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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

August 19, 2010

Date of Report (Date of earliest event reported)

Smith & Wesson Holding Corporation

(Exact Name of Registrant as Specified in Charter)

Nevada

(State or Other
Jurisdiction of Incorporation)

001-31552

(Commission File Number)

87-0543688

(IRS Employer
Identification No.)

2100 Roosevelt Avenue
Springfield, Massachusetts
01104

(Address of Principal Executive Offices) (Zip Code)

(800) 331-0852

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

On August 19, 2010, we entered into a Waiver and Amendment No. 1 to Agreement and Plan of Merger (the “Amendment”) to amend the Agreement and Plan of Merger (the “Merger Agreement”), dated June 18, 2009, relating to our acquisition of Universal Safety Response, Inc. (“USR”).

Pursuant to the Merger Agreement, we agreed to make an earn-out payment of up to 4,080,000 unregistered shares of our common stock if the calendar year 2009 and 2010 EBITDA (as defined in the Merger Agreement) of USR met or exceeded certain defined targets. Pursuant to the Amendment, we have agreed to waive the achievement of the EBITDA targets as a condition to the issuance of the 4,080,000 earn-out shares, and instead have agreed to issue the 4,080,000 shares to the former stockholders of USR on March 18, 2011.

A copy of the Amendment is attached hereto as Exhibit 2.8(a) and is incorporated by reference into this Item 1.01. The foregoing description of the Amendment and the transactions contemplated thereby is qualified in its entirety by reference to the full text of the Amendment.

Item 3.02. Unregistered Sales of Equity Securities.

As described in Item 1.01, pursuant to the Amendment, we have agreed to issue 4,080,000 unregistered shares of our common stock on March 18, 2011 to the former stockholders of USR. The shares of common stock will be issued in reliance upon Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder, as a transaction by an issuer not involving a public offering. Each former stockholder of USR made representations to us that (1) the shares were being acquired by it for its own account and not with view to the distribution of the shares, (2) it had sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of the acquisition of the shares, and (3) it was supplied with, or had access to, information, including our public filings and any other information with respect to our financial condition, business, and prospects and other information it requested, to enable it to understand more fully the nature of the acquisition of the shares and to verify the accuracy of the information supplied.

Item 9.01. Financial Statements and Exhibits.

- (a) *Financial Statements of Business Acquired.*

Not applicable.

- (b) *Pro Forma Financial Information.*

Not applicable.

- (c) *Shell Company Transactions.*

Not applicable.

(d) *Exhibits.*

<u>Exhibit Number</u>	<u>Exhibits</u>
2.8(a)	Waiver and Amendment No. 1 to Agreement and Plan of Merger, dated as of August 19, 2010, by and among Smith & Wesson Holding Corporation, Universal Safety Response, Inc., and William C. Cohen, Jr., as Stockholders' Representative

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SMITH & WESSON HOLDING CORPORATION

Date: August 19, 2010

By: */s/ Michael F. Golden*

Michael F. Golden
President and Chief Executive Officer

EXHIBIT INDEX

- 2.8(a) Waiver and Amendment No. 1 to Agreement and Plan of Merger, dated as of August 19, 2010, by and among Smith & Wesson Holding Corporation, Universal Safety Response, Inc., and William C. Cohen, Jr., as Stockholders' Representative

**WAIVER AND
AMENDMENT NO. 1 TO AGREEMENT AND PLAN MERGER**

This Waiver and Amendment No. 1 to Agreement and Plan of Merger (the “Waiver and Amendment”) is made and entered into as of August 19, 2010, by and among Smith & Wesson Holding Corporation, a Nevada corporation (“S&W”), Universal Safety Response, Inc., a Delaware corporation (“USR”), and William C. Cohen, Jr. (“Stockholders’ Representative”), on behalf of the former stockholders of Universal Safety Response, Inc., a New York corporation (“Old USR”).

RECITALS

A. S&W, SWAC-USR I, Inc., a Delaware corporation (“SWAC I”), USR (formerly known as SWAC-USR II, Inc. (“SWAC II”)), Old USR, and Stockholders’ Representative are parties to that certain Agreement and Plan of Merger, dated as of June 18, 2009 (the “Merger Agreement”), pursuant to which (i) SWAC I merged with and into Old USR, and (ii) immediately thereafter, Old USR merged with and into SWAC II (which changed its name to Universal Safety Response, Inc.). Unless otherwise indicated, all capitalized terms used herein shall have the meaning assigned to them in the Merger Agreement.

B. Pursuant to Section 9.6 of the Merger Agreement, the Merger Agreement may not be modified or amended other than by an agreement in writing duly executed by all parties thereto.

C. S&W, USR, and Stockholders’ Representative believe that it is in their mutual best interests to waive certain provisions of the Merger Agreement and amend the Merger Agreement pursuant to the provisions contained herein.

AGREEMENT

In consideration of the promises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows.

1. **Waiver of Sections 1.1(j), 4.7(a)(i), 4.7(a)(ii), and 4.9 of the Merger Agreement.** Each of S&W, USR, and Stockholders’ Representative (on behalf of the former stockholders of Old USR) hereby (a) waives the requirements set forth in, as well as any and all rights of such party and any obligations of each other party under, Sections 1.1(j), 4.7(a)(i), 4.7(a)(ii), and 4.9 of the Merger Agreement, and (b) agrees that Sections 1.1(j), 4.7(a)(i), 4.7(a)(ii), and 4.9 of the Merger Agreement shall have no further force and effect following the date hereof.

2. **New Section 1.1(l) of the Merger Agreement.** A new Section 1.1(l) shall be added to the Merger Agreement, which shall read as follows:

(l) **Additional Merger Consideration.**

(i) **Delivery of Additional Merger Consideration.** On March 18, 2011 (the “Delivery Date”), S&W shall deliver to the Stockholders’ Representative, on behalf of the USR stockholders, based on their proportionate ownership of USR Common Stock at the Effective Time, 4,080,000 additional shares of S&W Common Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization) (the “Additional Merger Consideration”).

(ii) **No Rights as Stockholder until Delivery.** The USR stockholders shall not have any rights, benefits, or entitlements with respect to the shares of S&W Common Stock constituting the Additional Merger Consideration until such shares of S&W Common Stock have been delivered to the USR stockholders on the Delivery Date. Subject to any other agreements between any USR stockholder and S&W, on or after the Delivery Date, the USR stockholders shall have, with respect to the shares of S&W Common Stock constituting the Additional Merger Consideration, all of the rights of a holder of S&W Common Stock.

(iii) **Effect of Change in Control of S&W.** In the event of a Change in Control (as defined in Section 1.1(j)(viii) above) of S&W after the Effective Time but prior to the Delivery Date, S&W shall deliver to the Stockholders' Representative, on behalf of the USR stockholders and immediately prior to the consummation of such event, the Additional Merger Consideration.

(iv) **Tax Treatment.** For tax purposes, the Additional Merger Consideration shall be treated as comprised of two components, respectively a principal component and an interest component, the amounts of which shall be determined as provided in Treasury Regulation Section 1.483-4(b) example (2) using the 3-month test rate of interest provided for in Treasury Regulation Section 1.1274-4(a)(1)(ii) employing the semi-annual compounding period. As to such Additional Merger Consideration paid to each USR stockholder, shares representing the principal component (with a value equal to the principal component) and shares representing the interest component (with a value equal to the interest component) shall be represented by separate share certificates.

3. **Effect of Waiver and Amendment.** Except as expressly waived or amended hereby, the Merger Agreement shall continue in full force and effect in accordance with the provisions thereof.

4. **Controlling Law.** This Waiver and Amendment shall be governed by and construed in accordance with the laws of the state of Delaware for all purposes and all respects, without regard to the conflict of law provisions of such state.

5. **Counterparts.** This Waiver and Amendment may be executed and delivered by each party hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same agreement.

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IN WITNESS WHEREOF, S&W, USR, and Stockholders' Representative have executed this Waiver and Amendment No. 1 to Agreement and Plan of Merger as of the day and year first above written.

SMITH & WESSON HOLDING CORPORATION

By: /s/ Michael F. Golden

Michael F. Golden, President and Chief Executive
Officer

UNIVERSAL SAFETY RESPONSE, INC.

By: /s/ Matthew A. Gelfand

Matthew A. Gelfand, President

/s/ William C. Cohen, Jr.

WILLIAM C. COHEN, JR., as Stockholders'
Representative