GENESCO
[LOGO]

(Mark One) Form 10-Q

[X] Quarterly Report Pursuant To Section 13 or 15(d) of the Securities Exchange Act of 1934 For Quarter Ended October 31, 1994

[ ] Transition Report Pursuant To Section 13 or 15(d) of the Securities Exchange Act of 1934

Securities and Exchange Commission
Washington, D.C. 20549
Commission File No. 1-3083

GENESCO INC.
A Tennessee Corporation
I.R.S. No. 62-0211340
Genesco Park
1415 Murfreesboro Road
Nashville, Tennessee 37217-2895
Telephone 615/367-7000

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or such shorter period that the registrant was required to file such reports with the Commission) and (2) has been subject to such filing requirements for the past 90 days. Yes X No

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Common Shares Outstanding December 9, 1994 - 24,343,663

INDEX

PART I - FINANCIAL INFORMATION

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Consolidated Balance Sheet
In Thousands

	OCTOBER 31, 1994	JANUARY 31, 1994	OCTOBER 31, 1993
ASSETS			
CURRENT ASSETS			
Cash and short-term investments	$ 5,619	$ 3,625	$ 2,097
Accounts receivable	41,797	66,006	89,470
Inventories	98,721	155,120	176,218
Other current assets	4,848	5,839	9,897
Current assets of operations to be divested	72,911	-0-	-0-
Total current assets	223,896	230,590	277,682
Plant, equipment and capital leases	28,502	42,909	49,330
Goodwill and other intangibles	-0-	18,590	26,280
Other noncurrent assets	16,037	17,297	19,240
Noncurrent assets of operations to be divested	19,298	-0-	-0-
TOTAL ASSETS	$287,733	$309,386	$372,532

LIABILITIES AND SHAREHOLDERS' EQUITY			
CURRENT LIABILITIES			
Current payments on capital leases	$ 2,413	$ 2,365	$ 2,179
Accounts payable and accrued liabilities	74,354	62,723	61,186
Provision for discontinued operations	24,898	5,408	-0-
Total current liabilities	101,665	70,496	63,365
Long-term debt	110,000	90,000	114,000
Capital leases	10,750	12,888	12,855
Other long-term liabilities	35,740	36,168	25,492
Provision for discontinued operations	22,700	1,111	-0-
Contingent liabilities	-	-	-
SHAREHOLDERS' EQUITY:			
Non-redeemable preferred stock	7,942	8,064	8,131
Common shareholders' equity:			
Par value of issued shares	24,832	24,793	24,795
Additional paid-in capital	121,664	121,634	121,612
Retained earnings (deficit)	(119,739)	(23,241)	25,168
Minimum pension liability	(9,964)	(9,964)	-0-
Treasury shares, at cost	(17,857)	(17,857)	(17,857)
Foreign currency translation adjustments	-0-	(4,706)	(5,029)
Total shareholders' equity	6,878	98,723	156,820
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$287,733	$309,386	$372,532

The accompanying Notes are an integral part of these Financial Statements.

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Consolidated Earnings
In Thousands

	THREE MONTHS ENDED OCTOBER 31,		NINE MONTHS ENDED OCTOBER 31,	
	1994	1993	1994	1993
Net sales	$123,199	$123,689	$337,586	$347,968
Cost of sales	76,842	76,401	210,166	213,812
Selling and administrative expenses	43,524	46,033	123,836	130,763
Restructuring charge	22,114	-0-	22,114	-0-
Earnings (loss) from operations before other income and expenses	(19,281)	1,255	(18,530)	3,393
Other expenses (income):				
Interest expense	3,207	3,019	9,106	8,100
Other expense (income), net	262	500	(250)	378
Gain on divestiture	-0-	-0-	(4,900)	(677)
Total other expenses (income), net	3,469	3,519	3,956	7,801
Loss before income taxes, discontinued operations, extraordinary loss and cumulative effect of change in accounting principle	(22,750)	(2,264)	(22,486)	(4,408)
Income taxes	223	105	736	470
Loss before discontinued operations, extraordinary loss and cumulative effect of change in accounting principle	(22,973)	(2,369)	(23,222)	(4,878)
Discontinued operations:				
Operating income (loss)	(1,600)	(715)	(4,540)	1,508
Provision for future losses	(68,587)	-0-	(68,587)	-0-
Loss before extraordinary loss and cumulative effect of change in accounting principle	(93,160)	(3,084)	(96,349)	(3,370)
Extraordinary loss from early retirement of debt	-0-	-0-	-0-	(240)
Postretirement benefits*	-0-	-0-	-0-	(2,273)
NET LOSS	$(93,160)	$ (3,084)	$(96,349)	$ (5,883)
Earnings (loss) per common share:				
Before discontinued operations, extraordinary loss and cumulative effect of change in accounting principle	$ (.95)	$ (.10)	$ (.96)	$ (.21)
Discontinued operations	$ (2.88)	$ (.03)	$ (3.01)	$ .06
Extraordinary loss	$ .00	$ .00	$ .00	$ (.01)
Postretirement benefits*	$ .00	$ .00	$ .00	$ (.09)
Net loss	$ (3.83)	$ (.13)	$ (3.97)	$ (.25)

*Reflects the cumulative effect of changes in the method of accounting for postretirement benefits due to the implementation of Statement of Financial Accounting Standards No. 106 (see Note 1).

The accompanying Notes are an integral part of these Financial Statements.

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Consolidated Cash Flows
In Thousands

	THREE MONTHS ENDED OCTOBER 31,		NINE MONTHS ENDED OCTOBER 31,	
	1994	1993	1994	1993
OPERATIONS:				
Net loss	$(93,160)	$ (3,084)	$(96,349)	$ (5,883)
Noncash charges to earnings:				
Provision for discontinued operations	68,587	-0-	68,587	-0-
Restructuring charge	22,114	-0-	22,114	-0-
Depreciation and amortization	2,500	2,777	7,447	7,841
Provision for deferred income taxes	1,404	-0-	1,404	-0-
Gain on divestiture	-0-	-0-	(4,900)	(677)
Postretirement benefits	-0-	-0-	-0-	2,273
Provision for losses on accounts receivable	7	397	1,262	924
Loss on retirement of debt	-0-	-0-	-0-	240
Other	(198)	956	400	1,299
Net cash provided by (used in) operations before working capital and other changes	1,254	1,046	(35)	6,017
Effect on cash of changes in working capital and other assets and liabilities net of effect of business acquisitions:				
Accounts receivable	(2,844)	(2,340)	(22,889)	(18,652)
Inventories	2,447	1,053	4,054	(22,878)
Other current assets	819	(1,789)	(570)	(3,093)
Accounts payable and accrued liabilities	6,220	4,808	3,837	(5,771)
Other assets and liabilities	1,432	639	2,473	(490)
Net cash provided by (used in) operations	9,328	3,417	(13,130)	(44,867)
INVESTING ACTIVITIES:				
Capital expenditures	(1,347)	(2,446)	(4,542)	(5,846)
Business acquisition	-0-	(11,432)	-0-	(11,432)
Proceeds from disposal of plant and equipment	275	64	2,045	163
Net cash used in investing activities	(1,072)	(13,814)	(2,497)	(17,115)
FINANCING ACTIVITIES:				
Long-term borrowings	-0-	-0-	-0-	76,299
Net borrowings (repayments) under revolving credit agreement	(4,000)	12,000	20,000	17,000
Net change in short-term borrowings	(3,095)	(1,371)	(69)	-0-
Payments of long-term debt	-0-	-0-	-0-	(32,000)
Payments on capital leases	(578)	(616)	(2,089)	(1,544)
Exercise of options and warrants	23	679	29	7,873
Redemption of Mitre U.K. B shares	-0-	-0-	-0-	(5,000)
Deferred note expense	-0-	(550)	-0-	(3,109)
Dividends paid	-0-	(77)	-0-	(232)
Other	(2)	3	(250)	(25)
Net cash provided by (used in) financing activities	(7,652)	10,068	17,621	59,262
NET CASH FLOW	604	(329)	1,994	(2,720)
Cash and short-term investments at beginning of period	5,015	2,426	3,625	4,817
CASH AND SHORT-TERM INVESTMENTS AT END OF PERIOD	$ 5,619	$ 2,097	$ 5,619	$ 2,097

The accompanying Notes are an integral part of these Financial Statements.

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Consolidated Shareholders' Equity
In Thousands

	TOTAL PREFERRED STOCK	COMMON STOCK	PAID-IN CAPITAL	RETAINED EARNINGS (DEFICIT)	TREASURY STOCK	FOREIGN CURRENCY TRANSLATION ADJUSTMENTS	MINIMUM PENSION LIABILITY ADJUSTMENT	TOTAL SHARE-HOLDERS' EQUITY
Balance January 31, 1993	$ 8,305	$ 23,658	$114,706	$ 31,283	$(17,857)	$ (5,044)	$ -0-	$155,051
Exercise of options and warrants	-0-	1,132	6,743	-0-	-0-	-0-	-0-	7,875
Translation adjustments	-0-	-0-	-0-	-0-	-0-	338	-0-	338
Net loss	-0-	-0-	-0-	(54,292)	-0-	-0-	-0-	(54,292)
Preferred dividends	-0-	-0-	-0-	(232)	-0-	-0-	-0-	(232)
Minimum pension liability adjustment	-0-	-0-	-0-	-0-	-0-	-0-	(9,964)	(9,964)
Other	(241)	3	185	-0-	-0-	-0-	-0-	(53)
Balance January 31, 1994	$ 8,064	$ 24,793	$121,634	$ (23,241)	$(17,857)	$ (4,706)	$ (9,964)	$ 98,723
Exercise of options	-0-	2	4	-0-	-0-	-0-	-0-	6
Translation adjustments:								
Year-to-date adjustments	-0-	-0-	-0-	-0-	-0-	2,136	-0-	2,136
Realized in FY 1995 restructuring	-0-	-0-	-0-	-0-	-0-	2,570	-0-	2,570
Net loss	-0-	-0-	-0-	(96,349)	-0-	-0-	-0-	(96,349)
Other	(122)	37	26	(149)	-0-	-0-	-0-	(208)
BALANCE OCTOBER 31, 1994	$ 7,942	$ 24,832	$121,664	$(119,739)	$(17,857)	$ -0-	$ (9,964)	$ 6,878

The accompanying Notes are an integral part of these Financial Statements.

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Notes to Consolidated Financial Statements

NOTE 1
SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

INTERIM STATEMENTS
The consolidated financial statements contained in this report are unaudited but reflect all adjustments, consisting of only normal recurring adjustments, necessary for a fair presentation of the results for the interim periods of the fiscal year ending January 31, 1995 ("Fiscal 1995") and of the fiscal year ended January 31, 1994 ("Fiscal 1994"). The results of operations for any interim period are not necessarily indicative of results for the full year. The financial statements should be read in conjunction with the financial statements and notes thereto included in the annual report on Form 10-K.

Certain reclassifications have been made to conform prior years' data to the current presentation.

BASIS OF CONSOLIDATION
All subsidiaries are included in the consolidated financial statements. All significant intercompany transactions and accounts have been eliminated.

CASH AND SHORT-TERM INVESTMENTS
There were no short-term investments at October 31, 1994 or January 31, 1994. Short-term investments are highly-liquid debt instruments having an original maturity of three months or less.

INVENTORIES
Inventories of wholesaling and manufacturing companies are stated at the lower of cost or market, determined principally by the first-in, first-out method. Retail inventories are determined by the retail method.

PLANT, EQUIPMENT AND CAPITAL LEASES
Plant, equipment and capital leases are recorded at cost and depreciated or amortized over the estimated useful life of related assets. Depreciation and amortization expense is computed principally by the straight-line method.

GOODWILL AND OTHER INTANGIBLES
Goodwill and other intangibles consist primarily of the excess of purchase price over fair value of net assets acquired in acquisitions. Goodwill is being amortized on a straight-line basis over 40 years. The Company periodically assesses the realizability of intangible assets taking into consideration such factors as expected cash flows and operating strategies.

FOREIGN CURRENCY TRANSLATION
Assets and liabilities of foreign operations are translated at the exchange rate on the balance sheet date. Income and expenses are translated at the average exchange rates prevailing during the period. Unrealized translation adjustments are reported as a separate component of shareholders' equity.

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Notes to Consolidated Financial Statements

NOTE 1
SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

HEDGING CONTRACTS
In order to reduce exposure to foreign currency exchange rate fluctuations in connection with inventory purchase commitments, the Company enters into foreign currency forward exchange contracts. At October 31, 1994 and January 31, 1994, the Company had approximately $8.4 million and $7.1 million, respectively, of such contracts outstanding. Gains and losses arising from these contracts offset gains and losses from the underlying hedged transactions. The Company monitors the credit quality of the major national and regional financial institutions with whom it enters into such contracts.

POSTRETIREMENT BENEFITS
Substantially all full-time employees are covered by pension plans. For its defined benefit plan, the Company funds at least the minimum amount required by the Employee Retirement Income Security Act. The Company expenses the multiemployer plan contributions required to be funded under collective bargaining agreements.

The Company implemented Statement of Financial Accounting Standards (SFAS) 106, "Employers' Accounting for Postretirement Benefits Other Than Pensions" in the first quarter of Fiscal 1994. This statement requires accrual of postretirement benefits such as life insurance and health care over the period the employee provides services to the Company.

ENVIRONMENTAL COSTS
Environmental expenditures relating to current operations are expensed or capitalized as appropriate. Expenditures relating to an existing condition caused by past operations, and which do not contribute to current or future revenue generation, are expensed. Liabilities are recorded when environmental assessments and/or remedial efforts are probable and the costs can be reasonably estimated and are evaluated independently of any future claims for recovery. Generally, the timing of these accruals coincides with completion of a feasibility study or the Company's commitment to a formal plan of action.

INCOME TAXES
Income taxes are accounted for in accordance with SFAS 109, "Accounting for Income Taxes". SFAS 109, which superseded SFAS 96, was adopted in the first quarter of Fiscal 1994. SFAS 109 adoption had no effect on earnings and only resulted in reclassifications of the deferred tax assets in the balance sheet. Deferred income taxes are provided for the timing differences between reported earnings and taxable income.

NOTE 2
FISCAL 1995 RESTRUCTURING

In response to worsening trends in the Company's men's apparel business and in response to a strategic review of its footwear operations, the Company's board of directors, on November 3, 1994, approved a plan (the "1995 Restructuring") designed to focus the Company on its core footwear businesses by selling or liquidating four businesses, two of which constitute its entire men's apparel segment.

The 1995 Restructuring provides for the following:

- Liquidation of the University Brands children shoes business,
- Sale of the Mitre Sports soccer business,
- Liquidation of The Greif Companies men's tailored clothing business, and
- Sale of the GCO Apparel Corporation tailored clothing manufacturing business.

The 1995 Restructuring also includes estimated costs of consolidating certain facilities and effecting permanent work force reductions. Implementation of the 1995 Restructuring is expected to be complete within 12 months. It is anticipated that the cash proceeds to be received from implementation of the 1995 Restructuring will slightly exceed the cash costs thereof. Any excess cash will be reinvested in the Company's ongoing businesses.

The total costs to implement the 1995 Restructuring (both cash and non-cash) are expected to be $90.7 million, of which $22.1 million (the "1995 Restructuring Charge") relates to University Brands and Mitre and other costs described below and $68.6 million (the "1995 Restructuring Provision") relates to Greif and GCO Apparel, which constitute the entire men's apparel segment of the Company's business, and is therefore treated for financial reporting purposes as a provision for discontinued operations. No tax benefit is currently available with respect to either the 1995 Restructuring Charge or the 1995 Restructuring Provision.

The 1995 Restructuring Charge includes $10.7 million in asset write-downs, $2.6 million of foreign currency translation adjustments realization and $8.8 million of other costs, of which $7.2 million are expected to be incurred in the next 12 months. Other costs expected to be incurred beyond 12 months include primarily facility shutdown costs and other contract liabilities and are classified as long-term liabilities in the consolidated balance sheet.

The 1995 Restructuring Provision includes $27.5 million in asset write-downs and $41.1 million of other costs, of which approximately $19.5 million are expected to be incurred in the next 12 months. Other costs include primarily union pension liability, employee severance arrangements, facility shutdown costs and other contract liabilities. Other costs expected to be incurred beyond 12 months, of which the most significant are union pension liabilities and Greif lease costs, are classified as long-term liabilities in the consolidated balance sheet.

The 1995 Restructuring provides for the elimination of the remaining 1,300 jobs in the Company's men's apparel operations and approximately 535 jobs in footwear operations to be divested or consolidated and in staff positions to be eliminated.

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Notes to Consolidated Financial Statements

NOTE 2
FISCAL 1995 RESTRUCTURING, CONTINUED

The operating results of the men's apparel segment are shown below:

	THREE MONTHS ENDED OCTOBER 31,		NINE MONTHS ENDED OCTOBER 31,	
IN THOUSANDS	1994	1993	1994	1993
Net sales	$24,579	$30,407	$81,777	$80,571
Cost of sales and expenses	26,179	31,122	86,317	79,063
Pretax earnings (loss)	(1,600)	(715)	(4,540)	1,508
Income tax benefit	-0-	-0-	-0-	-0-
Net Earnings (Loss)	$(1,600)	$ (715)	$(4,540)	$ 1,508

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Notes to Consolidated Financial Statements

NOTE 3
BUSINESS ACQUISITION

LAMAR MANUFACTURING COMPANY
On August 12, 1993, GCO Apparel Corporation, a newly formed subsidiary of the Company, acquired all of the men's clothing manufacturing assets and assumed certain liabilities of LaMar Manufacturing Company, a manufacturer of moderately priced tailored clothing. The purchase price was approximately $11.8 million. The purchase price included $10.9 million of cash and $900,000 of deferred payments that will be completed by August 1995. In addition, the Company paid acquisition expenses of approximately $500,000. The acquisition was financed through revolving credit borrowings.

In January 1994, the Company reassessed the recoverability of the $6.9 million of goodwill associated with this acquisition and wrote-off the unamortized portion of the goodwill. On November 3, 1994, the board of directors of the Company, as part of a decision to exit the tailored clothing business, adopted a plan to sell GCO Apparel Corporation (see Note 2).

NOTE 4

ACCOUNTS RECEIVABLE

IN THOUSANDS	OCTOBER 31, 1994	JANUARY 31, 1994
Trade accounts receivable	$ 40,937	$ 67,174
Miscellaneous receivables	2,940	3,406
Total receivables	43,877	70,580
Allowance for bad debts	(1,214)	(2,065)
Other allowances	(866)	(2,509)
NET ACCOUNTS RECEIVABLE	$ 41,797	$ 66,006

NOTE 5

INVENTORIES

IN THOUSANDS	OCTOBER 31, 1994	JANUARY 31, 1994
Raw materials	$ 7,725	$ 21,305
Work in process	4,605	15,786
Finished goods	28,335	71,981
Retail merchandise	58,056	46,048
TOTAL INVENTORIES	$ 98,721	$155,120

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Notes to Consolidated Financial Statements

NOTE 6

ASSETS OF OPERATIONS TO BE DIVESTED (AT OCTOBER 31, 1994)

IN THOUSANDS	DISCONTINUED OPERATIONS	OTHER OPERATIONS	TOTALS
CURRENT ASSETS:			
Accounts receivable	$19,133	$18,587	$37,720
Inventory	16,158	18,256	34,414
Other	-0-	777	777
TOTAL CURRENT ASSETS	$35,291	$37,620	$72,911
NONCURRENT ASSETS:			
Fixed Assets:			
Plant and equipment	$ 1,878	$ 1,819	$ 3,697
Capitalized lease rights	-0-	65	65
Goodwill and other intangibles	-0-	15,536	15,536
TOTAL NONCURRENT ASSETS	$ 1,878	$17,420	$19,298

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Notes to Consolidated Financial Statements

NOTE 7

PLANT, EQUIPMENT AND CAPITAL LEASES, NET

IN THOUSANDS	OCTOBER 31, 1994	JANUARY 31, 1994
Plant and equipment:		
Land	$ 75	$ 485
Buildings and building equipment	2,514	5,830
Machinery, furniture and fixtures	30,617	45,105
Construction in progress	1,853	1,550
Improvements to leased property	37,602	43,474
Capital leases:		
Land	60	592
Buildings	2,126	11,203
Machinery, furniture and fixtures	7,759	10,324
Plant, equipment and capital leases, at cost	82,606	118,563
Accumulated depreciation and amortization:		
Plant and equipment	(48,734)	(64,642)
Capital leases	(5,370)	(11,012)
NET PLANT, EQUIPMENT AND CAPITAL LEASES	$ 28,502	$ 42,909

NOTE 8

PROVISION FOR DISCONTINUED OPERATIONS (AT OCTOBER 31, 1994)

IN THOUSANDS	CURRENT	NON-CURRENT	TOTALS
Employee related costs	$ 9,839	$16,347	$26,186
Facility shutdown costs	2,965	5,983	8,948
Other contract liabilities	8,439	-0-	8,439
Other	3,655	370	4,025
TOTALS	$24,898	$22,700	$47,598

NOTE 9
CREDIT FACILITIES

At October 31, 1994, the Company's English subsidiary, Mitre U.K., had a credit facility with a credit limit equal to the lesser of (i) 5,000,000 pounds sterling (approximately U.S. $8,183,000 at October 31, 1994) or (ii) the aggregate of 75 percent of the value of current receivables and 50 percent of the value of inventory of Mitre U.K. The facility, which was guaranteed up to 4,300,000 pounds sterling by the Company, permitted borrowings for working capital of up to 2,000,000 pounds sterling, the issuance of letters of credit of up to 3,500,000 pounds sterling and the issuance of guarantee bonds and indemnities of up to 500,000 pounds sterling. The facility expired on December 2, 1994.

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Notes to Consolidated Financial Statements

NOTE 10

LONG-TERM DEBT

IN THOUSANDS	OCTOBER 31, 1994	JANUARY 31, 1994
Borrowings under revolving credit agreement (weighted average interest rate at: October 31, 1994-7.34%; January 31, 1994-5.56%)	$ 35,000	$ 15,000
10 3/8% senior notes due February 2003	75,000	75,000
Total long-term debt	110,000	90,000
Current portion	-0-	-0-
TOTAL NONCURRENT PORTION OF LONG-TERM DEBT	$110,000	$ 90,000

REVOLVING CREDIT AGREEMENTS:
On August 2, 1993 the Company entered into a revolving credit agreement with a group of seven banks providing for loans or letters of credit of up to $100 million (subsequently amended to $65 million and subject to further reductions-see below). The agreement expires August 2, 1996. This agreement replaced the $45 million revolving credit agreement and Genesco's $25 million letter of credit agreement in effect at July 31, 1993. The repayment of the revolving credit borrowings under the $45 million credit agreement resulted in an extraordinary loss recognized in the second quarter of Fiscal 1994 of $240,000. Loan borrowings for the quarter ended October 31, 1994 under the revolving credit agreements averaged $36,901,000 at a rate of 7.06% with a maximum month end borrowing of $38,000,000. Outstanding letters of credit at October 31, 1994 were $8,791,000.

As of October 31, 1994, the revolving credit agreement was amended in regard to certain financial covenants to reflect operating results, including the restructuring charge and the provision for the discontinuation of the men's apparel segment, and the maximum commitment was reduced to $65 million. The maximum commitment will be further reduced by $15 million on the earlier of April 30, 1995 or 7 days after the first Designated Asset Sale Date, defined in the credit agreement as a date when the Company or any of its subsidiaries sells an operating division, excluding any discontinued operations, for a purchase price in excess of $15 million. Further commitment reductions occur in the event Net Cash Proceeds generated on account of any Designated Asset Sale exceed $40 million.

Under the amended revolving credit agreement, the Company may borrow at the prime rate plus .5% or LIBOR plus 2.75%. Commitment fees are 0.5% per annum on the daily unused portion. In addition, the interest and commitment fee rates will increase by .15% per month commencing on the earlier of May 1, 1995 or a Designated Asset Sale Date.

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Notes to Consolidated Financial Statements

NOTE 10
LONG-TERM DEBT, CONTINUED

The amended credit agreement requires the Company to maintain:

(i) a ratio of Consolidated Current Assets to the sum of Consolidated Current Liabilities and Consolidated Senior Funded Indebtedness of not less than 1.0 to 1.0 at the end of any quarter beginning with the quarter ending January 31, 1995;

(ii) a Consolidated Interest Coverage Ratio of a certain amount for respective periods as follows:

Quarter ending January 31, 1995	1.82 to 1.00
Two quarters ending April 30, 1995	.99 to 1.00
Three quarters ending July 31, 1995	.92 to 1.00
Four quarters ending October 31, 1995	1.24 to 1.00
Four quarters ending January 31, 1996	1.26 to 1.00
Four quarters ending April 31, 1996 and thereafter	1.34 to 1.00

(iii) Consolidated Net Worth, as defined in the credit agreement, at the end of each quarter as follows:

October 31, 1994	$15,000,000
January 31, 1995	18,260,000
April 30, 1995	15,760,000
July 31, 1995	15,452,000
October 31, 1995	19,071,000
January 31, 1996	22,264,000
April 30, 1996	20,634,000
July 31, 1996	20,357,000

(iv) the ratio of Consolidated Senior Funded Indebtedness to Total Capital of not more than 0.80 to 1.0 at the end of any quarter beginning with the quarter ending January 31, 1995.

The Company is required by the amended credit agreement to reduce the outstanding principal balance to $20,000,000 or less for 20 consecutive days during the fourth fiscal quarter of each fiscal year. The Company must also maintain a balance of zero for 20 consecutive days both during the 45 days immediately following a Designated Asset Sale Date and, unless such a reduction has been accomplished during the 45 day period following any Designated Asset Sale Date in either that quarter or the previous one, during the first fiscal quarter of each year.

The revolving credit agreement contains other covenants which restrict the payment of dividends and other payments with respect to capital stock and annual capital expenditures are limited to $20,000,000, subject to certain exceptions. The Company was in compliance with the financial covenants contained in the amended revolving credit agreement at October 31, 1994.

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Notes to Consolidated Financial Statements

NOTE 10
LONG-TERM DEBT, CONTINUED

10 3/8% SENIOR NOTES DUE 2003:
On February 1, 1993, the Company issued $75,000,000 of 10 3/8% senior notes due February 1, 2003. The Company used $54 million of the proceeds to repay all of its outstanding long-term debt resulting in an extraordinary loss recognized in the fourth quarter of Fiscal 1993 of $583,000 (net of income tax benefit of $37,000). The balance of the proceeds was used to purchase shares of Mitre U.K. and for general corporate purposes.

The fair value of the Company's 10 3/8% senior notes, based on the quoted market price on October 31, 1994, is $57,750,000.

The indenture under which the notes were issued limits the incurrence of indebtedness, the making of restricted payments, the restricting of subsidiary dividends, transactions with affiliates, liens, sales of assets and transactions involving mergers, sales or consolidations.

NOTE 11

SUPPLEMENTAL CASH FLOW INFORMATION

	NINE MONTHS ENDED OCTOBER 31,	
IN THOUSANDS	1994	1993
Cash paid (received) for:		
Interest	$10,338	$ 6,145
Income taxes	(98)	375
Noncash investing and financing activities:		
Fixed assets acquired under capital leases	$ -0-	$ 379
Business acquisition:		
Fair value of assets acquired	-0-	13,102
Liabilities assumed	-0-	(1,670)
NET CASH PAID FOR ACQUISITION	$ -0-	$11,432

NOTE 12
LEGAL PROCEEDINGS

Tennessee Environmental Proceedings
The Company is subject to several administrative orders issued by the Tennessee Department of Environment and Conservation directing the Company to implement plans designed to remedy possible ground water contamination and to manage source area material which was generated by a divested operating division and which was deposited on a site in a rural area near Nashville, Tennessee. Substantially all source material and ground water remedial actions have been implemented. The Company believes that it has fully provided for the costs to be incurred with respect to these remedial actions.

In addition to the administrative proceedings described above, the Company was named as a defendant in nine civil actions originally filed on behalf of 29 individuals who reside or own property in the vicinity of the site described above. The plaintiffs alleged that the Company is liable for creating a nuisance and a hazardous condition and for negligence based upon the alleged violation of several state and federal environmental statutes. The plaintiffs sought recovery for personal injuries and property damages totalling $17.6 million, punitive damages totalling $19.5 million and certain costs and expenses, including attorneys' fees. On November 2, 1994, the Company concluded a settlement agreement disposing of all claims in the litigation which had not been previously settled, resulting in a charge to earnings of approximately $659,000 in the third quarter. The Company had previously concluded settlement agreements with the other plaintiffs providing for payments by the Company aggregating approximately $675,000 and for the purchase of a residence at an appraised value of approximately $170,000.

New York State Environmental Proceedings
The Company is also a defendant in two separate civil actions filed by the State of New York; one against the City of Gloversville, New York, and 33 other private defendants; and the other against the City of Johnstown, New York, and 14 other private defendants. In addition, third party complaints and cross claims have been filed against numerous other entities, including the Company, in both actions. These actions arise out of the alleged disposal of certain hazardous material directly or indirectly in municipal landfills. The complaints in both cases allege the defendants, together with other contributors to the municipal landfills, are liable under a federal environmental statute and certain common law theories for the costs of investigating and performing remedial actions required to be taken with respect to the landfills and damages to the natural resources.

The environmental authorities have issued decisions selecting plans of remediation with respect to the Johnstown and Gloversville sites which have total estimated costs of $16.5 million and $28.3 million, respectively.

NOTE 12
LEGAL PROCEEDINGS, CONTINUED

The Company has filed answers to the complaints in both the Johnstown and Gloversville cases denying liability and asserting numerous defenses. The Company has established a provision in the amount of $1,000,000 to cover its estimated share of future remediation costs, including a $500,000 charge in the third quarter ended October 31, 1993. Because of uncertainties related to the ability or willingness of the other defendants, including the municipalities involved, to pay a portion of such costs, the availability of State funding to pay a portion of such costs, the insurance coverage available to the various defendants, the applicability of joint and several liability and the basis for contribution claims among the defendants, management is presently unable to predict the outcome or to estimate the extent of any additional liability the Company may incur with respect to either of the Johnstown or Gloversville actions.

Preferred Shareholder Action
On January 7, 1993, 23 former holders of the Company's series 2, 3 and 4 subordinated serial preferred stock filed a civil action against the Company and certain officers in the United States District Court for the Southern District of New York (the "U.S. District Court Action"). The plaintiffs allege that the defendants misrepresented and failed to disclose material facts to representatives of the plaintiffs in connection with exchange offers which were made by the Company to the plaintiffs and other holders of the Company's series 1, 2, 3 and 4 subordinated serial preferred stock from June 23, 1988 to August 1, 1988. The plaintiffs contend that had they been aware of the misrepresentations and omissions, they would not have agreed to exchange their shares pursuant to the exchange offers. The plaintiffs allege breach of fiduciary duty and fraudulent and negligent misrepresentations and seek damages in excess of $10 million, costs, attorneys' fees, interest and punitive damages in an unspecified amount. By order dated December 2, 1993, the U.S. District Court denied a motion for judgement on the pleadings filed on behalf of all defendants. On July 6, 1994, the court denied a motion for partial summary judgement filed on behalf of the plaintiffs. The Company and the individual defendants intend to vigorously defend the U.S. District Court Action. The Company is unable to predict if the U.S. District Court Action will have a material adverse effect on the Company's results of operations or financial condition.

NOTE 12
LEGAL PROCEEDINGS, CONTINUED

The U.S. District Court Action is based, in part, on a judicial determination on July 29, 1992 of the fair value of the Company's series 2 and 3 subordinated serial preferred stock in an appraisal action in the Chancery Court for Davidson County, Tennessee (the "Chancery Court Action"). The Chancery Court Action was commenced after certain preferred shareholders dissented from certain charter amendments approved by shareholders on February 4, 1988 and demanded the fair value of their shares. The Chancery Court determined that the fair values of a share of series 2 was $131.32 and of a share of the series 3 was $193.11 (which amounts are in excess of the mandatory redemption and liquidation values of a share of series 2 subordinated serial preferred stock and of the optional redemption and liquidation values of a share of series 3 subordinated serial preferred stock), compared with $91 a share for the series 2 and $46 a share for the series 3 previously paid by the Company as the fair value of such shares. The Chancery Court ordered the Company to pay to Jacob Landis, the only shareholder who prosecuted his dissenter's rights, the additional sum of $358,062 plus interest at 10% from July 29, 1992, attorneys' fees and costs to be determined in further proceedings. The Company appealed the Chancery Court's decision, and on September 1, 1993 the Tennessee Court of Appeals affirmed the Chancery Court's decision and remanded the case to the Chancellor for further proceedings. The Company filed a petition to the Tennessee Supreme Court to review the case, which the court denied on January 31, 1994. The Company paid the amount of the judgement plus accrued interest on February 4, 1994. In September 1994, the Company paid the dissenter's legal fees and expenses aggregating approximately $445,000.

New York Real Estate Claim
On May 13, 1993, the landlord of one of the Company's retail stores in New York City filed a civil action claiming that the Company breached the store lease and negligently allowed the premises to deteriorate. The complaint sought compensatory damages of $2.5 million and punitive damages of $5 million. On September 9, 1994, the Company settled the case for $255,000.

Canadian Tax Litigation
At various times in 1990 and 1991 (i) the Canadian Department of National Revenue, Taxation (the "Department"), the Alberta Corporate Tax Administration and the Ontario Ministry of Revenue made tax reassessments relating to the deductibility of interest expense incurred by one of the Company's Canadian subsidiaries on funds borrowed from the Company and (ii) the Department made tax reassessments relating to non-resident withholding tax with respect to the payment by that subsidiary of its loan from the Company and with respect to interest on loans by that subsidiary to the Company. These reassessments, which the Company has calculated to be approximately Canadian $18.7 million including interest (approximately U.S. $14.1 million) at January 31, 1994, were made against Agnew Group, Inc., the corporate successor to the purchaser of the Company's Canadian operations (the "Taxpayer").

NOTE 12
LEGAL PROCEEDINGS, CONTINUED

The Company entered into a settlement agreement, dated as of May 4, 1994, with the Taxpayer and the Department and paid, in full satisfaction of the Department's and the Taxpayer's claims against it, $1.3 million. The settlement became effective with Canadian government approval on August 10, 1994. The Company had previously made a provision for its liability to the Taxpayer in an amount greater than its payment under the settlement agreement, resulting in $4.9 million of additional gain on the divestiture of the Company's Canadian operations, recognized in the second quarter ended July 31, 1994.

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SIGNIFICANT DEVELOPMENTS

Fiscal 1994 Restructuring

Certain events and changes in operating strategies in the fourth quarter of the fiscal year ended January 31, 1994 ("Fiscal 1994") led to a decision to restructure certain of the Company's operations and a reassessment of the recoverability of certain assets (the "1994 Restructuring"). As a result, the Company recorded a charge of $29.4 million (the "1994 Restructuring Charge"), for which no tax benefit is currently available. This charge reflected estimated costs of closing certain manufacturing facilities, effecting permanent work force reductions and closing 58 retail stores. The 1994 Restructuring Charge included $15.8 million in asset write- downs and $13.6 million of other costs, of which, depending upon the timing and outcome of certain pending negotiations, approximately $12 million are expected to be incurred in the fiscal year ending January 31, 1995 ("Fiscal 1995"). The Company expects to complete the 1994 Restructuring by the end of Fiscal 1995. To date, the Company has closed a footwear plant and 39 retail stores, paid approximately $4.6 million of the other costs, and closed a men's apparel plant.

Fiscal 1995 Restructuring

In response to worsening trends in the Company's men's apparel business and in response to a strategic review of its footwear operations, the Company's board of directors, on November 3, 1994, approved a plan (the "1995 Restructuring") designed to focus the Company on its core footwear businesses by selling or liquidating four businesses, two of which constitute its entire men's apparel segment. The ongoing businesses, after implementation of the 1995 Restructuring, will include the manufacture or sourcing, marketing and distribution of footwear under the Johnston & Murphy, J. Murphy, Domani, Laredo, Code West, Dockers and Nautica brands, the tanning and distribution of leather by the Volunteer Leather division and the operation of Jarman, Journeys, Johnston & Murphy, J. Murphy, Boot Factory and Factory To You retail footwear stores.

The 1995 Restructuring provides for the following:

- Liquidation of the University Brands children shoes business,
- Sale of the Mitre Sports soccer business,
- Liquidation of The Greif Companies men's tailored clothing business, and
- Sale of the GCO Apparel Corporation tailored clothing manufacturing business.

The 1995 Restructuring also includes estimated costs of consolidating certain facilities and effecting permanent work force reductions. Implementation of the 1995 Restructuring is expected to be complete within 12 months. It is anticipated that the cash proceeds to be received from implementation of the 1995 Restructuring will slightly exceed the cash costs thereof. Any excess cash will be reinvested in the Company's ongoing businesses.

The total costs to implement the 1995 Restructuring (both cash and non-cash) are expected to be $90.7 million, of which $22.1 million (the "1995 Restructuring Charge") relates to University Brands and Mitre and other costs described below and $68.6 million (the "1995 Restructuring Provision") relates to Greif and GCO Apparel, which constitute the entire men's apparel segment of the Company's business, and is therefore treated for financial reporting purposes as a provision for discontinued operations. No tax benefit is currently available with respect to either the 1995 Restructuring Charge or the 1995 Restructuring Provision.

The 1995 Restructuring Charge includes $10.7 million in asset write-downs, $2.6 million of foreign currency translation adjustments realization and $8.8 million of other costs, of which $7.2 million are expected to be incurred in the next 12 months. Other costs expected to be incurred beyond 12 months include primarily facility shutdown costs and other contract liabilities and are classified as long-term liabilities in the consolidated balance sheet.

The 1995 Restructuring Provision includes $27.5 million in asset write-downs and $41.1 million of other costs, of which approximately $19.5 million are expected to be incurred in the next 12 months. Other costs include primarily union pension liability, employee severance arrangements, facility shutdown costs and other contract liabilities. Other costs expected to be incurred beyond 12 months, of which the most significant are union pension liabilities and Greif lease costs, are classified as long-term liabilities in the consolidated balance sheet.

The 1995 Restructuring provides for the elimination of the remaining 1,300 jobs in the Company's men's apparel operations and approximately 535 jobs in footwear operations to be divested or consolidated and in staff positions to be eliminated.

Revolving Credit Agreement

On January 31, 1994, the Company's revolving credit agreement was amended to adjust certain financial covenants to reflect operating results, including the 1994 Restructuring Charge. The agreement was further amended as of October 31, 1994 to reflect operating results, including the charges and provisions associated with the 1995 Restructuring, and to reduce the facility from $100 million to $65 million (subject to further reductions). See Notes 2 and 10 to the Consolidated Financial Statements.

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RESULTS OF OPERATIONS - THIRD QUARTER FISCAL 1995 VS 1994

The Company's net sales from continuing operations in the third quarter ended October 31, 1994 decreased 0.4% from the same period the previous year. Total gross margin for the quarter decreased 2.0% and declined from 38.2% to 37.6% as a percentage of net sales. Selling and administrative expenses decreased 5.5% and decreased as a percentage of net sales from 37.2% to 35.3%. The pretax loss in the quarter was $22,750,000, compared to a pretax loss of $2,264,000 in the same quarter last year. The Company reported a net loss of $93,160,000 ($3.83 per share) in the third quarter ended October 31, 1994 compared to a net loss of $3,084,000 ($.13 per share) last year. The pretax loss for the quarter ended October 31, 1994 includes the $22.1 million 1995 Restructuring Charge. The quarter's net loss includes, in addition to the 1995 Restructuring Charge, the $68.6 million 1995 Restructuring Provision. See Note 2 to the Consolidated Financial Statements.

Footwear Retail

	Three Months Ended October 31, 1994	1993	% Change
	(In Thousands)		
Net Sales	$59,698	$58,417	2.2%
Operating Income	$ 5,148	$ 1,292	298%
Operating Margin	8.6%	2.2%	

Led by an increase in comparable store sales of approximately 4%, net sales from footwear retail operations increased 2.2% in the quarter ended October 31, 1994 compared to the same period last year. The average price per pair decreased approximately 3%, while unit sales increased approximately 16%, primarily from the opening of lower-priced children's shoes leased departments during Fiscal 1995. Gross margin as a percentage of net sales increased from 49.6% to 51.5%. Operating expenses decreased 6.8%, primarily due to the operation of fewer stores as a result of the 1994 Restructuring, and lower advertising expenses, and decreased as a percentage of net sales from 46.9% to 42.8%. Operating income in the third quarter ended October 31, 1994 does not include operating losses of the 58 retail stores to be closed in the 1994 Restructuring. Operating income in the third quarter ended October 31, 1993, adjusted to exclude results of these 58 stores, was $2,270,000. Operating income of $5,148,000 in the third quarter this year was higher than last year's third quarter adjusted operating income due to improved gross margin resulting from lower markdowns and from the lower operating expenses.

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Footwear Wholesale & Manufacturing

	Three Months Ended October 31, 1994	1993	% Change
	(In Thousands)		
Net Sales	$ 63,501	$65,272	(2.7%)
Operating Income	$(18,211)	$ 2,689	
Operating Margin	(28.7%)	4.1%	

Net sales from footwear wholesale and manufacturing operations were $1.8 million (2.7%) lower in the quarter ended October 31, 1994 than in the comparable period last year, reflecting primarily lower sales (both in pairs and prices) of western boots and, to a lesser extent, tanned leather. Gross margin as a percentage of net sales decreased from 28.0% to 24.6%, primarily due to price reductions to stimulate sales. Operating expenses decreased 15.7% and decreased as a percentage of net sales from 24.2% to 21.0%, primarily because of reduced advertising expenses. Operating income for the quarter ended October 31, 1994 includes $20.6 million of the 1995 Restructuring Charge. The decline in operating income, excluding the 1995 Restructuring Charge, is due primarily to lower sales of western boots.

The net sales and operating income (loss) for the quarter ended October 31, 1994 of the University Brands and Mitre Sports businesses that will be disposed of in the 1995 Restructuring were $18,980,000 and $(1,340,000), respectively and for the quarter ended October 31, 1993 were $17,094,000 and $(946,000), respectively.

Discontinued Operations

	Three Months Ended October 31, 1994	1993	% Change
	(In Thousands)		
Net Sales	$24,579	$30,407	(19.2%)
Operating Income	$(1,600)	$ (715)	(123.8%)
Operating Margin	(6.5%)	(2.4%)	

Net sales from men's apparel operations decreased 19.2%. Net sales, excluding those of GCO Apparel Corporation ("GCO Apparel"), which began operations in August 1993, declined by 21%.

Operating income declined in the quarter ended October 31, 1994 versus the quarter ended October 31, 1993 because of declining sales and continued pressure on tailored clothing gross margin. See "Significant Developments-Fiscal 1995 Restructuring" for information regarding the discontinuation of this business segment.

Corporate and Interest Expenses

Corporate and other expenses were $6.5 million in the third quarter this year compared to $3.2 million for the same period last year, an increase of 101%. Included in the $6.5 million is a $659,000 provision for environmental litigation recorded in the third quarter this year, while in the third quarter last year, the Company recorded a $500,000 provision for environmental litigation. This year's expenses also include $2.3 million of severance costs, $1.3 million of which relate to the 1995 Restructuring. After adjusting each quarter for the above items, the current quarter's expenses are $841,000 greater than last year's comparable quarter, due principally to the costs of amending the revolving credit agreement and to increased professional services.

Interest expense increased $188,000, or 6%, in the third quarter this year compared to the same quarter of last year. Higher average interest rates this year compared to last year more than offset lower average borrowings under the revolving credit agreement .

RESULTS OF OPERATIONS - NINE MONTHS ENDED OCTOBER 31 FISCAL 1995 VS 1994

Net sales from continuing operations for the nine months ended October 31, 1994 decreased 3.0% from the comparable period last year. Total gross margin for the nine months decreased 5.0% and declined from 38.6% to 37.7% as a percentage of net sales. Selling and administrative expenses decreased 5.3% and decreased as a percentage of net sales from 37.6% to 36.7%. The pretax loss in the nine months ended October 31, 1994 was $22.5 million, compared to a pretax loss of $4.4 million last year. The Company reported a net loss of $96.3 million ($3.97 per share) in the nine months ended October 31, 1994 compared to a net loss of $5.9 million ($.25 per share) last year. The pretax loss for the nine months ended October 31, 1994 includes the $22.1 million 1995 Restructuring Charge and recognition of $4.9 million of additional gain on the sale in 1987 of the Company's Canadian operations. See Notes 2 and 12 to the Consolidated Financial Statements. This year's net loss includes, in addition to the above adjustments, the $68.6 million 1995 Restructuring Provision. Last year's net loss includes a $2.3 million ($.09 per share) loss from the cumulative effect of changes in the method of accounting for postretirement benefits due to the implementation of Statement of Financial Accounting Standards No. 106 and an extraordinary loss of $240,000 ($.01 per share) from the early retirement of debt.

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Footwear Retail

	Nine Months Ended October 31, 1994	1993	% Change
	(In Thousands)		
Net Sales	$160,469	$160,760	(0.2%)
Operating Income	$ 8,560	$ 1,728	395%
Operating Margin	5.3%	1.1%	

Despite an increase in comparable store sales of approximately 3%, net sales from footwear retail operations declined 0.2% in the nine months ended October 31, 1994 compared to the corresponding period in the previous year, principally due to the operation of 6% fewer stores as a result of the 1994 Restructuring and a $6.3 million decline in accessory sales. The average price per pair declined 1%, while unit sales were up 5% for the nine months, primarily from the operation of lower priced children's shoes leased departments this year. Gross margin as a percentage of net sales increased from 50.3% to 51.2% primarily from lower markdowns. Operating expenses decreased 5.5%, primarily due to the operation of fewer stores as a result of the 1994 Restructuring and lower advertising expenses, and decreased as a percentage of net sales from 49.0% to 46.4%. Operating income in the nine months ending October 31, 1994 does not include operating losses of the retail stores to be closed in the 1994 Restructuring. Operating income in the first nine months ended October 31, 1993, adjusted to exclude results of the 58 stores to be closed in the 1994 Restructuring, was $4,129,000. Current operating income of $8,560,000 in the first nine months this year was higher than last year's adjusted operating income due to improved margin as a percentage of net sales from lower markdowns and the lower operating expenses.

Footwear Wholesale & Manufacturing

	Nine Months Ended October 31, 1994	1993	% Change
	(In Thousands)		
Net Sales	$177,117	$187,208	(5.4%)
Operating Income	$(13,544)	$ 11,357	
Operating Margin	(7.6%)	6.1%	

Net sales from footwear wholesale and manufacturing operations were $10.1 million (5.4%) lower in the nine months ended October 31, 1994 than in the previous year's corresponding nine month period, reflecting primarily lower unit sales and selling prices of western boots and, to a lesser extent, lower sales of tanned leather.

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Gross margin as a percentage of net sales decreased from 28.5% to 25.5%, primarily due to volume-related manufacturing variances and price reductions to stimulate sales.

Operating expenses decreased 8.8% and decreased as a percentage of net sales from 22.6% to 21.8%, primarily because of reduced advertising expenses.

Included in this year's operating income is $20.6 million of the 1995 Restructuring Charge. The decline in operating income, excluding the 1995 Restructuring Charge, is due to lower western boot sales combined with price reductions taken to stimulate sales of boots and children's shoes.

Driven by record sales, western boot production in the first quarter of last year resulted in positive manufacturing variances in the Company's boot plants. A sharp decline in the sale of western boots led to a decision in the latter part of Fiscal 1994 to curtail western boot production. See "Significant Developments-Fiscal 1994 Restructuring" above. Despite the closing of a western boot plant in the first quarter of Fiscal 1995 pursuant to the 1994 Restructuring, the lower volume of boots manufactured in the first nine months of Fiscal 1995 resulted in negative manufacturing variances. The 1995 Restructuring Charge includes a provision to close another boot manufacturing plant, which is anticipated to occur in the first quarter of Fiscal 1996.

The net sales and operating income (loss) for the nine months ended October 31, 1994 of the University Brands and Mitre Sports businesses that will be disposed of in the 1995 Restructuring were $62,342,000 and $(173,000), respectively and for the nine months ended October 31, 1993 were $63,117,000 and $1,823,000, respectively.

Discontinued Operations

	Nine Months Ended October 31, 1994	1993	% Change
	(In Thousands)		
Net Sales	$81,777	$80,571	1.5%
Operating Income	$(4,540)	$ 1,508	-
Operating Margin	(5.6%)	1.9%	

Net sales from tailored clothing operations increased 1.5% in the nine months ended October 31, 1994 as compared to the same period last year. Net sales, excluding those of GCO Apparel, which began operations in August 1993, declined by 10.8%.

The reduction in operating income is attributable to lower Greif sales and lower gross margins. See "Significant Developments- Fiscal 1995 Restructuring" for information regarding the discontinuation of this business segment.

Corporate and Interest Expenses

Corporate and other expenses in the nine months ended October 31, 1994 were $13.3 million compared to $10.1 million for the same period last year, an increase of approximately 32%. Included in corporate and other expenses this year are provisions of $1.4 million for environmental litigation compared to only $500,000 of such provisions last year. This year's expenses also include $2.3 million of severance costs, $1.3 million of which relates to the 1995 Restructuring. Excluding the provisions for environmental litigation and the severance costs, corporate expenses were essentially unchanged from last year, with lower compensation expenses due to layoffs related to the 1994 Restructuring and other staff reductions that occurred after the first quarter of Fiscal 1994 being offset by higher professional fees and the costs of amending the revolving credit agreement. It is expected that compensation expense will be further reduced in Fiscal 1996 as the 1995 Restructuring is implemented.

Interest expense increased $1,006,000, or 12%, from the same period last year because of an increase in both average borrowings and average interest rates.

LIQUIDITY AND CAPITAL RESOURCES

The following table sets forth certain financial data at the dates indicated. All dollar amounts are in millions.

	October 31,	
	1994	1993
Cash and short-term investments	$ 5.6	$ 2.1
Working capital	$122.2	$214.3
Long-term debt	$110.0	$114.0
Current ratio	2.2x	4.4x

Working Capital

The Company's business is somewhat seasonal, with the Company's investment in inventory and accounts receivable reaching peaks in the spring and fall of each year. Cash flow from operations is generated principally in the fourth quarter of each fiscal year.

Cash used by operating activities was $13.1 million in the first nine months of Fiscal 1995 compared to $44.9 million in the same period last year. The $31.8 million improvement in cash flow from operating activities as compared to the first nine months of Fiscal 1994 reflects factors including lower footwear wholesale inventory (primarily in the Company's boot business), lower tailored clothing inventory as a result of anticipated lower Greif sales and reduced raw material purchases for the spring 1995 season and improved footwear inventory management, as well as differences in the timing and manner of deliveries and in payment terms from vendors, resulting in a higher level of accounts payable at October 31, 1994 than at the same date last year.

A $4.1 million decrease in inventories from January 31, 1994 levels was due primarily to lower tailored clothing inventory that more than offset normal seasonal increases. The $14.2 million decrease in continuing inventories compared with October 31, 1993 reflects lower boot inventory, improved footwear inventory controls, and lower retail inventory from the store closings included in the 1994 Restructuring.

Accounts receivable at October 31, 1994 increased $22.9 million compared to January 31, 1994, primarily from seasonal increases and extended terms given to meet competitive pressures. Accounts receivable at October 31, 1994, excluding those of operations to be divested, were $800,000 less than at October 31, 1993, due to lower footwear wholesale sales.

Cash provided (or used) due to changes in accounts payable and accrued liabilities during the nine months ended October 31, 1994 and 1993 is as follows:

	Nine Months Ended October 31,	
(In Thousands)	1994	1993
Accounts payable	$ 9,803	$ (6,188)
Accrued liabilities	(5,966)	417
	$ 3,837	$ (5,771)

The increase in accounts payable is due to differences in the timing and manner of deliveries and in payment terms negotiated with individual vendors and changes in inventory levels.

The change in accrued liabilities in the nine months ended October 31, 1994 versus the nine months ended October 31, 1993 is due primarily to accrued liabilities, including severance costs and liabilities under leases, related to the 1994 Restructuring.

Revolving credit agreement borrowings during the nine months ended October 31, 1994 increased by $20 million to finance seasonal working capital increases, to finance current operations and to fund approximately $4.6 million of costs associated with the 1994 Restructuring.

Capital Expenditures and Acquisitions

Total capital expenditures in Fiscal 1995 are expected to be approximately $7.0 million. These include expected expenditures of $3.7 million to open approximately 28 new retail stores and to complete 12 major store renovations. Capital expenditures for wholesale and manufacturing operations and other purposes are expected to total approximately $3.3 million for the year.

On August 12, 1993, GCO Apparel Corporation acquired all of the men's clothing manufacturing assets and assumed certain liabilities of LaMar. See Note 3 to the Consolidated Financial Statements. The purchase price was approximately $11.8 million, including $10.9 million of cash and $900,000 of deferred payments to be completed by August 1995. The acquisition was financed through revolving credit agreement borrowings. The divestiture of GCO Apparel's operations are included in the 1995 Restructuring Provision.

Future Capital Needs

The Company expects that cash provided by operations and by the sale of assets employed in operations to be divested pursuant to the 1995 Restructuring will be sufficient to fund all of its capital expenditures through Fiscal 1996. The substantial improvement in cash flow achieved to date and expected for the remainder of Fiscal 1995 is based upon lower working capital needs resulting from better footwear inventory management and substantial liquidation of working capital invested in the tailored clothing business. The approximately $34.1 million of costs associated with the 1994 Restructuring and the 1995 Restructuring that are expected to be incurred during the next 12 months are expected to be fully offset by cash inflows from sales of assets employed in operations to be divested pursuant to the 1995 Restructuring.

The Company believes it will be able to comply with the financial covenants contained in its revolving credit agreement, as amended as of October 31, 1994, and that the commitments under that agreement will be adequate to meet the Company's credit needs for Fiscal 1996. See Note 10 to the Consolidated Financial Statements. However, the financial covenants contained in the revolving credit agreement are restrictive and the Company is considering various alternatives in meeting its credit needs.

There were $43.8 million of loans and letters of credit outstanding under the revolving credit agreement at October 31, 1994.

The restricted payments covenant contained in the Company's revolving credit agreement prohibits the Company from declaring dividends on the Company's capital stock. The aggregate of annual dividend requirements on the Company's Subordinated Serial Preferred Stock, $2.30 Series 1, $4.75 Series 3 and $4.75 Series 4, and on its $1.50 Subordinated Cumulative Preferred Stock is $302,000. The Company is unable to predict when dividends may be reinstated.

At October 31, 1994, the Company's English subsidiary, Mitre U.K., had a credit facility with a credit limit equal to the lesser of (i) 5.0 million pounds sterling (approximately U.S. $8.2 million at October 31, 1994) or (ii) the aggregate of 75 percent of the value of current receivables and 50 percent of the value of inventory of Mitre U.K. The facility expired on December 2, 1994. Management of the Company believes that the financial commitments provided by its revolving credit agreement will be adequate to replace the commitments provided by the expired facility.

On November 7, 1994, Standard & Poor's announced that it had lowered the rating of the 10 3/8% Notes to B from B+ based on its concern that Genesco's ongoing business operations will not provide the earnings and cash flow generation reflective of a B+ senior credit rating. On June 6, 1994, Moody's announced that it had lowered its rating of the Notes to B2 from B1 and that the rating remains under review for potential further downgrade. According to Standard & Poor's, a debt instrument rated B has a greater vulnerability to default than debt rated BB, but currently has the capacity to meet interest and principal payments. According to Moody's, the assurance of interest and principal payments or of maintenance of other terms of the contract over any long period of time may be small with respect to a debt instrument rated B. Ratings are not a recommendation to purchase, hold or sell long-term debt of the Company, inasmuch as ratings do not comment as to market price or suitability for particular investors and may be subject to revision or withdrawal at any time by the assigning rating agency.

BACKLOG

On October 31, 1994 the Company's footwear wholesale operations (including leather tanning operations), which accounted for 51% of continuing operations sales in Fiscal 1994, had a backlog of orders, including unconfirmed customer purchase orders, amounting to approximately $37.6 million, compared to approximately $34.2 million on October 31, 1993. Most orders are for delivery within 90 days. Therefore, the backlog at any one time is not necessarily indicative of future sales for an extended period of time. The backlog is somewhat seasonal, reaching a peak in the spring. Footwear companies maintain in-stock programs for selected anticipated high volume styles.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

On November 2, 1994 the Company entered into a settlement agreement with members of the Hackett family, the last of 29 individual plaintiffs who brought civil actions arising out of alleged contamination of a site in Williamson County, Tennessee. The settlement resulted in a charge to earnings of approximately $659,000 in the third quarter ended October 31, 1994.

For additional information concerning these settlements, see Note 12 to the Consolidated Financial Statements which is incorporated herein by reference.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

At October 31, 1994 Genesco was in arrears with respect to dividends payable on the following classes of preferred stock:

		ARREARAGE		
CLASS OF STOCK	DATE DIVIDENDS PAID TO	BEGINNING OF QUARTER	THIS QUARTER	END OF QUARTER
$2.30 Series 1	October 31, 1993	$ 64,285	$ 21,409	$ 85,694
$4.75 Series 3	October 31, 1993	69,939	23,313	93,252
$4.75 Series 4	October 31, 1993	58,467	19,490	77,957
$1.50 Subordinated Cumulative Preferred	October 31, 1993	33,694	11,256	44,950
TOTALS		$226,385	$ 75,468	$301,853

PART II - OTHER INFORMATION, CONTINUED

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

EXHIBITS

(10)	y.	Severance Agreement dated as of October 12, 1994, between the Company and E. Douglas Grindstaff.
	z.	Severance Agreement dated as of October 12, 1994, between the Company and Thomas B. Clark.
	aa.	Form of Employment Continuation Agreement between the Company and certain executive officers.
	ab.	Nonqualified Stock Option Agreement dated as of October 12, 1994, between the Company and David M. Chamberlain.
	ac.	Third Amendment to Loan Agreement dated as of October 28, 1994, among the Company and NationsBank of North Carolina, N.A., First National Bank of Chicago and others, incorporated by reference to the Company's Current Report on Form 8-K dated November 7, 1994.
(11)		Computation of earnings per common and common share equivalent.
(27)		Financial Data Schedule

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REPORTS ON FORM 8-K

On October 13, 1994 the Company filed a Current Report on Form 8-K announcing the resignation of its President and Chief Executive Officer and its Executive Vice President-Administration and the election of a new chief executive officer.

On November 7, 1994 the Company filed a Current Report on Form 8-K announcing the adoption of a restructuring plan and an amendment to its revolving credit facility agreement with a group of seven banks.

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 thereunto duly authorized.

Genesco Inc.

/s/ Robert E. Brosky

Robert E. Brosky
Controller and Chief Accounting Officer
December 15, 1994

EXHIBIT 10(y)

SEVERANCE AGREEMENT

This SEVERANCE AGREEMENT (the "Agreement"), made and entered into this 12th day of October, 1994, by and between E. DOUGLAS GRINDSTAFF ("Grindstaff") and GENESCO INC., a Tennessee corporation ("Genesco").

WITNESSETH

WHEREAS, Genesco and Grindstaff are parties to that certain Employment Agreement dated April 22, 1992, as amended by an amendment thereto dated December 8, 1993 (as amended, the "Employment Agreement");

WHEREAS, Genesco and Grindstaff desire to terminate Grindstaff's employment with Genesco under the Employment Agreement upon the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual premises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RESIGNATION; TERMINATION OF EMPLOYMENT. Grindstaff acknowledges that as of October 12, 1994 he resigned as (i) an officer, employee and director of Genesco, (ii) an officer and director of all subsidiaries of Genesco, whether or not wholly owned by Genesco and whether owned directly or indirectly by Genesco and (iii) a member of any committees on which he may have served for Genesco or any of its subsidiaries. Grindstaff agrees not to take or attempt to take any further action on behalf of or purportedly on behalf of Genesco or any of its subsidiaries and agrees to remove all personal effects from Genesco's premises as soon as practicable. Grindstaff agrees to immediately deliver to Genesco all property of Genesco or any of its subsidiaries in his possession, including, without limitation, (a) all written materials, records and documents whether or not generated by Grindstaff, and all copies, summaries or compilations thereof, which concern the business, finances or affairs of Genesco or any of its subsidiaries and (b) any credit cards furnished to him by Genesco or any of its subsidiaries; provided, however, that Grindstaff shall be entitled to receive the furniture in his office, including the computer on his desk.

2. BENEFITS. Genesco agrees to pay to Grindstaff monthly severance payments, each in an amount equal to the monthly base salary currently provided for in the Employment Agreement ($41,666.67) and payable on the 20th day of each month (including October 20) through and including April 20, 1996. Grindstaff hereby agrees that, except as provided below, these payments shall be in lieu of all compensation, payments and benefits to which he is otherwise entitled under the terms of the Employment Agreement, any change in control agreement with Genesco or its subsidiaries, Genesco's 1994 Management Incentive Compensation Plan, Genesco's 1995 Management Incentive Plan, any long-term incentive

plan, any restricted stock plan, insurance program or plan or any other plans, agreements or arrangements with Genesco or any of its subsidiaries. Grindstaff shall continue to be entitled to any vested pension benefits to which he is now entitled. Grindstaff and his dependents shall continue to receive medical insurance benefits pursuant to the Genesco health insurance program until the earlier of Grindstaff obtaining health insurance benefits from an entity other than Genesco or April 20, 1996. Thereafter, Grindstaff may purchase health insurance benefits to the extent provided under COBRA. Grindstaff shall be entitled to continue to receive at Genesco's expense life insurance coverage (and any cash surrender build up therein) as is currently provided to him through April 20, 1996, subject to Grindstaff's insurability at rates comparable to those now paid by Genesco. Grindstaff shall be entitled to participate in reasonable out-placement assistance. Grindstaff shall be entitled to continue to receive the car allowance he now receives until April 20, 1996. Grindstaff shall be entitled to reimbursement of reasonable relocation expenses (not to exceed $10,000) if he should move from the Nashville metropolitan area within 12 months from the date hereof. Further, Grindstaff shall be entitled to the reimbursement of the real estate commission paid in connection with the sale of his residence (not to exceed $50,000) if he should move from the Nashville metropolitan area within 12 months from the date hereof. All other employment benefits (including but not limited to benefits provided for in Sections 3, 4, 7, 9, 10 and 13 of the Employment Agreement) for Grindstaff shall cease on the date hereof; provided that stock options previously granted to Grindstaff by Genesco shall continue to be governed by the terms of such stock options and all plans and agreements related thereto. Grindstaff shall forfeit immediately any unpaid amounts and benefits due pursuant to this Section 2 in the event of any material breach by him of any covenants contained in this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF GRINDSTAFF. Grindstaff has the full right, power and authority to enter into this Agreement. This Agreement has been duly and validly executed and delivered by Grindstaff and constitutes a valid and binding obligation on his part, enforceable against him in accordance with its terms. The execution, delivery and performance of this Agreement will not, with or without the giving of notice or the passage of time or both, (a) violate any judgment, injunction or order of any court, arbitrator or governmental agency applicable to Grindstaff, or (b) conflict with, result in the breach of any provision of or constitute a default under any agreement or instrument to which Grindstaff is a party or by which he may be bound.

4. REPRESENTATIONS AND WARRANTIES OF GENESCO. Genesco hereby represents and warrants that it is a corporation duly organized and validly existing in good standing under the laws of the State of Tennessee and has all requisite corporate power and authority to enter into and perform all of its obligations under this Agreement. The execution, delivery and performance of this Agreement by Genesco and all the transactions contemplated hereby have been duly authorized by all necessary corporate action on its part. This Agreement has been duly executed and delivered by Genesco and constitutes a valid and binding obligation on its part, enforceable against it in accordance with its terms. The execution, delivery and performance of this Agreement will not, with or without the giving of notice or the passage of time or both, (a) violate any judgment, injunction or order of any court, arbitrator or

governmental agency applicable to Genesco, or (b) conflict with, result in the breach of any provision of or constitute a default under any agreement or instrument to which Genesco is a party or by which it may be bound.

5. COVENANTS BY GRINDSTAFF. From and after the date hereof and for a period of six months from the date hereof, (i) Grindstaff will take no action to dissipate or negatively affect the goodwill, business, prospects or reputation of Genesco or its relationship with its employees, customers, suppliers, competitors, shareholders, lenders, prospective investors, prospective purchasers of any businesses or assets of Genesco or others, (ii) Grindstaff will for 60 days after the date hereof cooperate reasonably on a non-full-time basis with Genesco, its employees, agents and representatives to assist Genesco's business and operations and (iii) for a period of two years after the date hereof, Grindstaff will not, directly or indirectly, for whatever reason, whether on his own behalf or on behalf of anyone else: (a) solicit, employ, deal with or interfere with Genesco or any of Genesco Subsidiaries' contracts or relationships with any employee, officer or director, whether such person is employed by or associated with Genesco or a Genesco Affiliate on the date hereof or during such two year period or (b) solicit, accept, deal with or otherwise interfere with any of Genesco's or a Genesco Subsidiaries' contracts or relationships with any customer, client or supplier of Genesco or any Genesco Affiliate; provided, however, that this clause shall not be construed to constitute a covenant restricting competition by Grindstaff against the Company.

Grindstaff acknowledges that the provisions of this Section 5 are essential to the operations and business of Genesco and further acknowledges that the application or operation of the provisions of this Section 5 does not involve a substantial hardship upon his future livelihood. If any court determines that any of the provisions of this Section 5 are unenforceable in any respect, such court shall be empowered to substitute, to the extent enforceable, provisions similar to this Section 5 or other provisions so as to provide Genesco, to the fullest extent possible, the benefits and protections intended by this Section 5.

6. RELEASE. Effective immediately, Grindstaff releases and discharges Genesco, each subsidiary and affiliate of Genesco and each present and former director, officer and employee of Genesco or any subsidiary or affiliate of Genesco (collectively "Genesco Affiliates") from all manner of claims, actions, causes of action or suits, in law or in equity, which Grindstaff has or hereafter can, shall or may have against Genesco or Genesco Affiliates or any of them by reason of any matter, cause or thing whatsoever, arising out of an event or matter occurring prior to the date hereof, including any action arising from or during his employment with Genesco, resulting from his termination of such employment or related to his status as a shareholder, officer, employee or participant in any Genesco employee benefit plan, except for any claims or action Grindstaff may have that results from a breach of Genesco's obligations under this Agreement or a failure by Genesco to perform its obligations under this Agreement. From and after the date hereof, Grindstaff agrees and covenants not to sue or initiate arbitration, or threaten suit or arbitration against, or make any claim against, Genesco or any Genesco Affiliate for or alleging any of the claims,

actions, causes of action or suits as discussed above. Grindstaff acknowledges that this release includes but is not limited to all claims arising under federal, state or local laws prohibiting employment discrimination and all claims growing out of any legal restrictions on Genesco's right to terminate its employees. This release specifically encompasses all claims of employment discrimination based on race, color, religion, sex, handicap and national origin, as provided under Title VII of the Civil Rights Act of 1964, as amended, the 1991 Civil Rights Act, all claims of discrimination based on age, as provided under the Age Discrimination in Employment Act of 1967, as amended, all claims of discrimination based on handicap, as provided in the Americans with Disabilities Act, as amended, and all claims of employment discrimination under state law as provided under Tennessee Code Annotated Sections 8-50-103 and 4-21-401, et seq. Notwithstanding anything hereto to the contrary, Grindstaff shall not be deemed to have released the Company's obligation to Grindstaff, if any, under indemnification provisions of the Company's charter or bylaws, whether or not covered by insurance, or any rights Grindstaff may have under any directors' and officers' liability policy. Nothing herein shall limit Grindstaff's ability to seek contribution from directors for liabilities for claims brought by third parties who are unrelated to Grindstaff. Genesco and the Genesco Affiliates hereby release Grindstaff from all claims, actions, causes of action or suits, in law or in equity, which Genesco or the Genesco Affiliates have or hereafter can, shall or may have against Grindstaff by reason of any matter, cause of action or thing whatsoever, arising out of an event or matter occurring prior to the date hereof, including any alleged breach by Grindstaff of the Employment Agreement or based on his actions as an employee, officer or director of Genesco or a Genesco Affiliate, except for matters relating to a breach of fiduciary duty by Grindstaff of which Genesco is not now aware.

7. CONFIDENTIALITY. Other than as set forth in this Section 7, both Grindstaff and Genesco agree not to disclose the terms and provisions of this Agreement or any circumstances surrounding its execution to anyone other than Genesco's Board of Directors, Genesco's lenders and counsel or as may be required by law, regulation or court order; except that Grindstaff may disclose the circumstances surrounding the execution of this Agreement and Sections 5 and 7 hereof to a prospective employer. In addition, for a period of two years from and after the date hereof, Grindstaff agrees that he will keep confidential and not appropriate any (i) trade or business secrets of Genesco and Genesco Affiliates, (ii) information relating to Genesco and Genesco Affiliates' customers and suppliers and their business habits, (iii) personnel policies, (iv) business relations information or customer lists, (v) business or financial strategies of Genesco, (vi) financial or other performance data, (vii) pricing policies or strategies, or (viii) any other proprietary or confidential information of Genesco and Genesco Affiliates, whether or not obtained with the knowledge and permission of Genesco or any Genesco Affiliates and whether or not developed, devised or otherwise created in whole or in part by his efforts.

8. MISCELLANEOUS.

a. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of Genesco, its successors and assigns, and Grindstaff, his heirs, personal representatives, successors and assigns.

b. Survival. All representations and warranties contained in this Agreement shall survive the execution and delivery hereof.

c. Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to injunctive relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state thereof having jurisdiction, this being in addition to any other remedy to which they are entitled under this Agreement or at law or in equity. In addition, a party that is required to enforce the terms and provisions of this Agreement and is successful therein shall be reimbursed by the other party for all costs and expenses, including reasonable legal fees, that it may incur with respect to such enforcement.

d. Entire Agreement. This Agreement constitutes the entire agreement between Genesco and Grindstaff relating to the subject matter hereof and there are no terms other than those contained herein. To the extent that there is any conflict between the terms and provisions of the Employment Agreement or any other agreements related to compensation or benefits and this Agreement, the terms and provisions of this Agreement shall prevail. This Agreement may not be modified or amended except in a writing signed by the parties hereto.

e. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to principles of conflicts of law.

f. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same agreement.

g. Enforceability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions, because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever. If any provision of this Agreement shall be held or deemed to impose restrictions which are too broad, too lengthy or otherwise unreasonable, the parties hereto agree to be bound by a court's decision as to what restrictions would be reasonable and acknowledge that such court has the authority and discretion to make such a determination.

h. Acknowledgement by Grindstaff. Grindstaff hereby acknowledges that he has carefully read and fully understands all the provisions of this Agreement. He further acknowledges that this Agreement sets forth the entire agreement between himself and Genesco with respect to the subject matter of this Agreement. Finally, Grindstaff hereby acknowledges that, in considering whether to sign this Agreement, he has not relied upon any representation or statement, written or oral, not set forth in this Agreement and that he has not been threatened or coerced into signing this Agreement by any official of Genesco and that he has read, understood, and fully and voluntarily accepts the terms of this Agreement.

i. Captions. The captions herein are for purposes of identification only and shall not be considered in construing this Agreement.

GENESCO INC.

By: /s/ Harry D. Garber

Name: Harry D. Garber

Title: Chairman

/s/ E. Douglas Grindstaff

E. DOUGLAS GRINDSTAFF

EXHIBIT 10(z)

SEVERANCE
AGREEMENT

This SEVERANCE AGREEMENT (the "Agreement"), made and entered into this 12th day of October, 1994, by and between THOMAS B. CLARK ("Clark") and GENESCO INC., a Tennessee corporation ("Genesco").

WITNESSETH

WHEREAS, Genesco and Clark are parties to that certain Employment Agreement dated December 8, 1993 (the "Employment Agreement");

WHEREAS, Genesco and Clark desire to terminate Clark's employment with Genesco under the Employment Agreement upon the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual premises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RESIGNATION; TERMINATION OF EMPLOYMENT. Clark acknowledges that as of October 12, 1994 he resigned as (i) an officer of Genesco, (ii) an officer and director of all subsidiaries of Genesco, whether or not wholly owned by Genesco and whether owned directly or indirectly by Genesco and (iii) a member of any committees on which he may have served for Genesco or any of its subsidiaries. Except as specifically requested by the Chairman or President of Genesco, Clark agrees not to take or attempt to take any further action on behalf of or purportedly on behalf of Genesco or any of its subsidiaries and agrees to remove all personal effects from Genesco's premises as soon as practicable. Clark shall continue as an employee-consultant to Genesco with respect to its legal affairs until such time as he is no longer entitled to Genesco paid medical insurance benefits pursuant to Section 2 below. Clark agrees to immediately deliver to Genesco all property of Genesco or any of its subsidiaries in his possession, including, without limitation, any credit cards furnished to him by Genesco or any of its subsidiaries.

2. BENEFITS. Genesco agrees to pay to Clark (i) monthly severance payments, each in an amount of $22,000 and payable on the 20th day of each month through and including July 20, 1996 (including October 20, 1994) and (ii) $200,000 upon Clark's execution of this Agreement. Clark and his dependents shall continue to receive medical insurance benefits pursuant to the Genesco health insurance program (including the optional executive coverage) until the earlier of Clark obtaining health insurance benefits from an entity other than Genesco or July 31, 1996. Thereafter, Clark may purchase health insurance benefits to the extent provided under COBRA. In addition, Clark shall be entitled to all amounts currently vested under the Genesco Retirement Plan, the Genesco Retirement Savings Plan and the Genesco Salary Deferral Plan (the 401(k) plan) in accordance with the

terms of such plan and shall be entitled to reimbursements for appropriate expenses incurred in his capacity as an employee on or prior to the date hereof. All other employment benefits (including but not limited to benefits provided for in Sections 3, 4, 6 and 8 of the Employment Agreement) for Clark shall cease on the date hereof; provided that stock options previously granted to Clark by Genesco shall continue to be governed by the terms of such stock options and all plans and agreements related thereto. Clark hereby agrees that, except as provided in this Section 2, these payments shall be in lieu of all compensation, payments and benefits to which he is otherwise entitled under the terms of the Employment Agreement, any change in control agreement with Genesco or its subsidiaries, Genesco's 1994 Management Incentive Compensation Plan, Genesco's 1995 Management Incentive Plan, any long-term incentive plan, any restricted stock plan, insurance program or plan or any other plans, agreements or arrangements with Genesco or any of its subsidiaries. Clark shall forfeit immediately any unpaid amounts and benefits due pursuant to this Section 2 in the event of any material breach by him of any covenants contained in this Agreement.

Clark shall continue to be indemnified to the fullest extent provided by Genesco's bylaws and Genesco agrees to reimburse Clark for any travel or other out-of-pocket expenses that he may incur as a result of his being required to testify as a witness or to respond to any subpoena or other legal process in connection with any legal proceeding or governmental investigation which arises out of or relates to his serving as an officer or employee of, or as counsel to, Genesco.

3. REPRESENTATIONS AND WARRANTIES OF CLARK. Clark has the full right, power and authority to enter into this Agreement. This Agreement has been duly and validly executed and delivered by Clark and constitutes a valid and binding obligation on his part, enforceable against him in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium or other similar laws and subject to general principles of equity). The execution, delivery and performance of this Agreement will not, with or without the giving of notice or the passage of time or both, (a) violate any judgment, injunction or order of any court, arbitrator or governmental agency applicable to Clark, or (b) conflict with, result in the breach of any provision of or constitute a default under any agreement or instrument to which Clark is a party or by which he may be bound.

4. REPRESENTATIONS, WARRANTIES AND REQUIREMENTS OF GENESCO. Genesco hereby represents and warrants that it is a corporation duly organized and validly existing in good standing under the laws of the State of Tennessee and has all requisite corporate power and authority to enter into and perform all of its obligations under this Agreement. The execution, delivery and performance of this Agreement by Genesco and all the transactions contemplated hereby have been duly authorized by all necessary corporate action on its part. This Agreement has been duly executed and delivered by Genesco and constitutes a valid and binding obligation on its part, enforceable against it in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium or other similar laws and subject to general principles of equity). The execution, delivery and performance of this Agreement will not, with or without the giving of notice or the passage of time or both, (a) violate any judgment,

injunction or order of any court, arbitrator or governmental agency applicable to Genesco, or (b) conflict with, result in the breach of any provision of or constitute a default under any agreement or instrument to which Genesco is a party or by which it may be bound. Genesco will take no action that is intended to disparage or negatively affect the professional or personal character or reputation of Clark.

5. COVENANTS BY CLARK. From and after the date hereof, (i) Clark will take no action to dissipate or negatively affect the goodwill, business, prospects or reputation of Genesco or its relationship with its employees, customers, suppliers, competitors, shareholders, lenders, prospective investors, prospective purchases of any of businesses or assets of Genesco or others, (ii) Clark will not represent any party in any adversarial proceeding against or involving Genesco, (iii) Clark will for 60 days after the date hereof cooperate fully with Genesco, its employees, agents and representatives to assist Genesco's business and operations and (iv) for a period of two years after the date hereof, Clark will not, directly or indirectly, for whatever reason, whether on his own behalf or on behalf of anyone else: (a) solicit, employ, deal with or interfere with Genesco's or any of Genesco's subsidiaries' contracts or relationships with any employee, officer, director or any independent contractor whether such person is employed by or associated with Genesco or any of Genesco's subsidiaries on the date hereof or during such two year period or (b) solicit, accept, deal with or otherwise interfere with any of Genesco's or any of Genesco's subsidiaries' contracts or relationships with any independent contractor, customer, client or supplier of Genesco or any of Genesco's subsidiaries; provided that Clark may assist employees of Genesco who seek Clark's assistance without Clark's solicitation in obtaining employment with another entity if Clark is not associated with such entity and Clark may discuss employment opportunities with any officer or employee of Genesco with the prior specific approval of the Chairman or President of Genesco.

Clark acknowledges that the provisions of this Section 5 are essential to the operations and business of Genesco and further acknowledges that the application or operation of the provisions of this Section 5 does not involve a substantial hardship upon his future livelihood. If any court determines that any of the provisions of this Section 5 are unenforceable in any respect, such court shall be empowered to substitute, to the extent enforceable, provisions similar to this Section 5 or other provisions so as to provide Genesco, to the fullest extent possible, the benefits and protections intended by this Section 5.

6. RELEASE. Effective immediately, Clark releases and discharges Genesco, and each parent, subsidiary, affiliate and shareholder of Genesco, and each present, former and future director, officer and employee of Genesco or any parent, subsidiary, affiliate or shareholder of Genesco (collectively "Genesco Affiliates") from all manner of claims, actions, causes of action or suits, in law or in equity, which Clark has or hereafter can, shall or may have against Genesco or Genesco Affiliates or any of them arising from, relating to or during his employment with Genesco, resulting from his termination of such employment or related to his status as a shareholder, officer, employee or participant in any Genesco

employee benefit plan, except for (i) any claims for indemnity Clark may have against Genesco in accordance with Genesco's bylaws and (ii) any claim or action Clark may have that results from a breach of Genesco's obligations under this Agreement or a failure by Genesco to perform its obligations under this Agreement or under any plan or arrangement under which Clark is entitled to benefits or payments as described in Section 2 of this Agreement. From and after the date hereof, Clark agrees and covenants not to sue or initiate arbitration, or threaten suit or arbitration against, or make any claim against, Genesco or any Genesco Affiliate for or alleging any of the claims, actions, causes of action or suits that are released and discharged pursuant to the preceding sentence. Clark acknowledges that this release includes but is not limited to all claims arising under federal, state or local laws prohibiting employment discrimination. This release specifically encompasses all claims of employment discrimination based on race, color, religion, sex, handicap and national origin, as provided under Title VII of the Civil Rights Act of 1964, as amended, the 1991 Civil Rights Act, all claims of discrimination based on age, as provided under the Age Discrimination in Employment Act of 1967, as amended, all claims of discrimination based on handicap, as provided in the Americans with Disabilities Act, as amended, and all claims of employment discrimination under state law as provided under Tennessee Code Annotated Sections 8-50-103 and 4-21-401, et seq.

7. CONFIDENTIALITY. Other than as set forth in this Section 7, both Clark and Genesco agree not to disclose the terms and provisions of this Agreement or any circumstances surrounding its execution to anyone other than Clark's immediate family (who shall be instructed by Clark to maintain such information in confidence), Genesco's officers who need to know such information in order to perform their duties as employees of Genesco and directors of Genesco, Genesco's lenders and counsel or as may be required by law, regulation or court order. In addition, for a period of two years from and after the date hereof, Clark agrees that he will keep confidential and not appropriate any (i) trade or business secrets of Genesco and subsidiaries of Genesco, (ii) information relating to Genesco's and its subsidiaries' customers and suppliers and their business habits, (iii) personnel policies, (iv) business relations information or customer lists, (v) business or financial strategies of Genesco, (vi) financial or other performance data, (vii) pricing policies or strategies, or (viii) any other proprietary or confidential information of Genesco and Genesco's subsidiaries, whether or not obtained with the knowledge and permission of Genesco or any subsidiaries of Genesco and whether or not developed, devised or otherwise created in whole or in part by his efforts, except for those matters which have been publicly disclosed by Genesco, a subsidiary of Genesco or any other person.

8. MISCELLANEOUS.

a. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of Genesco, its successors and assigns, and Clark, his heirs, personal representatives, successors and assigns.

b. Survival. All representations and warranties contained in this Agreement shall survive the execution and delivery hereof.

c. Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to injunctive relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state thereof having jurisdiction, this being in addition to any other remedy to which they are entitled under this Agreement or at law or in equity. In addition, a party that is required to enforce the terms and provisions of this Agreement and is successful therein shall be reimbursed by the other party for all costs and expenses, including reasonable legal fees, that it may incur with respect to such enforcement.

d. Entire Agreement. This Agreement constitutes the entire agreement between Genesco and Clark relating to the subject matter hereof and there are no terms other than those contained herein and in the plans, arrangements and agreements referred to in Section 2 of this Agreement. To the extent that there is any conflict between the terms and provisions of the Employment Agreement or any other agreements related to compensation or benefits and this Agreement, the terms and provisions of this Agreement shall prevail. This Agreement may not be modified or amended except in a writing signed by the parties hereto.

e. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to principles of conflicts of law.

f. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same agreement.

g. Enforceability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions, because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever. If any provision of this Agreement shall be held or deemed to impose restrictions which are too broad, too lengthy or otherwise unreasonable, the parties hereto agree to be bound by a court's decision as to what restrictions would be reasonable and acknowledge that such court has the authority and discretion to make such a determination.

h. Acknowledgement by Clark. Clark hereby acknowledges that he has carefully read and fully understands all the provisions of this Agreement. He further acknowledges that, in considering whether to sign this Agreement, he has not relied upon any representation or statement, written or oral, not set forth in this Agreement and that he has not been threatened or coerced into signing this Agreement by any official of Genesco and that he has read, understood, and fully and voluntarily accepts the terms of this Agreement.

i. Captions. The captions herein are for purposes of identification only and shall not be considered in construing this Agreement.

GENESCO INC.

By: /s/ David M. Chamberlain

Name: David M. Chamberlain

Title: President and CEO

/s/ Thomas B. Clark

THOMAS B. CLARK

Exhibit 10(aa)

November 3, 1994

[Name of Employee]

Dear [Employee]:

As an inducement for you to continue your employment by GENESCO Inc. (the "Company"), I am pleased to confirm to you the following pursuant to authorization of the compensation committee of the board of directors on November 3, 1994:

1. If the Company terminates your employment prior to January 31, 1996 for any reason other than for Cause (as defined in paragraph 2 below), you will be entitled (i) to receive on the 20th of each month for a period of 365 days following the date of such termination (the "Severance Period") severance payments at a rate equal to your monthly base salary in effect immediately prior to the date on which a decision is made to terminate your employment (but not less than your monthly base salary as of the date of this agreement), reduced by the amount of any other compensation you may earn from other employment (including earnings from self-employment) during each month, and (ii) to continue your and your dependents' health benefits under the Company's health insurance program (including the executive optional benefit plan) to the extent of the availability mandated by COBRA. In such event, until the earlier of your obtaining health insurance benefits from an entity other than the Company or the date which is 12 months after your termination without Cause, the Company will bear the cost of such health insurance under COBRA. You will certify to the Company each month as to whether you are engaged in other employment and the amount of compensation earned therefrom, and whether you are covered by health insurance benefits provided by an entity other than the Company. This severance arrangement is in lieu of any severance pay benefits you might otherwise be entitled to receive, including any benefits provided under the Company's Severance Pay Plan for Monthly-Paid Salaried Employees.

2. The term "Cause" as used herein means (i) conviction of a felony, (ii) the incurrence of a mental or physical disability continuing for a period of 180 consecutive days which renders you unable to carry out your duties or

responsibilities as an executive employee of the Company, whether by reason of accident, illness or otherwise, (iii) failure to make all reasonable efforts to follow the express lawful directives of the Company's board of directors, its chief executive officer or any executive to whom you report, (iv) violation of the Company's policies on ethical business conduct, (v) failure faithfully to perform your duties as an employee of the Company or (vi) intentional or grossly negligent misconduct by you injurious to the interest of the Company. "Cause" shall not include mere bad business judgment or any acts or omission, not covered by Items (i) through (v) above, reasonably believed by you in good faith to have been in or not opposed to the best interest of the Company.

3. This agreement sets forth our entire agreement with respect to the matters covered herein (and supersedes our letter agreement dated ____________________, 199__.) However, this agreement does not supersede your employment agreement dated as of ____________________, 199___ (the "Employment Agreement") which has not become effective. This letter agreement and the obligation of the Company to you hereunder shall terminate in the event the Employment Agreement becomes effective upon a "change- in-control" as defined in such agreement.

4. This agreement shall not be construed to limit in any way the Company's ability to terminate your employment at any time with or without cause or otherwise to change from time-to-time your duties, the location of your primary employment or any of the other terms and conditions of your employment.

5. By entering into this agreement, you hereby covenant and agree that you will keep confidential and not appropriate any (i) trade and business secrets or other methods of the Company, (ii) information relating to the Company's customers and their business habits, (iii) personnel policies, (iv) business relations information or customer lists, (v) proprietary designs or specifications, (vi) financial or other performance data, (vii) pricing policies or strategies, (viii) any other proprietary or confidential information of the Company, whether or not obtained with the knowledge and permission of the Company or any subsidiary of the Company and whether or not developed, devised or otherwise created in whole or in part by your efforts.

6. This agreement shall be construed in accordance with the laws of the State of Tennessee applicable to contracts made and to be wholly performed within that State.

7. No provision of this agreement may be modified or waived, unless such modification or waiver is agreed to in writing and is signed by you and another executive officer of the Company.

8. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this agreement.

Please confirm that the foregoing accurately sets forth our agreement by signing and returning to me the enclosed copy of this letter.

Very truly yours,

GENESCO INC.

David M. Chamberlain
President and Chief Executive Officer

DMC:gb

CONFIRMED:

- ---

Date:

EXHIBIT 10(ab)

NONQUALIFIED STOCK OPTION AGREEMENT

This Nonqualified Stock Option Agreement is made as of the 12th day of October, 1994 between GENESCO INC., a Tennessee corporation (hereinafter called the "Company"), and David M. Chamberlain (hereinafter called the "Optionee"), pursuant to authorization by the compensation committee of the Company's board of directors (hereinafter called the "Committee").

The Company and the Optionee agree as follows:

1. GRANT OF OPTION. As of the date hereof, the Company hereby grants to the Optionee the right and option (hereinafter called the "Option") to purchase an aggregate of 100,000 shares of its authorized common stock (hereinafter called the "Stock"), subject to the terms and conditions of this agreement. The Option granted hereunder is not an incentive stock option within the meaning of section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

2. PURCHASE PRICE. The purchase price of the shares of Stock covered by the Option shall be $2.38 per share (the "Option Price") and shall be payable either in cash or by delivery of shares of Stock having a Fair Market Value (as defined below) on the date of exercise equal to the total purchase price of the shares to be purchased on such date, together with any applicable taxes required to be withheld by the Company or a Subsidiary (as defined below) or Parent (as defined below) of the Company as provided in Section 8. The Optionee shall not have any of the rights of a shareholder with respect to any of the shares of Stock subject to an Option or with respect to shares issuable upon surrender of the right to exercise an Option, unless and until he shall become the holder of record of such shares.

"Fair Market Value" means the reported closing price of the Stock on the New York Stock Exchange - Composite Transactions on the relevant date or, if no shares are traded on that date, the reported closing price on the next preceding date on which shares were traded. In the event the Stock is no longer reported on the New York Stock Exchange - Composite Transactions, Fair Market Value shall be determined by such other method as the Committee in good faith deems appropriate without regard to any restriction other than a restriction which, by its terms, will never lapse.

"Parent" means a parent corporation as defined in section 424(e) of the Code.

"Subsidiary" means a subsidiary corporation as defined in section 424(f) of the Code.

3. TERM OF OPTION. The Option shall terminate at 5:00 p.m. (Nashville, Tennessee time) on October 12, 2004.

4. EXERCISE OF OPTION. All of the shares subject to the Option may be purchased after April 12, 1995; or immediately upon a change of control (as defined below) of the Company.

The term "change in control" means a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act") as in effect on the date of this stock option agreement, provided that, without limitation, such a change in control shall be deemed to have occurred if and when (A) any "person" (as such term is defined in Sections 13(d)(3) and 14(d)(2) of the Exchange Act) is or becomes a beneficial owner, directly or indirectly, of securities of the Company representing 25% or more of the combined voting power of the Company's then outstanding securities or (B) individuals who were members of the board of directors of the Company immediately prior to a meeting of the shareholders of the Company involving a contest for the election of directors do not constitute a majority of the board of directors following such election.

5. SURRENDER OF OPTIONS. The Optionee is authorized during his employment to surrender the right to exercise the Option or any portion thereof to the extent then exercisable in exchange for the payment to the Optionee of an amount equal to the excess of the Fair Market Value of the shares of Stock to which the Option (or portion thereof) relate on the date of surrender of such right over the total Option Price of such shares, less any applicable withholding taxes required to be withheld by the Company or a Subsidiary or Parent of the Company. Such payment shall be made in shares of Stock valued at their Fair Market Value on such date (with cash in lieu of fractional shares), cash or a combination thereof, in such proportion and upon such terms and conditions and subject to such restrictions as shall be determined by the Committee. The surrender of the right to exercise the Option shall be made only if the Company (i) has filed all reports and statements required to be filed pursuant to section 13 of the Exchange Act, and only during a period beginning on the third business day following the date on which quarterly or annual summary statements of the Company's sales and earnings have been made publicly available and ending on the twelfth business day following such date or (ii) has otherwise complied with the requirements of Rule 16b-3 under the Exchange Act with respect to the Option.

6. CAPITAL ADJUSTMENTS AND CORPORATE REORGANIZATIONS. In the event of any change in the outstanding shares of Stock by reason of a Stock dividend, split or combination, a recapitalization or reclassification, or a reorganization, merger or consolidation in which the Company is the surviving corporation or other similar change affecting the Stock, the number and class of shares then subject to the Option and for which the Option may thereafter be exercised and the amounts per share of Stock payable upon exercise or surrender of such Option shall be appropriately adjusted by the Committee to reflect such change. No fractional shares shall be issued as a result of such adjustment. In the event of a dissolution of the Company or a reorganization, merger or consolidation in which the Company is not the surviving corporation, the Company by action of the Committee shall either (i) terminate outstanding and unexercised Options as of the effective

date of such dissolution, merger or consolidation by giving notice to the Optionee of its intention to do so and permitting the exercise, during a period prior to such effective date to be specified by the Committee, of all outstanding and unexercised Options or portions thereof, provided that no Option shall become exercisable hereunder either after the expiration date thereof or prior to six months from date of grant thereof, or (ii) in the case of such reorganization, merger or consolidation, arrange for an appropriate substitution of shares or other securities of the corporation with which the Company is reorganized, merged or consolidated in lieu of the shares of Stock which are subject to such outstanding and unexercised Options.

7. NON-TRANSFERABILITY. The Option may not be assigned, pledged or otherwise transferred except by will or the laws of descent and distribution and, during the Optionee's lifetime, may be exercised only by the Optionee.

8. WITHHOLDING TAXES. Upon exercise of an Option which requires the Company at the time of exercise to withhold any Federal, state or local income or other taxes by reason of the exercise of such Option, the Optionee shall tender to the Company along with payment of the total Option Price of the shares an amount in cash equal to such withholding taxes as determined by the Company or, alternatively, may make a written request to the Committee that the Company withhold from the shares to be received by the Optionee upon exercise of the Option shares of Stock having an aggregate Fair Market Value on the date of exercise at least equal to the applicable withholding taxes. The acceptance by the Committee of any such request by an Optionee shall be in the sole discretion of the Committee. If the exercise of an Option will give rise to an obligation to withhold Federal income taxes subsequent to the date of exercise, the Committee may, in its sole discretion, require the Optionee to place the shares of Stock purchased under the Option in escrow for the benefit of the Company until such time as any amount is required to be included in the gross income of the Optionee as a result of the exercise of the Option. The Committee may, in its sole discretion, at any time require that the Optionee pay the applicable withholding taxes to the Company in cash, in which case the shares of Stock shall be released from escrow to the Optionee. Alternatively, the Committee, in its sole discretion, may permit the Company to accept the shares of Stock held in escrow to satisfy the Company's withholding obligation based on the Fair Market Value of the shares on the date of the termination of the escrow arrangement. Upon application of such shares to the Company's withholding obligation, any shares of Stock held in escrow which are not, in the sole judgment of the Committee, necessary to satisfy such obligation shall be released from escrow to the Optionee.

9. GOVERNING LAW. This agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, this agreement has been duly executed by the Company and the Optionee.

GENESCO INC.

By: /s/ Harry D. Garber

Title: Chairman

OPTIONEE

/s/ David M. Chamberlain

David M. Chamberlain

EXHIBIT 11

GENESCO INC.
AND CONSOLIDATED SUBSIDIARIES
Earnings Per Common and
Common Share Equivalent

	THREE MONTHS ENDED OCTOBER 31,				NINE MONTHS ENDED OCTOBER 31,			
	1994		1993		1994		1993	
IN THOUSANDS	EARNINGS	SHARES	EARNINGS	SHARES	EARNINGS	SHARES	EARNINGS	SHARES
PRIMARY EARNINGS (LOSS) PER SHARE								
Loss before discontinued operations, and cumulative effect of change in accounting principle	$(22,973)		$(2,369)		$(23,222)		$(4,878)	
Preferred dividend requirements	$ 75		$ 77		$ 226		$ 232	
Loss before discontinued operations, extraordinary loss and cumulative effect of change in accounting principle applicable to common stock and average common shares outstanding	$(23,048)	24,337	$(2,446)	24,254	$(23,448)	24,320	$(5,110)	24,110
Employees preferred and stock options deemed to be a common stock equivalent		-0-		-0-		-0-		-0-
Totals before discontinued operations, extraordinary loss, and cumulative effect of change in accounting principle	$(23,048)	24,337	$(2,446)	24,254	$(23,448)	24,320	$(5,110)	24,110
PER SHARE	$ (.95)		$ (.10)		$ (.96)		$ (.21)	
Loss before extraordinary loss and cumulative effect of change in accounting principle	$(93,160)		$(3,084)		$(96,349)		$(3,370)	
Preferred dividend requirements	$ 75		$ 77		$ 226		$ 232	
Loss before extraordinary loss and cumulative effect of change in accounting principle applicable to common stock and average common shares outstanding	$(93,235)	24,337	$(3,161)	24,254	$(96,575)	24,320	$(3,602)	24,110
Employees preferred and stock options deemed to be a common stock equivalent		-0-		-0-		-0-		-0-
Totals before extraordinary loss and cumulative effect of change in accounting principle	$(93,235)	24,337	$(3,161)	24,254	$(96,575)	24,320	$(3,602)	24,110
PER SHARE	$ (3.83)		$ (.13)		$ (3.97)		$ (.15)	
Loss before cumulative effect of change in accounting principle	$(93,160)		$(3,084)		$(96,349)		$(3,610)	
Preferred dividend requirements	$ 75		$ 77		$ 226		$ 232	
Loss before cumulative effect of change in accounting principle applicable to common stock and average common shares outstanding	$(93,235)	24,337	$(3,161)	24,254	$(96,575)	24,320	$(3,842)	24,110
Employees preferred and stock options deemed to be a common stock equivalent		-0-		-0-		-0-		-0-
Totals before cumulative effect of change in accounting principle	$(93,235)	24,337	$(3,161)	24,254	$(96,575)	24,320	$(3,842)	24,110
PER SHARE	$ (3.83)		$ (.13)		$ (3.97)		$ (.16)	
Net loss	$(93,160)		$(3,084)		$(96,349)		$(5,883)	
Preferred dividend requirements	$ 75		$ 77		$ 226		$ 232	
Net loss applicable to common stock and average common shares outstanding	$(93,235)	24,337	$(3,161)	24,254	$(96,575)	24,320	$(6,115)	24,110
Employees preferred and stock options deemed to be a common stock equivalent		-0-		-0-		-0-		-0-
Total net loss	$(93,235)	24,337	$(3,161)	24,254	$(96,575)	24,320	$(6,115)	24,110
PER SHARE	$ (3.83)		$ (.13)		$ (3.97)		$ (.25)	

All figures in thousands except amount per share.

Exhibit 11
Continued

Genesco Inc.
and Consolidated Subsidiaries
Earnings Per Common and
Common Share Equivalent

	THREE MONTHS ENDED OCTOBER 31,				NINE MONTHS ENDED OCTOBER 31,			
	1994		1993		1994		1993	
IN THOUSANDS	EARNINGS	SHARES	EARNINGS	SHARES	EARNINGS	SHARES	EARNINGS	SHARES
FULLY DILUTED EARNINGS (LOSS) PER SHARE								
Loss before discontinued operations, extraordinary loss and cumulative effect of change in accounting principle applicable to common stock and average common shares outstanding	$(23,048)	24,337	$(2,446)	24,254	$(23,448)	24,320	$(5,110)	24,110
Senior securities the conversion of which would dilute earnings per share		-0-		-0-		-0-		-0-
Totals before discontinued operations, extraordinary loss and cumulative effect of change in accounting principle	$(23,048)	24,337	$(2,446)	24,254	$(23,448)	24,320	$(5,110)	24,110
PER SHARE	$ (.95)		$ (.10)		$ (.96)		$ (.21)	
Loss before extraordinary loss and cumulative effect of change in accounting principle applicable to common stock and average common shares outstanding	$(93,235)	24,337	$(3,161)	24,254	$(96,575)	24,320	$(3,602)	24,110
Senior securities the conversion of which would dilute earnings per share		-0-		-0-		-0-		-0-
Totals before extraordinary loss and cumulative effect of change in accounting principle	$(93,235)	24,337	$(3,161)	24,254	$(96,575)	24,320	$(3,602)	24,110
PER SHARE	$ (3.83)		$ (.13)		$ (3.97)		$ (.15)	
Loss before cumulative effect of change in acounting principle applicable to common stock and average common shares outstanding	$(93,235)	24,337	$(3,161)	24,254	$(96,575)	24,320	$(3,842)	24,110
Senior securities the conversion of which would dilute earnings per share		-0-		-0-		-0-		-0-
Totals before cumulative effect of change in accounting principle	$(93,235)	24,337	$(3,161)	24,254	$(96,575)	24,320	$(3,842)	24,110
PER SHARE	$ (3.83)		$ (.13)		$ (3.97)		$ (.16)	
Net loss applicable to common stock and average common shares outstanding	$(93,235)	24,337	$(3,161)	24,254	$(96,575)	24,320	$(6,115)	24,110
Senior securities the conversion of which would dilute earnings per share		-0-		-0-		-0-		-0-
Total net loss	$(93,235)	24,337	$(3,161)	24,254	$(96,575)	24,320	$(6,115)	24,110
PER SHARE	$ (3.83)		$ (.13)		$ (3.97)		$ (.25)	

All figures in thousands except amount per share.

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THE SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM THE COMPANY'S THIRD QUARTER FISCAL 1995 10-Q AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.

1,000

9-MOS
JAN-31-1995
OCT-31-1994
5,619
0
40,071
1,214
98,721
223,896
82,606
54,104
287,733
101,665
120,750
24,832
0
7,942
(25,896)
287,733
337,586
337,586
210,166
210,166
0
1,262
9,106
(22,486)
736
(23,222)
(73,127)
0
0
(96,349)
$(3.97)
$(3.97)