared, a quarterly dividend in an amount equal to the greater of \$1.00 per share or 100 times the quarterly cash dividend declared on the Company's Common Stock. In addition, the Series C Preferred Stock is entitled to 100 times any noncash dividends declared on the Common Stock, in like kind. In the event of dissolution, liquidation or winding-up of the Company, the holders of Series C Preferred Stock will be entitled to receive a liquidation payment in an amount equal to the greater of \$100 per share or 100 times the liquidation payment made per share of Common Stock. Each share of Series C Preferred Stock will have 100 votes, voting together with the Common Stock. In the event of any merger, consolidation or other transaction in which common shares are exchanged, each share of Series C Preferred Stock will be entitled to receive 100 times the amount received per share of Common Stock. The rights of the Series C Preferred Stock as to dividends, liquidation payments and voting rights are protected by antidilution provisions.

The Purchase Price payable and the number of shares of Series C Preferred Stock or other securities or property issuable upon exercise of the Rights are subject to adjustment from time to time to prevent dilution (i) in the event of a stock dividend on, or a subdivision, combination or reclassification of, the Series C Preferred Stock, (ii) upon the grant to holders of the Series C Preferred Stock of certain rights or warrants to subscribe for the purchase of Series C Preferred Stock or convertible securities at less than the current market price of the Series C Preferred Stock or (iii) upon the distribution to holders of the Series C Preferred Stock of evidences of indebtedness or assets (excluding regular cash dividends and dividends payable in Series C Preferred Stock) or of subscription rights or warrants.

If any Person (other than an Exempt Person) becomes the beneficial owner of 15% or more of the then outstanding shares of Common Stock, each holder of a Right, other than the Acquiring Person, will have the right to receive, upon payment of the Purchase Price, in lieu of Series C Preferred Stock, a number of shares of Common Stock having a market value equal to twice the Purchase Price. In lieu of issuing shares of Common Stock upon exercise of Rights, the Company may, and to the extent that insufficient shares of Common Stock are available for the exercise in full of the Rights, the Company shall, issue cash, property or other securities of the Company, or any combination thereof (which may be accompanied by a reduction in the Purchase Price) in proportion determined by the Company, so that the aggregate value received is equal to twice the Purchase Price. The Rights Agreement contains an exemption for any issuance of Common Stock by the Company directly to any person (for example, in a private placement or an acquisition by the Company in which Common Stock is used as consideration), even if that person would become the beneficial owner of 15% or more of the Common Stock,

provided that such person does not acquire any additional shares of Common Stock. Notwithstanding the foregoing, after the acquisition of shares of Common Stock as described in this paragraph, Rights that are (or, under certain circumstances, Rights that were) beneficially owned by an Acquiring Person will be null and void.

The Board may, at its option, at any time after a person becomes an Acquiring Person exchange all or part of the then outstanding and exercisable Rights for shares of Common Stock at an exchange ratio of one share of Common Stock per Right; provided, however, the Board may not effect such exchange after the time that any Person becomes the beneficial owner of 50% or more of the Common Stock then outstanding.

Unless the Rights are redeemed earlier, if, after the Stock Acquisition Date, the Company is acquired in a merger or other business combination (in which any shares of the Common Stock are changed into or exchanged for other securities or assets) or more than 50% of the assets or earnings power of the Company and its subsidiaries (taken as a whole) are sold or transferred in one or a series of related transactions, the Rights Agreement provides that proper provision shall be made so that each holder of record of a Right will from and after that time have the right to receive, upon payment of the Purchase Price, that number of shares of common stock of the acquiring company which has a market value at the time of such transaction equal to twice the Purchase Price.

At any time after the date of the Rights Agreement until the time that a person becomes an Acquiring Person, the Board of Directors may redeem the Rights in whole, but not in part, at a price of \$.01 per Right (the "Redemption Price"), which may (at the option of the Company) be paid in cash, shares of Common Stock or other consideration deemed appropriate by the Board of Directors. Upon the effectiveness of any action of the Board of Directors ordering redemption of the Rights, the Rights will terminate and the only right of the holders of Rights will be to receive the Redemption Price.

Until a Right is exercised, the holder thereof, as such, will have no rights as a shareholder of the Company, including, without limitation, the right to vote or to receive dividends.

The provisions of the Rights Agreement may be amended by the Company, except that any amendment adopted after the time that a person becomes an Acquiring Person may not adversely affect the interests of holders of Rights.

As of May 20, 1996, there were 14,556,503 shares of Common Stock outstanding and 944,432 shares of Common Stock reserved for issuance under employee benefit plans. Each outstanding share of Common Stock on July 10, 1996 will receive one Right. One hundred fifty five thousand, ten (155,010) shares of Series C Preferred Stock will be reserved for issuance in the event of exercise of the Rights.

The Rights have certain anti-takeover effects. The Rights will cause substantial dilution to a person or group that attempts to acquire the Company without conditioning the offer on the Rights being redeemed or a substantial number of Rights being acquired, and under certain circumstances the Rights beneficially owned by such a person or group may become void. The

Rights should not interfere with any merger or other business combination approved by the Board of Directors because, if the Rights would become exercisable as a result of such merger or business combination, the Board of Directors may, at its option, at any time prior to the time that any Person becomes an Acquiring Person, redeem all (but not less than all) of the then outstanding Rights at the Redemption Price.

The Rights Agreement, dated June 26, 1996, between the Company and Computershare Investor Services, LLC (formerly Harris Trust and Savings Bank), as Rights Agent, and Amendment No. 1 to such Rights Agreement, specifying the terms of the Rights, are attached as Exhibits to this Registration Statement. The foregoing description of the Rights is qualified in its entirety by reference to the Rights Agreement.

Item 2. Exhibits.

The following exhibits are filed herewith:

<u>Exhibit Number</u>	<u>Description</u>
3.1	Certificate of Designations of Series C Participating Preferred Stock of Ethan Allen Interiors Inc., dated July 3, 1996 (previously filed)
3.2	Certificate of Amendment to Certificate of Designations of Series C Participating Preferred Stock of Ethan Allen Interiors Inc., dated December 27, 2004
4.1	Rights Agreement, dated as of June 26, 1996, between Ethan Allen Interiors Inc. and Computershare Investor Services, LLC (formerly Harris Trust and Savings Bank) (previously filed)
4.2	Amendment No. 1 to Rights Agreement, dated as of December 23, 2004, among Ethan Allen Interiors Inc., Computershare Investor Services, LLC and Harris Trust and Savings Bank

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the Registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereto duly authorized.

Date: December 27, 2004

By: s/ M. Farooq Kathwari

Name: M. Farooq Kathwari

Title: President

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF DESIGNATIONS
OF
SERIES C JUNIOR PARTICIPATING PREFERRED STOCK
OF
ETHAN ALLEN INTERIORS INC.**

IT IS HEREBY CERTIFIED THAT:

1. The Certificate of Designations of Series C Junior Participating Preferred Stock of Ethan Allen Interiors Inc. (the "Corporation") is hereby amended by striking out Section 4(c) thereof and by substituting in its place the following new Section:

"4(c) The Company shall not issue any shares of Series C Preferred Stock except upon the exercise of Rights issued pursuant to that certain Rights Agreement dated as of June 26, 1996, between the Company and Computershare Investor Services, LLC, as may be amended from time to time (the "Rights Agreement"), a copy of which is on file with the Secretary of the Company at the principal executive office of the Company and shall be made available to holders of record of Common Stock or Series C Preferred Stock without charge upon written request therefore addressed to the Secretary of the Company. Notwithstanding the foregoing sentence, nothing contained in the provisions hereof shall prohibit or restrict the Company from issuing for any purpose any series of Preferred Stock with rights and privileges similar to, different from, or greater than those of the Series C Preferred Stock."

2. No shares of Series C Junior Participating Preferred Stock have been issued.

3. Said amendment was duly adopted in accordance with the provisions of Section 151(g) of the General Corporation Law of the State of Delaware pursuant to the following resolution of the Board of Directors of the Corporation:

"Resolved, that the Amendment No. 1 to the Rights Agreement as submitted be approved and that the President is authorized to execute said Amendment along with such other documents, forms, filings or agreements necessary to carry out the intent of the Amendment and to take such further steps or actions necessary to fulfill the intent of the Amendment."

[signature page follows]

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed and attested to this 27th day of December, 2004.

By: /s/ M. Farooq Kathwari
M. Farooq Kathwari
President

Attest:

/s/ Pamela A. Banks
Pamela A. Banks
Secretary

AMENDMENT NO. 1
to
RIGHTS AGREEMENT

Amendment No. 1 (the "Amendment") dated as of December 23, 2004 among Ethan Allen Interiors Inc. (the "Company") Harris Trust and Savings Bank, (the "Harris"), and Computershare Investor Services, LLC ("Computershare"), to the Rights Agreement dated as of June 26, 1996 (the "Rights Agreement") between the Company and Harris.

WITNESSETH:

WHEREAS, the Company and Harris are parties to the Rights Agreement where Harris was appointed Rights Agent (as defined in the Rights Agreement); and

WHEREAS, the Company wishes to appoint Computershare as successor Rights Agent under the Rights Agreement; and

WHEREAS, the parties desire to amend the Rights Agreement to extend the term of the Rights (as defined in the Rights Agreement) in accordance with the Rights Agreement and amend certain other provisions of the Rights Agreement;

NOW, THEREFORE, for consideration set forth herein and in the Rights Agreement, the sufficiency and receipt of which is hereby acknowledged, and intending to be legally bound, the Company, Harris and Computershare agree as follows:

1. Definitions. Except as set forth below, all capitalized terms used in this Amendment shall have their respective meanings set forth in the Rights Agreement.
2. Amendment to Section 7(a). Section 7(a) of the Rights Agreement is hereby amended to replace the phrase "May 31, 2006 ("Final Expiration Date")" with the phrase "May 31, 2011 ("Final Expiration Date")".
3. Amendment to Section 3(d). The legend set forth in Section 3(d) of the Rights Agreement is hereby amended to read in its entirety as follows:

This certificate also evidences and entitles the holder hereof to certain Rights as set forth in a Rights Agreement between Ethan Allen Interiors Inc. and Computershare Investor Services, LLC, as Rights Agent, dated as of June 26, 1996 (as amended from time to time in accordance therewith, the "Rights Agreement"), the terms of which are incorporated herein by reference and a copy of which is on file at the principal executive office of Ethan Allen Interiors Inc. Under certain circumstances, as set forth in the Rights Agreement, such Rights will be evidenced by separate certificates and will no longer be evidenced by this

certificate. Ethan Allen Interiors Inc. will mail to the holder of this certificate a copy of the Rights Agreement without charge within five days after receipt by it of a written request therefor. Rights issued to or beneficially owned by a Person who is or becomes an Acquiring Person or an Associate or Affiliate of such Acquiring Person (as such terms are defined in the Rights Agreement) or, under certain circumstances, transferees thereof, will become null and void as provided in Section 11(a)(ii) of the Rights Agreement and thereafter may not be transferred to any Person.

4. Amendment to Section 21. The sixth sentence of Section 21 (page 68) shall be amended to read in its entirety as follows: "Any successor Rights Agent, whether appointed by the Company or by such a court, shall be (a) a corporation or limited liability company organized and doing business under the laws of the United States or any State thereof, in good standing, which is authorized under such laws to exercise corporate trust or stock transfer powers and is subject to supervision or examination by federal or state authority and which at the time of its appointment as Rights Agent has, a combined capital and surplus of at least \$35,000,000 or (b) an Affiliate controlled by a corporation or limited liability company described in clause (a) of this sentence.
5. Amendments to Exhibit B [Form of Right Certificate] Exhibit B to the Rights Agreement [Form of Right Certificate] is hereby amended as follows:
 - (a) in the legend appearing above the heading "Right Certificate," the date "May 31, 2006" is hereby replaced with the date "May 31, 2011" and
 - (b) in the first full paragraph appearing below the heading "Right Certificate," the date "May 31, 2006" is hereby replaced with the date "May 31, 2011".
6. Amendment to Exhibit C [Summary of Rights to Purchase Series C Participating Preferred Stock]. Exhibit C to the Rights Agreement [Summary of Rights to Purchase Series C Participating Preferred Stock] is hereby amended to replace the date "May 31, 2006" in the third full paragraph thereof with the date "May 31, 2011".
7. Amendment to Section 11(a)(ii). Section 11(a)(ii) of the Rights Agreement is hereby amended to replace the reference to "Section 4(b)" in the penultimate sentence thereof with the reference to "Section 3(b)".
8. Termination of Rights Agent. The Company hereby terminates Harris as Rights Agent under the Rights Agreement.
9. Appointment of Successor Rights Agent. The Company hereby appoints Computershare as successor Rights Agent under the Rights Agreement and Computershare hereby accepts such appointment.
10. Substitution. "Computershare Investor Services, LLC" shall be substituted throughout the Rights Agreement, Exhibits and amendments for "Harris Trust and Savings Bank."
11. Notices. Section 25 shall be amended to provide for notices to the Rights Agent as follows:

Computershare Investor Services, LLC
2 North LaSalle Street
Chicago, Illinois 60602
Attention: Dennis Sneyers, Relationship Manager

12. Continuing Force and Effect.
13. Except as expressly provided herein, all of the terms and conditions of the Rights Agreement shall continue in full force and effect.

14. From and after the execution and delivery hereof, all references to the Rights Agreement contained in other agreements or instruments (however the Rights Agreement may be defined in such other agreements or instruments) shall hereafter refer to the Rights Agreement as amended pursuant to this Amendment.

15. Miscellaneous.

16. No waiver, amendment or modification hereof shall be valid unless effected in the manner required by the Rights Agreement.

17. This Amendment shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed entirely within the State of Delaware.

18. This Amendment shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

19. This Amendment may be executed in any number of counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same instrument.

20. The captions and paragraph headings used in this Amendment have been inserted for convenience of reference only, and shall not affect the construction or interpretation of any provision hereof.

(a) By executing below the parties hereby waive the thirty (30) day prior written notice provided for in Section 21.

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IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the day and year first above written.

ETHAN ALLEN INTERIORS INC.

By: /s/ M. Farooq Kathwari
Name: M. Farooq Kathwari
Title: President

HARRIS TRUST AND SAVINGS BANK

By: /s/ Martin J. McHale, Jr.
Name: Martin J. McHale, Jr.
Title: Vice President

COMPUTERSHARE INVESTOR SERVICES, LLC

By: /s/ Cynthia Nisley
Name: Cynthia Nisley
Title: Director, Relationship Management

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