

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

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**FORM 8-K**

**CURRENT REPORT**

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

Date of Report: December 14, 2009  
(Date of earliest event reported)

**STEVEN MADDEN, LTD.**

(Exact Name of Registrant as Specified in Charter)

Delaware

000-23702

13-3588231

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(State or Other Jurisdiction of Incorporation)

(Commission File Number)

(IRS Employer  
Identification No.)

52-16 Barnett Avenue, Long Island City, New York 11104

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(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (718) 446-1800

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 December 14, 2009, Steven Madden, Ltd. (the “Company”) entered into an amendment (the “Amendment”) to its existing employment agreement, dated July 15, 2005 and effective July 1, 2005 (the “Madden Employment Agreement”), with Steven Madden, the Company’s Creative and Design Chief. The Amendment, the full text of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference, amends the Madden Employment Agreement to extend the term of Mr. Madden’s employment through December 31, 2019. All other terms of the Madden Employment Agreement remain unchanged.

The foregoing description of the Amendment to the Madden Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment filed as Exhibit 10.1 to this Current Report on Form 8-K, which is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits:

**Exhibit Description**

10.1 Amendment dated December 14, 2009 to Third Amended Employment Agreement between the Company and Steven Madden

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**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: December 17, 2009

**STEVEN MADDEN, LTD.**

By: /s/ Edward R. Rosenfeld

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Name: Edward R. Rosenfeld  
Title: Chief Executive Officer

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**AMENDMENT TO THIRD AMENDED EMPLOYMENT AGREEMENT**

This Amendment dated as of December 14, 2009 (this "Amendment") to that certain Third Amended Employment Agreement by and between Steven Madden, Ltd., a Delaware corporation (the "Company"), and Steven Madden (the "Employee").

**WITNESSETH:**

**WHEREAS**, the Company and the Employee are parties to that certain Third Amended Employment Agreement executed as of July 15, 2005 and effective as of July 1, 2005 (the "Employment Agreement"), a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, the Company believes it to be in the best interests of the Company to extend the term of the Employment Agreement to further secure the services of the Employee for five years beyond the term reflected in the Employment Agreement and the Employee is agreeable to such extension;

**NOW, THEREFORE**, in consideration of the agreement of the parties contained herein and for ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

- 1. Effective as of the date of this Amendment, the Employment Agreement is amended as follows:
  - a. Section 3 of the Employment Agreement shall be deleted in its entirety and in lieu thereof the following paragraph shall be inserted:  
 "Section 3. TERM OF EMPLOYMENT. The term of Employee's employment, unless sooner terminated as provided herein, shall commence on the Effective Date of this Third Amended Employment Agreement and end on December 31, 2019 (the "Term")."
- 2. Except as modified hereby, all other terms and conditions of the Employment Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment of date first set forth above.

STEVEN MADDEN, LTD.

By: /s/ Edward R. Rosenfeld

Name: Edward R. Rosenfeld

Title: Chief Executive Officer

/s/ Steven Madden

STEVEN MADDEN