
UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): October 27, 2005 (October 25, 2005)

GENESCO INC.

(Exact Name of Registrant as Specified in Charter)

Tennessee

(State or Other
Jurisdiction of
Incorporation)

1-3083

(Commission
File Number)

62-0211340

(I.R.S. Employer
Identification No.)

**1415 Murfreesboro Road
Nashville, Tennessee**

(Address of Principal Executive Offices)

37217-2895

(Zip Code)

(615) 367-7000

(Registrant's Telephone Number, Including Area Code)

Not Applicable

(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 (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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TABLE OF CONTENTS

[Item 1.01. Entry into a Material Definitive Agreement](#)

[Item 5.02. Election of Directors; Appointment of Principal Officer](#)

[Item 7.01. Regulation FD Disclosure](#)

[Item 9.01. Financial Statements and Exhibits](#)

[SIGNATURES](#)

[EXHIBIT INDEX](#)

[EX-10.1 EMPLOYMENT AGREEMENT](#)

[EX-99.1 PRESS RELEASE](#)

[Table of Contents](#)**Item 1.01. Entry into a Material Definitive Agreement.**

Executive Compensation. On October 25, 2005, the compensation committee of the board of directors of Genesco Inc. set annual base salaries and target incentive awards under the Company's EVA Incentive Plan for the fiscal year ending February 3, 2007, for executive officers of the Company. The EVA Incentive Plan was filed as Exhibit 10(h) to the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2005. The committee also made grants of options to purchase shares of the Company's common stock at \$36.40 per share, the closing price on the New York Stock Exchange on the grant date, and of restricted stock to executive officers and others under the Company's 2005 Equity Incentive Plan. The 2005 Equity Incentive Plan was filed as Exhibit 10.1 to the Company's Current Report on Form 8-K on June 28, 2005. Certain of the restricted stock grants will vest in four equal annual installments, beginning on the first anniversary of the grant date, subject to the recipient's continued employment. Other restricted stock grants will vest entirely on the third anniversary of the grant date, subject to the recipient's continued employment. The stock options become exercisable in four equal annual installments beginning on the first anniversary of the grant date, subject to the recipient's continued employment and expire on the tenth anniversary of the grant date.

The following table sets forth annual base salaries, target incentive awards, restricted stock grants and stock option grants to executive officers included in the compensation committee's action:

<u>Name and Title of Executive Officer</u>	<u>Fiscal 2007 Base Salary</u>	<u>Fiscal 2007 Target Incentive</u>	<u>Restricted Stock Grant</u>	<u>Stock Options</u>
Hal N. Pennington Chairman, President and Chief Executive Officer	\$720,000	\$575,000	29,308 shares vesting on October 25, 2008 25,198 shares vesting in four annual installments	16,704
Robert J. Dennis Executive Vice President and Chief Operating Officer	\$500,000	\$350,000	20,353 shares vesting on October 25, 2008 12,448 shares vesting in four annual installments	8,252
Jonathan D. Caplan Senior Vice President	\$290,000	\$130,000	7,870 shares vesting on October 25, 2008 5,814 shares vesting in four annual installments	3,854
James C. Estepa Senior Vice President	\$495,000	\$300,000	20,149 shares vesting on October 25, 2008 9,920 shares vesting in four annual installments	6,576

[Table of Contents](#)

<u>Name and Title of Executive Officer</u>	<u>Fiscal 2007 Base Salary</u>	<u>Fiscal 2007 Target Incentive</u>	<u>Restricted Stock Grant</u>	<u>Stock Options</u>
James S. Gulmi Senior Vice President-Finance and Chief Financial Officer	\$350,000	\$165,000	9,498 shares vesting on October 25, 2008 7,014 shares vesting in four annual installments	4,650
John W. Clinard Vice President-Administration and Human Resources	\$235,000	\$ 85,000	6,377 shares vesting on October 25, 2008 3,569 shares vesting in four annual installments	2,366
Roger G. Sisson Vice President, Secretary and General Counsel	\$250,000	\$100,000	6,784 shares vesting on October 25, 2008 4,668 shares vesting in four annual installments	3,095
Mimi Eckel Vaughn Vice President-Strategy and Business Development	\$225,000	\$ 85,000	6,106 shares vesting on October 25, 2008 3,417 shares vesting in four annual installments	2,265

Director Restricted Stock Grants. On October 26, 2005, acting on the recommendation of the compensation committee, the board of directors authorized grants under the 2005 Equity Incentive Plan of restricted stock to occur on January 30, 2006, to certain non-management directors who elected to exchange all or a portion of their cash retainers and committee chairman's fees for fiscal 2007 for the shares. The shares are to be issued in a number equal to the total amount of cash retainer and fees forgone, divided by 75% of the average closing price of a share of the Company's common stock on the New York Stock Exchange for the last five trading days of fiscal 2006. The shares will vest through the year as the forgone retainer would have been earned. They may not be transferred by the director for three years after the grant date unless the director earlier ceases to serve on the board. The following directors elected to participate in the exchange to the extent indicated:

<u>Director</u>	<u>Percentage of Retainer and Committee Chairman's Fee Exchanged</u>
Matthew C. Diamond	50%
Ben T. Harris	100%
Kathleen Mason	50%
William A. Williamson, Jr.	75%

On October 26, 2005, the board of directors, acting on the recommendation of the compensation committee, granted 685 shares of restricted stock to each of James S. Beard and James W. Bradford, newly elected as directors of the Company, pursuant to the 2005 Equity Incentive Plan.

[Table of Contents](#)

The shares vest in three equal annual installments beginning on the first anniversary of the grant date, subject to the director's remaining on the board of directors, and may not be transferred until three years from the grant date, unless the director earlier ceases to serve on the board.

Director Retainers and Meeting Fees. On October 26, 2005, effective at the beginning of the Company's next fiscal year, the board of directors set retainers for independent directors at \$30,000 per year and meeting fees at \$1,500 for each board meeting, \$1,000 for each committee meeting attended in person and \$750 for each meeting attended by telephone. Committee chairmen other than the chairman of the audit committee are to receive an additional retainer of \$4,000 per year. The audit committee chairman will receive an additional retainer of \$11,500 per year.

Item 5.02. Election of Directors; Appointment of Principal Officer.

Election of Directors. On October 26, 2005, the board of directors of Genesco Inc. elected James S. Beard and James W. Bradford directors of the Company.

Appointment of Chief Operating Officer. On October 26, 2005, the board of directors of Genesco Inc. named Robert J. Dennis as Executive Vice President and Chief Operating Officer of the Company. Mr. Dennis, 51, joined Genesco as chief executive officer of its Hat World subsidiary on the Company's acquisition of the Hat World business in April 2004. In June 2004, Mr. Dennis was named a Senior Vice President of Genesco. He joined Hat World as chairman and chief executive officer in 2001, after serving as Executive Vice President of Asbury Automotive Group, Inc., an automotive retail and service company, from 1997 to 1999, and as an independent consultant in 1999. The Company and Mr. Dennis entered into an employment agreement dated February 5, 2004, upon the Company's acquisition of the Hat World business. The agreement provides for payment of 12 months' base salary and a prorated annual bonus if Mr. Dennis' employment is terminated by the Company without "Cause" or by Mr. Dennis for "Good Reason" prior to April 1, 2006. It also provides that, for two years after the termination of his employment with the Company, Mr. Dennis will not engage in any business in the United States or any foreign country where the Company does business in direct or indirect competition with the Hat World business, or in any business deriving more than 50% of its revenues from the sale of footwear. A copy of the agreement is filed herewith as Exhibit 10.1.

Item 7.01. Regulation FD Disclosure.

On October 27, 2005, Genesco Inc. issued a press release announcing the appointment of Robert J. Dennis to the office of Executive Vice President and Chief Operating Officer and the election of James S. Beard and James W. Bradford as directors. A copy of the press release is furnished herewith as Exhibit 99.1.

[Table of Contents](#)

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Employment Agreement, dated as of February 5, 2004, between Genesco Inc. and Robert J. Dennis
99.1	Press Release dated October 27, 2005

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.

GENESCO INC.

Date: October 27, 2005

By: /s/ Roger G. Sisson
Name: Roger G. Sisson
Title: Vice President, Secretary
and General Counsel

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Employment Agreement, dated as of February 5, 2004, between Genesco Inc. and Robert J. Dennis
99.1	Press Release dated October 27, 2005

EXHIBIT 10.1

February 5, 2004

Mr. Robert Dennis
3065 South 975 East
Zionsville, Indiana 46077

Dear Bob:

Contingent upon completion of the proposed merger of Hat World Corporation with a subsidiary of GENESCO Inc. ("GENESCO"), I am pleased to confirm the offer of employment as Chief Executive Officer of Hat World Corporation, a wholly owned subsidiary of GENESCO ("Hat World" or the "Company").

1. **BASE SALARY** - Your base salary will be at the rate of \$25,000 per month effective on the date that you assume your duties. This offer is not for a specific term and your employment will be subject to termination by you or the Company as hereinafter provided.
2. **INCENTIVE COMPENSATION** - You will be eligible to participate in GENESCO's Economic Value Added Incentive Plan (EVA) with a target award of \$150,000 for the fiscal year ending January 29, 2005. You will have the opportunity to earn unlimited multiples of your target award based upon annual EVA improvement. The amount of and conditions for earning each cash award shall be determined under the provisions of the GENESCO EVA Incentive Compensation Plan applicable to that fiscal year. GENESCO has no present intention to make any substantial change in the plan for the fiscal year ending January 29, 2005, or any subsequent fiscal year, but any change, substantial or otherwise, that may be made would apply to you and all other participants similarly situated.
3. **STOCK OPTIONS** - You will be granted stock options to purchase 40,000 shares of GENESCO's common stock under GENESCO's 1996 Stock Incentive Plan pursuant to a grant letter in substantially the form attached. The effective date of the grant will be the effective date of your employment by the Company; the exercise price will be the closing price of GENESCO's common stock on the New York Stock Exchange on the grant date.
4. **BENEFITS** - You will be entitled to participate in employee benefit plans that are currently generally available to management employees of Hat World. It is the intention of the Company to convert all existing Hat World benefits such as medical insurance, life insurance, retirement plan and 401(k) Plan (S.T.E.P.) to the existing GENESCO plans. At such time as such conversion takes effect, you will be eligible for participation in those plans and the Hat World plans will be discontinued. The Company will pay your country club fees and expenses at their current levels and pay you a \$700 per month car allowance through and including April 30, 2005.
5. **CONTRACTUAL RESTRICTIONS** - Your employment by the Company is based upon your representation that your employment and the performance of your duties on behalf of the Company will not violate or constitute a breach of any contractual restrictions binding upon you. It is not the Company's intent for you to violate any agreements with previous employers.

6. CONDITIONS OF EMPLOYMENT - All management employees are subject to certain conditions of employment. Such conditions include the execution and delivery of GENESCO's Intellectual Property Agreement and acceptance of and adherence to the terms and conditions of the Company, or its parent company's, Policy on Legal Compliance and Ethical Business Practices, as well as automatic payroll deposit authorization. A copy of the Intellectual Property Agreement is enclosed for your review and you will be receiving a copy of the Company's Policy on Legal Compliance and Ethical Business Practices in the mail. It will also be necessary for you to provide proof of employment eligibility as required under the Immigration Reform and Control Act of 1986.

7. TERMINATION AND RESIGNATION. The Company shall have the right to terminate your employment hereunder at any time and for any reason or no reason at all. Upon any termination by the Company, you will be entitled to receive from the Company payment of the amount determined pursuant to the applicable subparagraph of Paragraph 8 below. You will also have the right to terminate your employment hereunder at any time by resignation, and you will be entitled to receive from the Company prompt payment of the amount determined pursuant to the applicable subparagraph of Paragraph 8 below.

8. PAYMENTS UPON TERMINATION AND RESIGNATION.

8.1 PAYMENTS UPON TERMINATION FOR CAUSE, DEATH, DISABILITY OR VOLUNTARY RESIGNATION WITHOUT GOOD REASON. If (a) the Company at any time terminates your employment for Cause or (b) you voluntarily resign other than for Good Reason, then in each case, you will be entitled to receive only your Base Salary and any other accrued benefits due you on a pro rata basis and reimbursement of expenses to the date of termination. If you die or become disabled (being defined as your inability to perform your normal employment duties for a consecutive six (6) month period during the term of this Agreement because of either physical or mental incapacity) you will be entitled to receive only your Base Salary, your EVA award and unpaid Bonus Bank, and any other accrued benefits due you on a pro rata basis and reimbursement of expenses to the date of termination. For purposes of this Paragraph 8.1, "pro rata" shall mean the product of your annual Base Salary or any incentive bonus compensation (if applicable) that would have been payable had your employment not terminated multiplied by a fraction the denominator of which is 365 and the numerator of which is the number of days during the calendar year that have passed through the date of the termination of your employment.

8.2 PAYMENTS UPON TERMINATION WITHOUT CAUSE OR RESIGNATION. If the Company terminates your employment without Cause or you voluntarily resign for Good Reason, then you will be entitled to receive severance pay as hereafter set forth:

(a) If (i) your employment is terminated by the Company without Cause or (ii) you voluntarily resign for Good Reason, in each case during the first twelve (12) months following the effective date of this letter, you will receive severance pay equal to twenty-four (24) months at your Base Salary as set forth in paragraph 1 plus an amount equal to the EVA Award and unpaid Bonus Bank that would have been payable to you or your estate had your employment terminated due to your death, had you been actively employed as a participant under the EVA for at least 120 days during the Plan Year, had you not received severance pay and not been receiving severance pay at the end of the Plan Year and had the provision of the EVA with respect to payments due on death been the same as they were on February 4, 2004, provided that you execute and deliver to the Company a Severance Agreement and General Release of Claims, in the form to be provided by the Company. You shall also receive any other accrued benefits due you on a pro rata basis and reimbursement of expenses to the date of termination.

(b) If (i) your employment is terminated by the Company without Cause or (ii) you voluntarily resign for Good Reason, in each case after twelve (12) months from the date of this letter but less than twenty-four (24) months after such date, you will receive severance pay equal to twelve (12) months at your Base Salary plus an amount equal to the EVA Award and unpaid Bonus Bank that would have been payable to you or your estate had your employment terminated due to your death, had you been actively employed as a participant under the EVA for at least 120 days during the Plan Year, had you not received severance pay and not been receiving severance pay at the end of the Plan Year and had the provisions of the EVA with respect to payments due on death been the same as they were on February 4, 2004 upon execution and delivery of the Severance Agreement and General Release. You shall also receive any other accrued benefits due you on a pro rata basis and reimbursement of expenses to the date of termination.

(c) If (i) your employment is terminated by the Company without Cause or (ii) you voluntarily resign for Good Reason, in each case after twenty-four (24) months from the date of this letter, you will be entitled to severance benefits in accordance with the GENESCO Severance Pay Plan for Monthly-Paid Salaried Employees plus an amount equal to the EVA Award and unpaid Bonus Bank that would have been payable to you or your estate had your employment terminated due to your death, had you been actively employed as a participant under the EVA for at least 120 days during the Plan Year, had you not received severance pay and not been receiving severance pay at the end of the Plan Year and had the provisions of the EVA with respect to payments due on death been the same as they were on February 4, 2004. You shall also receive any other accrued benefits due you on a pro rata basis and reimbursement of expenses to the date of termination.

8.3 DEFINITION OF "CAUSE". Termination by the Company of your employment for "Cause" shall mean termination due to (a) the conviction of a felony or a crime involving moral turpitude or the commission of any other act or omission involving fraud with respect to the Company or any of its Subsidiaries or affiliates or any of their customers or suppliers, (b) conduct tending to bring the Company or any of its subsidiaries or affiliates into substantial public disgrace or disrepute, or (c) repeated willful failure to substantially perform any of the significant duties of the office held by you as reasonably directed by the Chief Executive Officer of GENESCO or the Board of Directors of the Company (other than a failure resulting from incapacity due to physical or mental illness).

8.4 DEFINITION OF "GOOD REASON". Termination by you of your employment for "Good Reason" shall mean any of the following:

(a) the breach by the Company of any material term hereof, which breach continues uncured for thirty (30) days after written notice to the Company identifying such breach with reasonable specificity;

(b) any material diminution, without your express written consent, of your Base Salary, EVA target award, or other material item of compensation;

(c) any material diminution, without your express written consent, of your position, duties or responsibilities as Chief Executive Officer of Hat World; or

(d) any relocation of Hat World's headquarters or executive offices or your office to a location that is more than thirty (30) miles from 8142 Woodland Drive, Indianapolis, Indiana.

8.5 EXCISE TAX GROSS-UP PAYMENT. In the event that any payment or the value of any benefit, or any portion thereof, received or to be received by you (other than any amount paid to you pursuant to this Paragraph 8.5 (collectively, "Payments") will make you liable for payment of the excise tax (the "Excise Tax") provided for under Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code"), then the Company or the acquiring or successor entity of the Company shall pay to you within ninety (90) days of the date you become subject to the Excise Tax, an additional amount (the "Excise Tax Gross-Up Payment") such that the net after-tax amount retained by you, after deduction of (X) any Excise Tax on the Payments, and (Y) any federal, state, local or foreign income, employment or other tax and Excise Tax upon any payment provided for by this Paragraph 8.5, shall be equal to the Payments, reduced by the amount of your United States federal, state or local income or employment tax liability calculated as if the Payments were not subject to the Excise Tax. Under no circumstances shall the terms of this paragraph 8.5 be construed to alter the timing, form, or any other provisions of the Payments.

9. RESTRICTIVE COVENANTS.

9.1 COVENANTS AGAINST COMPETITION. You acknowledge that (a) the business of the Company is the operation of retail stores specializing in the sale of specialty headwear and that the business of the Company and its affiliates will change from time to time as the Company and/or its affiliates expand their scope of services, expand their product lines or acquire additional affiliates (all of which are referred to collectively as the "Company Business"); and (b) that your work relating to Company Business will bring you into close contact with many confidential matters not readily available to the public.

9.2 NON-COMPETE. During the term of this Agreement and for a period of twenty-four (24) months following the termination of your employment with the Company (the "Restricted Period"), you must agree that you will not, without the express approval of the Board of Directors of the Company and the Chief Executive Officer of GENESCO, in any state in the United States or in any foreign country where the Company conducts Company Business, engage in any business directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, employee, trustee, consultant or in any other relationship or capacity, if such business is competitive with the Company Business or if such business engages in the operation of retail stores that receive, or reasonably expect to receive, not less than fifty percent (50%) of their sales revenues from the sale of footwear; provided, however, that you may own, directly or indirectly, solely as an investment, securities of any entity if you are not a controlling person with respect to such entity and (b) do not, directly or indirectly, own five percent or more of any class of the securities of such entity.

9.3 TRADE SECRETS; CONFIDENTIAL INFORMATION. You also covenant and agree that at all times during and after the Restricted Period, you shall keep secret and not disclose to others or appropriate to your own use or the use of others any trade secrets, or secret or confidential information or knowledge pertaining to Company Business or the affairs of GENESCO, the Company or their respective affiliates, including without limitation trade know-how, trade secrets, consultant contracts, customer lists, pricing policies, operational methods, marketing plans or strategies, product development techniques or plans, business acquisition plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research projects. Information shall not be deemed confidential or secret for purposes of this Agreement if it is generally known in the industry.

9.4 EMPLOYEES OF THE COMPANY OR ITS AFFILIATES. During the Restricted Period, you will not directly or indirectly hire away or solicit to hire away from GENESCO, the Company or their respective affiliates any employee of the Company or its affiliates.

9.5 RIGHTS AND REMEDIES UPON BREACH. If you should breach, or threaten to commit a breach of, any of the provisions of Paragraphs 9.1 through 9.4 (collectively, the "Restrictive Covenants"), the Company shall have the following rights and remedies, each of which shall be independent of the other and severally enforceable, and all of which shall be in addition to, and not in lieu of, any other rights and remedies available to the Company: (a) the right and remedy to have any of the Restrictive Covenants specifically enforced by any court having jurisdiction, it being hereby acknowledged and agreed by Employee that any such breach or threatened breach will cause irreparable injury to the Company and that money damages will not provide an adequate remedy to the Company; and (b) the right and remedy to require you to account for and pay over to the Company all compensation, profits, monies, accruals, increments or other benefits derived or received by you as a result of any transactions constituting a breach of any of the Restrictive Covenants, and you shall account for and pay over such benefits to the Company.

9.6 SEVERABILITY OF RESTRICTIVE COVENANTS. If it is determined by any court of competent jurisdiction that any of the Restrictive Covenants, or any part thereof, is invalid or unenforceable, the remainder of the Restrictive Covenants shall not thereby be affected and the Restrictive Covenants, or any part thereof, is unenforceable because of the duration of such provision, the geographical area covered thereby, or any other determination of unreasonableness of the provision, the court making such determination shall have the power to reduce the duration, area or scope of such provision and, in its reduced form, such provision shall then be enforceable and shall be enforced.

10. ENTIRE OFFER OF EMPLOYMENT - This letter sets forth the Company's entire offer of employment and supersedes all prior communications, both written and verbal, with respect thereto. This letter shall not be construed to limit in any way the Company's right to terminate your employment at any time with or without Cause. Your employment with the Company will be on an "at will" basis. The compensation, benefits, and perquisites provided to you pursuant to this letter shall be subject to any withholdings and deductions and other matters required by any applicable tax laws.

Please confirm your receipt and acceptance of this offer by signing and returning the enclosed copy of this letter not later than simultaneously with the signing of the Agreement and Plan of Merger among GENESCO Inc., HWC Merger Sub, Inc. and Hat World Corporation. The offer will expire if your employment is not effective by the close of business on April 30, 2004, and neither party shall have any further obligation hereunder. By accepting the terms of employment set forth in this letter, you are acknowledging, and agree that, effective on the closing date of the transaction contemplated by that Agreement and Plan of Merger, the contract of employment between you and the Company dated April 1, 2001 will be void, and of no further effect, and that you will not be entitled to receive any benefits from the Company or GENESCO under that agreement; provided, however, that your unpaid bonuses for 2003 and 2004 (partial year) shall remain due and payable.

Sincerely,

/s/ Hal N. Pennington

Enclosed: Intellectual Property Agreement
Form of Stock Option Grant Letter

ACCEPTED:

/s/ Robert J. Dennis

February 5, 2004

GENESCO INC.
STOCK OPTION

[Date TBD]

Pursuant to the terms and conditions of the Company's 1996 Stock Incentive Plan, as amended (the "Plan"), you have been granted a non-transferable stock option (the "Option") to purchase 40,000 shares of stock as outlined below:

Granted to: Robert Dennis

Grant Date: TBD [Effective Date of your employment]

Options Granted: 40,000

Option Price per Share: \$ TBD, payable in cash [closing price of GENESCO's common stock on the NYSE on the grant date]

Expiration Date: TBD [10 years from Grant Date]
(or earlier, as provided in Section 5 of the Plan)

Vesting Schedule: 4 equal annual increments on anniversary of Grant Date

By your signature below, you acknowledge that the Option is subject to all the terms and conditions of the Plan. You further acknowledge receipt of a copy of the Plan and agree to conform to all of the terms and conditions of the Option and the Plan. Finally, you acknowledge and agree that the grant of the Option is not a guarantee of continued employment and that this document does not constitute a contract of employment or alter your status as an employee at will or the terms of the offer of employment dated February 5, 2004.

Signature: _____ Date: _____
Robert Dennis

Note: The allocation between incentive and non-qualified options and the specific vesting schedule with respect to each will be determined pursuant to the terms of the Plan, based on the Option Price per Share.

EXHIBIT 99.1

FINANCIAL CONTACT: JAMES S. GULMI (615) 367-8325
MEDIA CONTACT: CLAIRE S. MCCALL (615) 367-8283

DENNIS NAMED EXECUTIVE VICE PRESIDENT AND
CHIEF OPERATING OFFICER OF GENESCO
--BEARD AND BRADFORD NAMED TO BOARD--

NASHVILLE, Tenn., Oct. 27, 2005 --- Hal N. Pennington, chairman, president and chief executive officer of Genesco Inc. (NYSE: GCO), announced the promotion of Robert J. Dennis to executive vice president and chief operating officer of Genesco Inc., effective immediately. In his new position, Dennis will have oversight responsibility for all the Company's operating divisions, including Journeys, Journeys Kidz, Underground Station, Hat World, Johnston & Murphy and licensed brands.

Dennis, who became chief executive officer of Hat World Corporation in 2001, was named a senior vice president of Genesco in June 2004 following the Company's acquisition of Hat World in April 2004.

"During his career, Bob Dennis has focused successfully on helping high potential retailers to recognize and make the most of their opportunities," said Pennington. " I am confident that his strategic skills, in combination with the proven expertise of Genesco's highly talented operational leadership team, will be valuable assets as we work to sustain and enhance the Company's forward momentum and achieve our goals for growth."

A 21-year retail veteran, Dennis' experience includes a senior position with Asbury Automotive, a \$4.5 billion retail auto group, from 1997 to 1999. From 1984 to 1997, he was a partner with McKinsey & Company, an international consulting firm, where he led the North American Retail Practice. Dennis holds a master of business administration degree, with distinction, from the Harvard Business School, with a focus on consumer marketing, and bachelor's

and master's degrees in biochemical engineering and organic chemistry, with honors, from Rensselaer Polytechnic Institute.

Genesco also announced that James S. Beard and James W. Bradford have been named directors of the Company. Beard retired as vice president of Caterpillar Inc. and president of Caterpillar Financial Services Corporation in 2005, after a 40-year career with Caterpillar. Bradford was named Dean and Ralph Owen Professor for the Practice of Management in the Owen Graduate School of Management of Vanderbilt University in 2005. He joined the Owen School faculty and administration in 2004. He was previously president and chief executive officer of United Glass Corporation from 1999 to 2001 and president and chief executive officer of AFG Industries, Inc. from 1992 to 1999.

Genesco Inc., a Nashville-based specialty retailer, sells footwear, headwear and accessories in more than 1,650 retail stores in the United States and Canada, principally under the names Journeys, Journeys Kidz, Johnston & Murphy, Underground Station, Hatworld, Lids, Hat Zone, Cap Factory, Head Quarters and Cap Connection, and on internet websites www.journeys.com , www.journeyskidz.com , www.undergroundstation.com , www.johnstonmurphy.com, www.lids.com, www.hatworld.com, and www.lidscyo.com. The Company also sells footwear at wholesale under its Johnston & Murphy brand and under the licensed Dockers brand. Additional information on Genesco and its operating divisions may be accessed at its website www.genesco.com.