

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

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

Date of Report (Date of earliest event reported):  
September 20, 2011

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**Columbia Sportswear Company**

(Exact name of registrant as specified in its charter)

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**Oregon**  
(State or other jurisdiction  
of incorporation)

**0-23939**  
(Commission  
File Number)

**93-0498284**  
(I.R.S. Employer  
Identification No.)

**14375 Northwest Science Park Drive**  
**Portland, Oregon 97229**  
(Address of principal executive offices)

**(503) 985-4000**  
(Registrant's telephone number, including area code)(Zip Code)

(Former name or former address, if changed since last report)

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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:

- 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 September 20, 2011, Columbia Sportswear Company (the “Company”) entered into a Second Amendment (the “Amendment”) to its Credit Agreement dated as of June 15, 2010, as amended by the First Amendment to Credit Agreement dated as of December 16, 2010 (as amended, the “Credit Agreement”), with Wells Fargo Bank, National Association, as the administrator for the lenders and as a lender, and Bank of America, N.A., as a lender. The Amendment extends the Maturity Date of the Credit Agreement to July 1, 2016. The Amendment, filed as an exhibit to this Form 8-K, is hereby incorporated into this Form 8-K.

**ITEM 2.03 CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT.**

The information disclosed under Item 1.01 is incorporated into this Item 2.03 by this reference.

**ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS**

(d) Exhibits.

- 10.1 Second Amendment to Credit Agreement dated as of September 20, 2011 among Columbia Sportswear Company, Wells Fargo Bank, National Association, as the administrator for the lenders and as a lender, and Bank of America, N.A., as a lender.

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**SIGNATURE**

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.

**Columbia Sportswear Company**

Date: September 20, 2011

By: /s/ Thomas B. Cusick

Thomas B. Cusick

Senior Vice President of Finance, Chief Financial  
Officer and Treasurer

**SECOND AMENDMENT TO CREDIT AGREEMENT**

THIS SECOND AMENDMENT TO CREDIT AGREEMENT is entered into as of September 20, 2011 by and among COLUMBIA SPORTSWEAR COMPANY, an Oregon corporation (“Borrower”), WELLS FARGO BANK, NATIONAL ASSOCIATION as Administrative Agent and as a Lender, and BANK OF AMERICA, N.A., as a Lender.

**RECITALS**

Borrower, Administrative Agent and Lenders are parties to that certain Credit Agreement dated June 15, 2010 (as amended, the “Credit Agreement”) and desire to extend the Maturity Date to July 1, 2016. All capitalized terms used herein and not otherwise defined herein shall have the meaning attributed to them in the Credit Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties contained herein, Borrower, Administrative Agent and Lenders hereby agree as follows:

**1. Amendment of Maturity Date.** The defined term “Maturity Date” in Section 1.1 of the Credit Agreement is amended in its entirety to read as follows:

“Maturity Date” means July 1, 2016.

**2. Ratification.** Except as otherwise provided in this Second Amendment, all of the provisions of the Credit Agreement are hereby ratified and confirmed and shall remain in full force and effect.

**3. One Agreement.** The Credit Agreement, as modified by the provisions of this Second Amendment, shall be construed as one agreement.

**4. Effective Date.** This Second Amendment shall be effective as of the date first written above upon execution and delivery by the parties of this amendment and Guarantors execution and delivery of the Consent and Acknowledgement set forth below.

**5. Counterparts.** This Second Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Second Amendment by fax or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Second Amendment.

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**IN WITNESS WHEREOF**, this Second Amendment to Credit Agreement has been duly executed and delivered as of the date first written above.

**BORROWER:** COLUMBIA SPORTSWEAR COMPANY

By: /s/ Thomas B. Cusick  
Title: Thomas B. Cusick, Senior Vice President  
of Finance, Chief Financial Officer and  
Treasurer

**ADMINISTRATIVE AGENT and** WELLS FARGO BANK, NATIONAL  
**LENDER:** ASSOCIATION

By: /s/ James L. Franzen  
James L. Franzen, Vice President

**LENDER:** BANK OF AMERICA, N.A.

By: /s/ Michael W. Snook  
Michael W. Snook,  
Senior Vice President

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**CONSENT AND ACKNOWLEDGMENT OF GUARANTOR**

COLUMBIA SPORTSWEAR USA CORPORATION hereby (a) acknowledges receipt of a copy of the foregoing Second Amendment to Credit Agreement and consents to the modification of the Credit Agreement contained therein, (b) reaffirms its obligations and waivers under its Continuing Guaranty dated as of June 15, 2010 and (c) acknowledges that its obligations under its Continuing Guaranty are legal, valid and binding obligations enforceable in accordance with their terms and that it has no defense, offset, claim or counterclaim with respect to any of its obligations thereunder.

IN WITNESS WHEREOF, COLUMBIA SPORTSWEAR USA CORPORATION has duly executed and delivered this Consent and Acknowledgment as of September 20, 2011.

**GUARANTOR:** COLUMBIA SPORTSWEAR USA CORPORATION

By: /s/ Thomas B. Cusick  
Title: Thomas B. Cusick, Senior Vice  
President of Finance, Chief  
Financial Officer and Treasurer