
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
WASHINGTON, DC 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



Daktronics, Inc.
(Exact name of registrant as specified in its charter)

South Dakota
(State or Other Jurisdiction of
Incorporation or Organization)

46-0306862
(I.R.S. Employer
Identification Number)

201 Daktronics Drive
Brookings, SD 57006
(Address of principal executive office) (zip code)

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

Title of each class to be so registered	Name of each exchange on which each class is to be registered
Preferred Stock Purchase Rights	The Nasdaq Stock Market, LLC

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) or (e), 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) or (e), check the following box.

If this form relates to the registration of a class of securities concurrently with a Regulation A offering, check the following box.

Securities Act registration statement or Regulation A offering statement file number to which this form relates: (if applicable) Not applicable.

Securities to be registered pursuant to Section 12(g) of the Act: None

Explanatory Note

This Form 8-A/A (Amendment No. 1) (the "Amendment") is filed by Daktronics, Inc. (the "Company") to amend the Registration Statement on Form 8-A filed by the Company on November 16, 2018 (the "Original Registration Statement").

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

Effective on November 16, 2018, the Company's Board of Directors (the "Board" or the "Board of Directors") declared a dividend of one right (a "Right") for each of the Company's issued and outstanding shares of common stock, no par value per share. The dividend was paid to the shareholders of record at the close of business on November 19, 2018. Each Right entitles the holder, subject to the terms of the "Rights Agreement" (as defined below), to purchase from the Company one one-thousandth of one share of the Company's Series A Junior Participating Preferred Stock at an initial exercise price of \$25.00 per Right, subject to certain adjustments. The description and terms of the Rights are set forth in the Rights Agreement dated as of November 16, 2018 (the "Original Rights Agreement") between the Company and Equiniti Trust Company, as rights agent (the "Rights Agent").

Effective on November 19, 2021, the Board approved a First Amendment to Rights Agreement, dated as of November 19, 2021 (the "First Amendment"). The First Amendment amends the Original Rights Agreements to extend the expiration date of the Rights from the close of business on November 19, 2021 to the close of business on November 19, 2024. The Rights, which are not exercisable until the "Distribution Date" (as that term is defined in the Original Rights Agreement) will expire at (i) the close of business on November 19, 2024; (ii) the time at which the Rights are redeemed under the Original Rights Agreement, as amended by the First Amendment (collectively, the "Rights Agreement"); (iii) the time at which the Rights are exchanged under the Rights Agreement; and (iv) the time at which the Rights are terminated upon the closing of any merger or other acquisition transaction involving the Company and a person pursuant to a merger or other acquisition agreement that has been approved by the Board of Directors of the Company before such person has become an "Acquiring Person" (as that term is defined in the Rights Agreement). The First Amendment also amends the initial exercise price of \$25.00 per Right set forth in the Original Rights Agreement to \$20.00 per Right. In all other respects, the Original Rights Agreement remains in full force and effect.

The foregoing description of the terms of the Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Original Agreement, which is incorporated by reference as Exhibit 4.1 to this Amendment, and by reference to the full text of the First Amendment, a copy of which is filed as Exhibit 4.2 to this Amendment and incorporated herein by reference. In addition, the description of the Original Rights Agreement set forth in Item 1 of the Original Registration Statement is incorporated into this Item 1 by reference.

Item 2. Exhibits.

The exhibits identified in the attached Exhibit Index are filed as part of this Amendment.

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.

DAKTRONICS, INC.

By: /s/ Sheila M. Anderson
Sheila M. Anderson
Chief Financial Officer

Date: November 19, 2021

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
3.1	Articles of Amendment to the Amended and Restated Articles of Incorporation of Daktronics, Inc. dated November 16, 2018 (Incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K of Daktronics, Inc. filed on November 16, 2018)
4.1	Rights Agreement dated as of November 16, 2018 between Daktronics, Inc. and Equiniti Trust Company as Rights Agent (Incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K of Daktronics, Inc. filed on November 16, 2018)
4.2	First Amendment to Rights Agreement, dated as of November 19, 2021, between Daktronics, Inc. and Equiniti Trust Company, as Rights Agent.
104	Cover page Interactive Data File (embedded within the Inline XBRL document)

FIRST AMENDMENT TO RIGHTS AGREEMENT

This First Amendment to Rights Agreement, dated as of November 19, 2021 (the "Amendment"), is by and between Daktronics, Inc., a South Dakota corporation (the "Company"), and Equiniti Trust Company (the "Rights Agent").

WITNESSETH:

WHEREAS, the Company and the Rights Agent executed and entered into that certain Rights Agreement dated as of November 16, 2018 (the "Original Rights Agreement") under which the Company's Board of Directors authorized and declared a dividend distribution of one preferred share purchase Right for each share of Common Stock of the Company that was paid on November 19, 2018 as the Record Date to holders of record of the Company's Common Stock issued and outstanding at the Close of Business on November 19, 2018 and also authorized the issuance of one Right for each share of Common Stock of the Company that became outstanding between the Record Date (whether originally issued or from the Company's treasury) and the earlier of the Distribution Date, the Redemption Date and the Final Expiration Date, each Right representing the right to purchase one one-thousandth (subject to adjustment) of one share of Preferred Stock of the Company, all upon the terms and subject to the conditions set forth in the Original Rights Agreement;

WHEREAS, Section 27 of the Original Rights Agreement provides that the Company may, and the Rights Agent shall, if the Company so directs, supplement or amend any provision of the Rights Agreement without the approval of any holders of the Rights including, without limitation, to shorten or lengthen any period under the Original Rights Agreement;

WHEREAS, the Company has determined that it is necessary or desirable, in the interests of the Company and the holders of the Rights, to amend the Original Rights Agreement as provided herein; and

WHEREAS, all acts and things necessary to make this Amendment a valid agreement according to its terms have been done and performed, and the execution and delivery of this Amendment by the Company and the Rights Agent have been in all respects authorized by the Company and the Rights Agent.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Rights Agent hereby agree as follows:

- Amendment to Section 7(a) of Original Agreement. Section 7(a) of the Original Rights Agreement is hereby amended and restated in its entirety as follows:

 - Subject to Section 7(e), the registered holder of any Rights Certificate may exercise the Rights evidenced thereby (except as otherwise provided herein including, without limitation, in the restrictions on exercisability set forth in Sections 9(c), 11(a)(iii) and 23(a)), in whole or in part, at any time after the Distribution Date upon surrender of the Rights Certificate, with the form of election to purchase and the certificate on the reverse side thereof properly completed and duly executed, to the Rights Agent at the office of the Rights Agent designated for such purpose, together with payment of the Exercise Price for each one one-thousandth of a share of Preferred Stock of the Company (or Common Stock of the Company, other securities, cash or other assets, as the case may be) as to which the Rights are exercised, at or before the earliest of (i) the Close of Business on November 19, 2024 (the "Final Expiration Date"); (ii) the time at which the Rights are redeemed pursuant to Section 23 (the "Redemption Date"); (iii) the time at which the Rights are exchanged pursuant to Section 24 (the "Exchange Date"); or (iv) the closing of any merger or other acquisition transaction involving the Company pursuant to an agreement of the type described in Section 1(i)(ii)(A)(4) and Section 13(f) at which time the Rights are terminated; (the earliest of (i), (ii) (iii) and (iv) being herein referred to as the "Expiration Date").
- Amendment to Section 7(b) of Original Agreement. Section 7(b) of the Original Rights Agreement is hereby amended and restated in its entirety as follows:

 - Each Right shall entitle the registered holder thereof to purchase one one-thousandth of a share of Preferred Stock of the Company. The Exercise Price for each one one-thousandth of a share of Preferred Stock of the Company pursuant to the exercise of a Right initially shall be \$20.00, which shall be subject to adjustment from time to time as provided in Sections 11 and 13, and payable in lawful money of the United States in accordance with paragraph (c) of this Section 7
- Capitalized Terms. Capitalized terms used but not defined in this Amendment shall have the respective meanings given to them in the Original Rights Agreement.
- Effect of Amendment. It is the intent of the Company and the Rights Agent that this Amendment constitutes an amendment of the Original Rights Agreement as contemplated by Section 27 thereof. Except as expressly provided in this Amendment, the terms of the Original Rights Agreement remain in full force and effect. Unless the context clearly provides otherwise, any reference to this "Agreement" or the "Rights Agreement" shall be deemed to be a reference to the Original Rights Agreement as amended hereby.
- Benefits of this Amendment. Nothing in this Amendment shall be construed to give to any Person other than the Company, the Rights Agent and the registered holders of the Rights Certificates (and, prior to the Distribution Date, the holders of the shares of Common Stock) any legal or equitable right, remedy or claim under this Amendment; and this Amendment shall be for the sole and exclusive benefit of the Company, the Rights Agent and the registered holders of the Rights Certificates (and, prior to the Distribution Date, the holders of the shares of Common Stock).
- Severability. If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- Governing Law. This Amendment shall be deemed to be a contract made under the laws of the State of South Dakota (other than its conflicts of law provisions) and for all purposes shall be governed by and construed in accordance with the laws of such State applicable to contracts to be made and performed entirely within such State.
- Counterparts. This Amendment may be executed in any number of counterparts, and each of such counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. A signature to this Amendment transmitted electronically shall have the same authority, effect and enforceability as an original signature.

9. Descriptive Headings. Descriptive headings of the Sections of this Amendment are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

[Signature page follows.]

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

Daktronics, Inc., as the Company

By: /s/Sheila M. Anderson
Sheila M. Anderson
Chief Financial Officer

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

Equiniti Trust Company, as the Rights Agent

By: /s/Andrea Severson
Signature

Andrea Severson
Name Printed

Its: Senior Vice President
Title Printed