

**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

Date of Report (Date of earliest event reported): September 1, 2010

Clarus Corporation
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-24277
(Commission File Number)

58-1972600
(IRS Employer
Identification Number)

2084 East 3900 South, Salt Lake City, Utah
(Address of principal executive offices)

84124
(Zip Code)

Registrant's telephone number, including area code: (801) 278-5552

N/A
(Former name or former address, if changed since last report.)

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 Agreements.

Amendment to the Clarus Corporation 2005 Equity Incentive Plan

On September 1, 2010, the Board of Directors (the “Board”) of Clarus Corporation (the “Company”) approved an amendment to the Company’s 2005 Stock Incentive Plan (the “Plan”) that imposes a maximum aggregate limit of 4,500,000 on the number of incentive stock options that may be issued under the Plan, as well as certain technical changes to conform to amendments to Sections 162(m) and 409A of the Internal Revenue Code, as amended. As previously disclosed, the Company’s stockholders approved the amendment imposing the maximum aggregate limit on the number of incentive stock options that may be issued under the Plan at the Company’s 2010 Annual Meeting of Stockholders held on August 5, 2010.

A copy of Amendment No. 1 to the Company’s 2005 Stock Incentive Plan is attached to this Current Report on Form 8-K as Exhibit 10.1, and is incorporated herein by reference as though fully set forth herein. The foregoing summary description of Amendment No. 1 to the Company’s 2005 Stock Incentive Plan is not intended to be complete and is qualified in its entirety by the complete text of Amendment No. 1 to the Company’s 2005 Stock Incentive Plan.

Transition Agreement Amendment

On September 1, 2010, the Company entered into Amendment No. 1 to the Transition Agreement with Kanders & Company, Inc., dated as of May 28, 2010. Amendment No. 1 to the Transition Agreement modifies the end date for the period in which Kanders & Company, Inc., is to provide transition services to the Company from March 31, 2011 to December 31, 2010. Kanders & Company, Inc. is an entity owned and controlled by Mr. Warren B. Kanders, the Company’s Executive Chairman.

A copy of Amendment No. 1 to the Transition Agreement is attached to this Current Report on Form 8-K as Exhibit 10.2, and is incorporated herein by reference as though fully set forth herein. The foregoing summary description of Amendment No. 1 to the Transition Agreement is not intended to be complete and is qualified in its entirety by the complete text of Amendment No. 1 to the Transition Agreement.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

<u>Exhibit</u>	<u>Description</u>
10.1	Amendment No. 1 to Clarus Corporation 2005 Stock Incentive Plan.
10.2	Amendment No. 1 to Transition Agreement, dated September 1, 2010, between Clarus Corporation and Kanders and Company, Inc.

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.

Dated: September 7, 2010

CLARUS CORPORATION

By: /s/ Robert Peay

Name: Robert Peay,

Title: Chief Financial Officer

(Principal Financial Officer)

EXHIBIT INDEX

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10.2	Amendment No. 1 to Transition Agreement, dated September 1, 2010, between Clarus Corporation and Kanders and Company, Inc.

**AMENDMENT NO. 1
TO THE
CLARUS CORPORATION
2005 STOCK INCENTIVE PLAN**

The following amendments are hereby made to the Clarus Corporation 2005 Stock Incentive Plan (the "Plan"), effective January 1, 2010, except as otherwise indicated:

1. Section 5.7 of the Plan is hereby amended by adding the following sentence to the end thereof, effective as of the date the amendment is approved by shareholders:

"Notwithstanding Section 2, the maximum aggregate number of ISOs that may be issued under this Plan is 4,500,000."

2. Section 6.7 of the Plan is hereby amended by adding the following clause to the end thereof:

"; provided, that for any Award that is intended to be performance-based compensation for purposes of Section 162(m) of the Code, the forfeiture period and any other conditions set forth in the Award Agreement for such performance-based Award may only be waived to the extent consistent with the requirements of performance-based compensation set forth in Section 162(m) of the Code and guidance thereunder."

3. Section 6.8 of the Plan is hereby amended by adding the following clause to the end thereof:

"; provided, that for any Award of Restricted Stock that is intended to be performance-based compensation for purposes of Section 162(m) of the Code, the forfeiture period and any other conditions set forth in the Award Agreement for such performance-based compensation may only be waived to the extent consistent with the requirements of performance-based compensation set forth in Section 162(m) of the Code and guidance thereunder."

4. Section 7.1(e) of the Plan is hereby amended by adding the following clause to the end thereof:

"; provided, that payment of the Performance Award intended to be performance-based compensation for purposes of Section 162(m) of the Code may be made only to the extent consistent with the requirements of performance-based compensation set forth in Section 162(m) of the Code and guidance thereunder."

5. Section 15 of the Plan is hereby deleted in its entirety and replaced with the following:

“EXCHANGE AND BUYOUT OF AWARDS. To the extent consistent with Section 162(m) of the Code with respect to Awards intended to be performance-based compensation for purposes of Section 162(m) of the Code, the Committee may, at any time or from time to time, authorize the Company, with the consent of the respective Participants, to issue new Awards in exchange for the surrender and cancellation of any or all outstanding Awards. In addition, to the extent consistent with Section 162(m) of the Code with respect to Awards intended to be performance-based compensation for purposes of Section 162(m) of the Code, the Committee may at any time buy from a Participant an Award previously granted with payment in cash, Shares (including Restricted Stock) or other consideration, based on such terms and conditions, consistent with Section 162(m) of the Code, as the Committee and the Participant may agree.”

6. Section 22 of the Plan is hereby deleted in its entirety and replaced by the following new Section 22, effective as of January 1, 2009:

“22. Sections 162(m) and 409A of the Code.

22.1 Section 162(m) Compliance. The Plan, and all Awards designated by the Committee as “performance-based compensation” for purposes of Section 162(m) of the Code are intended to be exempt from the application of Section 162(m) of the Code, which restricts under certain circumstances the Federal income tax deduction for compensation paid by a public company to certain executives in excess of \$1 million per year. The Committee may, without stockholder approval (unless otherwise required to comply with Rule 16b-3 under the Exchange Act or in accordance with applicable market or exchange requirements), amend the Plan retroactively and/or prospectively to the extent it determines necessary in order to comply with any subsequent clarification of Section 162(m) of the Code required to preserve the Company’s Federal income tax deduction for compensation paid pursuant to the Plan. To the extent that the Committee determines as of the Date of Grant of an Award that (i) the Award is intended to comply with Section 162(m) of the Code, and (ii) the exemption described above is no longer available with respect to such Award absent shareholder approval, such Award shall not be effective until any stockholder approval required under Section 162(m) of the Code has been obtained. Notwithstanding the foregoing, if the Committee deems it to be in the best interest of the Company, the Committee retains the discretion to make such Awards under the Plan that may not comply with the requirements of Section 162(m) of the Code.

22.2 Section 409A Compliance. No Award (or modification thereof) intended to comply with Section 409A of the Code shall provide for deferral of compensation that does not comply with Section 409A of the Code. Notwithstanding any provision of this Plan to the contrary, if one or more of the payments or benefits received or to be received by a Participant pursuant to an Award would cause the Participant to incur any additional tax or interest under Section 409A of the Code, the Committee may reform such provision to maintain to the maximum extent practicable the original intent of the applicable provision without violating the provisions of Section 409A of the Code. For purposes of this Plan, and solely to the extent necessary or advisable to comply with any applicable requirements of Section 409A of the Code and the regulations thereunder, references to a "termination of employment" shall be deemed to mean a "separation from service" as that term is defined under Treasury Reg. Section 1.409A-1(h). Notwithstanding any other provisions of this Plan to the contrary, and solely to the extent necessary for compliance with Section 409A of the Code (and only to the extent not otherwise eligible for exclusion from the requirements of Section 409A of the Code), if the Participant becomes entitled to a payment of any benefit or settlement of any Award under this Plan in connection with the Participant's termination of employment (other than due to death) and the Participant is deemed to be a "Specified Employee" (as defined under Section 409A of the Code) as of the date of such termination of employment, no payment, settlement or other distribution required to be made to the Participant hereunder (including any payment of cash, any transfer of property and any provision of taxable benefits) shall be made earlier than the date that is six (6) months and one day following the date of the Participant's termination of employment with the Company."

7. The Plan was amended by the Board of Directors of Clarus Corporation as of September 1, 2010.

Certification

The undersigned, being the Secretary of Clarus Corporation., a Delaware corporation, hereby certifies that the foregoing is a true and complete copy of Amendment No. 1 to the Clarus Corporation 2005 Stock Incentive Plan, as duly adopted by the Board of Directors of the Company on June 21, 2005, and that said Amendment No. 1 to the Clarus Corporation 2005 Stock Incentive Plan is in full force and effect on the date hereof, without further amendment or modification.

/s/ Robert Peay

Dated: September 1, 2010

Robert Peay, Secretary

**AMENDMENT NO. 1 TO
TRANSITION AGREEMENT**

THIS AMENDMENT NO. 1 TO TRANSITION AGREEMENT (this "Amendment") is entered into as of the 1st day of September 2010, by and between Clarus Corporation ("Clarus"), a Delaware corporation having its principal office at 2084 East 3900 South, Salt Lake City, Utah 84124, and Kanders & Company, Inc. (the "Company"), a Delaware corporation having its principal office at One Landmark Square, 22nd Floor, Stamford, Connecticut 06901.

WHEREAS, Clarus and the Company are parties to a Transition Agreement dated as of May 28, 2010 (the "Transition Agreement"). Capitalized terms not otherwise defined in this Amendment shall have their respective meanings as set forth in the Transition Agreement; and

WHEREAS, Clarus and the Company now desire to amend the Transition Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The first sentence of Section 2(a) of the Transition Agreement is hereby amended and restated in its entirety to read as follows:

"Clarus hereby retains the Company to provide mutually agreed upon transition services in connection with the Acquisition (the "Services") through December 31, 2010 (the "Term")."

2. Except as expressly amended by this Amendment, the Transition Agreement remains in full force and effect.

3. This Amendment is made and executed and shall be governed by the laws of the State of New York, without regard to the conflicts of law principles thereof.

4. This Amendment may be executed in any number of counterparts (and by facsimile or other electronic signature), but all counterparts will together constitute but one agreement.

IN WITNESS WHEREOF, each of the parties hereto have duly executed this Amendment No. 1 to the Transition Agreement as of the date set forth above.

Clarus Corporation

Kanders & Company, Inc.

By: /s/ Robert Peay

By: /s/ Warren B. Kanders

Name: Robert Peay

Name: Warren B. Kanders

Title: Chief Financial Officer

Title: President
