UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

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

Date of report (Date of earliest event reported): August 24, 2006 (August 24, 2006)

GENESCO INC.

(Exact Name of Registrant as Specified in Charter)

Tennessee	**1-3083**	**62-0211340**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

1415 Murfreesboro Road Nashville, Tennessee	**37217-2895**
(Address of Principal Executive Offices)	(Zip Code)

(615) 367-7000

(Registrant's Telephone Number, Including Area Code)

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On August 24, 2006, Genesco Inc. entered into an amendment (the “Third Amendment”) to the Credit Agreement dated as of April 1, 2004, as amended April 10, 2006, by and among the Company, certain subsidiaries of the Company party thereto, as guarantors, the lenders party thereto and Bank of America, N.A., as administrative agent. The Third Amendment increased revolving credit capacity to $105 million from $75 million and raised the limits on stock repurchases and payment of dividends by the Company. A copy of the Third Amendment is filed as Exhibit 10.1 to this Current Report on Form 8-K.

ITEM 2.02. RESULTS OF OPERATIONS AND FINANCIAL CONDITION.

On August 24, 2006, Genesco Inc. issued a press release announcing its fiscal second quarter earnings and other results of operations. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

ITEM 7.01. REGULATION FD DISCLOSURE.

On August 24, 2006, Genesco Inc. issued a press release announcing (i) its fiscal second quarter earnings and other results of operations, (ii) an amendment to the Credit Agreement dated as of April 1, 2004, as amended April 10, 2006, governing its revolving credit facility with nine banks, and (iii) authorization by its board of directors to use up to $30 million in cash, in addition to previous authorizations, to repurchase shares of the Company’s common stock from time to time in open market or privately negotiated transactions, depending on market conditions and other factors. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(c) Exhibits

The following exhibit is furnished herewith:

Exhibit Number	Description
10.1	Third Amendment to Credit Agreement, dated August 24, 2006, by and among Genesco Inc., certain subsidiaries of Genesco Inc. party thereto, as guarantors, the lenders party thereto and Bank of America, N.A., as administrative agent
99.1	Press Release, dated August 24, 2006, issued by Genesco Inc.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

GENESCO INC.

Date: August 24, 2006

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

EXHIBIT INDEX

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99.1	Press Release dated August 24, 2006

Exhibit 10.1

THIRD AMENDMENT TO CREDIT AGREEMENT

THIS THIRD AMENDMENT TO CREDIT AGREEMENT (this "Amendment") is entered into as of August 24, 2006 among (i) GENESCO INC., a Tennessee corporation (the "Borrower"), (ii) the subsidiaries of the Borrower identified as Guarantors on the signature pages hereto, (iii) the Lenders identified on the signature pages hereto and (iv) BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent"). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement referred to below.

RECITALS

A. A Credit Agreement dated as of April 1, 2004 (as amended by that certain First Amendment, dated as of April 12, 2005, that certain Second Amendment, dated as of April 10, 2006, and as further amended or modified from time to time, the "Credit Agreement") has been entered into by and among the Borrower, the Guarantors party thereto (the "Guarantors"), the financial institutions party thereto (the "Lenders") and the Administrative Agent.

B. The Borrower, the Guarantors, the Required Lenders and the Increase Lenders (as defined below) have agreed to an amendment and waiver of the terms of the Credit Agreement as set forth below.

AGREEMENT

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

1. Amendment to Recitals. The second recital paragraph in the Credit Agreement is hereby amended by deleting the reference to "$175,000,000" and replacing it with a reference to "$205,000,000".

2. Amendments to Section 1.01.

(a) The definition of "Aggregate Revolving Commitments" in Section 1.01 of the Credit Agreement is hereby amended in its entirety to read as follows:

"Aggregate Revolving Commitments" means the Revolving Commitments of all the Lenders. The initial amount of the Aggregate Revolving Commitments in effect on the Third Amendment Effective Date is ONE HUNDRED FIVE MILLION DOLLARS ($105,000,000).

(b) The following defined term and related definition are hereby inserted into

Section 1.01 of the Credit Agreement in appropriate alphabetical order:

"Third Amendment Effective Date" means August 24, 2006, which is the effective date of the Third Amendment to this Agreement.

3. Amendment to Section 8.06 of the Credit Agreement. Section 8.06(d) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

(d) after giving effect to the relevant Restricted Payment(s) on a Pro Forma Basis, the Borrower may (x) declare and make dividend payments in respect of its Capital Stock and/or (y) repurchase shares of its Capital Stock, if the cumulative amount of all such Restricted Payments (including any Restricted Payment proposed to be made) (A) after the Closing Date to and including the Third Amendment Effective Date would not exceed 25% of cumulative Consolidated Net Income (to the extent positive) from the Closing Date to the end of the accounting month immediately preceding the Third Amendment Effective Date, taken as a single period and (B) from and after the Third Amendment Effective Date would not exceed the sum of $50,000,000 and 25% of cumulative Consolidated Net Income (to the extent positive) from August 1, 2007 to the end of the accounting month immediately preceding the date of the action by the board of directors of the Borrower declaring or authorizing the relevant Restricted Payment(s), taken as a single period; provided, however, that, in order to comply with Regulation U issued by the FRB, any shares of the Borrower's Capital Stock that are repurchased by the Borrower will immediately upon receipt thereof be deemed authorized but unissued shares and the certificates representing such shares, if any, will be marked "canceled";

4. Amendment to Section 8.15 of the Credit Agreement. Section 8.15 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

Notwithstanding any other provisions of this Agreement to the contrary, permit any Consolidated Party to (i) permit any Person (other than the Borrower or any Wholly Owned Subsidiary of the Borrower) to own any Capital Stock of any Subsidiary of the Borrower, except (A) to qualify directors where required by applicable law or to satisfy other requirements of applicable law with respect to the ownership of Capital Stock of Foreign Subsidiaries, (B) as a result of or in connection with a dissolution, merger, consolidation or disposition of a Subsidiary not prohibited by Section 8.04 or Section 8.05, or (C) in connection with certain joint ventures of the Borrower in an amount not to exceed $2,000,000 (ii) permit any Subsidiary of the Borrower to issue or have outstanding any shares of preferred Capital Stock or (iii) permit, create, incur, assume or suffer to exist any Lien on any Capital Stock of any Subsidiary of the Borrower, except for Permitted Liens.

5. Amendment to Schedule 2.01. Schedule 2.01 set forth on Exhibit A hereto shall replace in its entirety the existing Schedule 2.01 to the Credit Agreement.

6. Increase in the Aggregate Revolving Commitments.

From and after the Third Amendment Effective Date, by execution of this Amendment, each Lender who increases its Revolving Commitment pursuant to the terms hereof, and indicated as such on Exhibit A attached hereto (each, an "Increase Lender"), hereby acknowledges and agrees that its Revolving Commitment as of the Third Amendment Effective Date is the amount set forth opposite such Lender's name on Exhibit A attached hereto.

The Borrower shall prepay any Revolving Loans outstanding on the Third Amendment Effective Date (and pay any additional amounts required pursuant to Section 3.05 of the Credit Agreement) to the extent necessary to keep the outstanding Revolving Loans ratable with any revised Pro Rata Shares arising from any nonratable increase in the Commitments pursuant to this Amendment.

7. Condition Precedent to Effectiveness. The amendments to the Credit Agreement set forth herein shall be deemed effective as of the date hereof once the following conditions precedent have been satisfied:

(a) the Administrative Agent shall have received from the Loan Parties, the Required Lenders and each Increase Lender duly executed counterparts of this Amendment; and

(b) the Administrative Agent shall have received for each Lender a Federal Reserve Form U-1 duly executed and completed by the Borrower and which indicates that none of the Credit Extensions constitute, or will constitute, "purpose credit" within the meaning of Regulation U issued by the FRB (taking into account interpretations issued by the staff of the FRB).

8. Representations and Warranties. Each Loan Party hereby represents and warrants to the Administrative Agent and the Lenders that, upon giving effect to this Amendment (a) no Default or Event of Default exists and (b) all of the representations and warranties set forth in the Loan Documents are true and correct in all material respects as of the date hereof (except for those that expressly state that they are made as of an earlier date, in which case they shall be true and correct as of such earlier date).

9. Ratification of Credit Agreement. Except as expressly modified and amended in this Amendment, all of the terms, provisions and conditions of the Loan Documents shall remain unchanged and in full force and effect. The term "this Agreement" or "Credit Agreement" and all similar references as used in each of the Loan Documents shall hereafter mean the Credit Agreement as amended by this Amendment. Except as herein specifically agreed, the Credit Agreement is hereby ratified and confirmed and shall remain in full force and effect according to its terms.

10. Authority/Enforceability. Each of the Loan Parties hereby represents and warrants as follows:

(a) It has taken all necessary action to authorize the execution, delivery and performance of this Amendment.

(b) This Amendment has been duly executed and delivered by such Person and constitutes such Person's legal, valid and binding obligation, enforceable in accordance with its terms, except as such enforceability may be subject to (i) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(c) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental authority or third party is required in connection with the execution, delivery or performance by such Person of this Amendment. The execution, delivery and performance by such Person of this Amendment does not and will not conflict with, result in a breach of or constitute a default under the articles of incorporation, bylaws or other organizational documents of any Loan Party or any of its Subsidiaries or any indenture or other material agreement or instrument to which such Person is a party or by which any of its properties may be bound or the approval of any Governmental Authority relating to such Person except as could not reasonably be expected to have a Material Adverse Effect.

11. Expenses. The Borrower agrees to pay all reasonable costs and expenses in connection with the preparation, execution and delivery of this Amendment, including without limitation the reasonable fees and expenses of Moore & Van Allen PLLC, special counsel to the Administrative Agent.

12. Counterparts/Telecopy. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of executed counterparts by telecopy shall be effective as an original.

13. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE.

14. Entirety. This Amendment and the other Loan Documents embody the entire agreement between the parties and supersede all prior agreements and understandings, if any, relating to the subject matter hereof. These Loan Documents represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no oral agreements between the parties.

15. Acknowledgment of Guarantors. The Guarantors acknowledge and consent to all of the terms and conditions of this Amendment and agree that this Amendment and any documents executed in connection herewith do not operate to reduce or discharge the Guarantors' obligations under the Credit Agreement or the other Loan Documents.

16. Affirmation of Liens. Each Loan Party affirms the liens and security interests created

and granted by it in the Loan Documents (including, but not limited to, the Security Agreement, the Mortgage Instruments and the Control Agreements) and agrees that this Amendment shall in no manner adversely affect or impair such liens and security interests.

[Signature pages to follow]

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

BORROWER:	**GENESCO INC.**
	By: /s/ James S. Gulmi
	Name: James S. Gulmi
	Title: SVP-Finance & CFO
GUARANTORS:	**GENESCO BRANDS INC.,** a Delaware corporation
	By: /s/ James S. Gulmi
	Name: James S. Gulmi
	Title: SVP-Finance & CFO
	HAT WORLD CORPORATION, a Delaware corporation
	By: /s/ James S. Gulmi
	Name: James S. Gulmi
	Title: SVP-Finance & CFO
	HAT WORLD INC., a Minnesota corporation
	By: /s/ James S. Gulmi
	Name: James S. Gulmi
	Title: SVP-Finance & CFO

ADMINISTRATIVE
AGENT:

BANK OF AMERICA, N.A., in its capacity
as Administrative Agent

By: /s/ John Pocalyko
Name: John Pocalyko
Title: Senior Vice President

LENDERS:

BANK OF AMERICA, N.A.,
as a Lender and L/C Issuer

By: /s/ John Pocalyko
Name: John Pocalyko
Title: Senior Vice President

LASALLE BANK NATIONAL ASSOCIATION

By: /s/ W. P. Fischer
Name: W. P. Fischer
Title: Senior Vice President

WELLS FARGO FOOTHILL, LLC

By: /s/ Jennifer Fong
Name: Jennifer Fong
Title: Assistant Vice President

NATIONAL CITY BANK

By: /s/ Michael J. Durbin
Name: Michael J. Durbin
Title: Senior Vice President

SUN TRUST BANK

By: /s/ J. H. Miles
Name: J. H. Miles
Title: Managing Director

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Brent Hamm
Name: Brent Hamm
Title: Officer

BRANCH BANKING & TRUST COMPANY

By: /s/ Natalie Ruggiero
Name: Natalie Ruggiero
Title: Assistant Vice President

FIFTH THIRD BANK

By: /s/ John K. Perez
Name: John K. Perez
Title: Vice President

PNC BANK NATIONAL ASSOCIATION

By: /s/ Chester A. Misbach, Jr.
Name: Chester A, Misbach, Jr.
Title: Senior Vice President

Exhibit 99.1

Financial Contact: ***James S. Gulmi (615) 367-8325***
Media Contact: ***Claire S. McCall (615) 367-8283***

GENESCO REPORTS SECOND QUARTER FISCAL 2007 RESULTS
—**Company Reports Second Quarter Diluted EPS of $0.24**—
—**Revises Guidance for the Balance of Fiscal 2007**—
—**Announces Additional Share Repurchase Authorization**—

NASHVILLE, Tenn., Aug. 24, 2006 — Genesco Inc. (NYSE: GCO) today reported earnings of $5.9 million, or $0.24 per diluted share, for the second quarter ended July 29, 2006. Earnings were $6.8 million, or $0.27 per diluted share, for the second quarter ended July 30, 2005. Earnings for the second quarter of this year included SFAS 123(R) share-based compensation and restricted stock expense of $1.7 million before taxes, or $0.04 per diluted share. Net sales for the second quarter of fiscal 2007 increased 11% to $304 million compared to $275 million for the second quarter of fiscal 2006.

Genesco Chairman, President and Chief Executive Officer Hal N. Pennington, said, “Strong performances in Journeys and our wholesale businesses helped to offset weakness in the urban market, reflecting an advantage of our diversified operating model. We also continued to execute our store growth plans during the quarter, opening a total of 47 stores, compared with 40 during the second quarter last year, and increasing square footage by 15% compared to a year ago.

“Net sales in the Journeys Group increased 15% to approximately $137 million in the second quarter. Same store sales increased 5% and footwear unit comps rose 8%. Athletic footwear, led by board sport shoes, sandals and women’s casuals once again performed well, and we expect these trends to continue through the back to school season. We are excited about Journeys’ prospects for the second half of the year, and we believe its product offerings provide an important point of differentiation to its customer. We remain on plan to open a total of 60 Journeys stores in fiscal 2007.

“Journeys Kidz posted another strong quarter, with total sales up 51% and same store sales up 12% against a 14% comparison last year. We remain on track to open a total of 25 Kidz stores in fiscal 2007 and continue to believe that we can eventually grow this chain to at least 250 stores across the country. Our newest concept, Shi by Journeys, is also performing well. We opened three Shi by Journeys stores during the quarter and now have six stores in operation. Based on the concept's early success, we now expect to accelerate our Shi by Journeys store opening plans for the balance of fiscal 2007.

"Net sales at Hat World increased 14% to approximately $79 million and same store sales were flat compared to the same period a year ago. We continued to experience strength in core and fashion-oriented Major League Baseball products, as well as branded action and performance headwear, but this was somewhat offset by softer sales in NCAA and other branded categories like beer and trucker hats. Challenges in the urban market affected the more street fashion-influenced stores while non-urban stores in the group posted a comparable store increase for the quarter. Even with the flat same store sales overall, Hat World generated an 11% operating margin for the quarter, lending support to our strategy of growing Hat World's highly profitable sales by opening stores. To that end, we now expect to open approximately 100 stores during fiscal 2007, compared to our earlier plan to open 85 to 90 stores. We believe that a solid merchandise position, a promising NFL season, a number of big market MLB teams in the pennant race and an expanded private label and embroidery program all bode well for Hat World in the second half.

"Net sales for the Underground Station Group, which includes the Jarman stores, were $31 million. Same store sales fell 6% in the second quarter. Same store sales in the Underground Station stores declined 5%, primarily due to weak demand in its men's athletic business and overall softness in the urban market. Underground Station continued to generate gains in women's footwear, as well as apparel, accessories and children's shoes. We expect that Underground Station's business will remain challenging in the near-term; however, we believe that its growing emphasis on women's and non-footwear categories will improve the chain's competitive position in the future.

"Johnston & Murphy's net sales increased 2% to $42 million, wholesale sales increased 4% and same store sales for the shops fell 2%. Johnston & Murphy wholesale shipped less off-priced product than in the second quarter last year, which made for a more difficult sales comparison, but benefited margins for the quarter. Feedback on Johnston & Murphy's product line at the recent

WSA trade show was very positive. We remain focused on executing our strategic plan and leveraging Johnston & Murphy's powerful brand equity.

"Second quarter sales of Licensed Brands rose 16% to $16 million and operating income was up 31% to 8% of sales. Dockers Footwear continues to benefit from a growing demand for moderate, dress and dress casual footwear in general and the brand's growing status in that market."

Genesco said that it is revising its fiscal 2007 guidance for the year ending February 3, 2007, to take a more conservative outlook based on the continued challenging trends in the urban markets. The Company now expects sales of approximately $1.45 billion and diluted earnings per share of $2.50 to $2.54 for the year. The earnings per share estimate includes expected SFAS 123(R) share-based compensation and restricted stock expense totaling approximately $0.17 per share.

Genesco also announced that its board of directors has authorized the use of up to an additional $30 million in cash to repurchase shares of the Company's common stock from time to time in open market or privately negotiated transactions, depending on market conditions and other factors. The authorization is in addition to a $20 million authorization announced in June 2006. Since announcing the most recent authorization, the Company has used approximately $15.4 million of previous authorizations in open market purchases of approximately 498,000 shares.

In addition, Genesco announced that it has entered into an amendment to the credit agreement dated as of April 1, 2004, as amended April 10, 2006, governing its revolving credit facility with nine banks. The amendment increased aggregate revolving credit capacity to $105 million from $75 million and raised the limits on the payment of dividends and stock repurchases by the Company.

This release contains forward-looking statements, including those regarding the Company's sales and earnings outlook and all other statements not addressing solely historical facts or present conditions. Actual results could vary materially from the expectations reflected in these statements. A number of factors could cause differences. These include weakness in consumer demand for products sold by the Company, fashion trends that affect the sales or product margins of the Company's retail product offerings, changes in the timing of holidays or in the onset of seasonal weather affecting period to period sales comparisons, changes in buying patterns by significant wholesale customers, disruptions in product supply or distribution, further unfavorable trends in foreign exchange rates and other factors affecting the cost of products, changes in business strategies by the Company’s competitors (including pricing and promotional discounts), the ability to open, staff and support additional retail stores on schedule and at acceptable expense levels and to renew leases in existing stores on schedule and at acceptable expense levels, variations from expected pension-related charges caused by conditions in the financial markets, and the outcome of litigation and environmental matters involving the Company. Forward-looking statements reflect the expectations of the Company at the time they are made. The Company disclaims any obligation to update such statements.

The Company’s live conference call on August 24, 2006, at 7:30 a.m. (Central time) may be accessed through the Company’s internet website, www.genesco.com. To listen live, please go to the website at least 15 minutes early to register, download and install any necessary software.

Genesco Inc., a Nashville-based specialty retailer, sells footwear, headwear and accessories in more than 1,850 retail stores in the United States and Canada, principally under the names Journeys, Journeys Kidz, Shi by Journeys, Johnston & Murphy, Underground Station, Hatworld, Lids, Hat Zone, Cap Factory, Head Quarters and Cap Connection, and on internet websites www.journeys.com, www.journeyskidz.com , www.undergroundstation.com, www.johnstonmurphy.com, www.lids.com, www.hatworld.com, and www.lidscyo.com. The Company also sells footwear at wholesale under its Johnston & Murphy brand and under the licensed Dockers and Perry Ellis brands. Additional information on Genesco and its operating divisions may be accessed at its website www.genesco.com.

GENESCO INC.

Consolidated Earnings Summary

In Thousands	Three Months Ended July 29, 2006	Three Months Ended July 30, 2005	Six Months Ended July 29, 2006	Six Months Ended July 30, 2005
Net sales	**$ 304,301**	$ 275,168	**$ 619,319**	$ 561,253
Cost of sales	**150,911**	136,210	**304,560**	275,742
Selling and administrative expenses	**140,619**	124,948	**282,485**	252,204
Restructuring and other, net	**480**	177	**589**	3,044
Earnings from operations	**12,291**	13,833	**31,685**	30,263
Interest expense, net	**2,160**	2,568	**4,074**	5,272
Earnings before income taxes from continuing operations	**10,131**	11,265	**27,611**	24,991
Income tax expense	**4,187**	4,499	**11,001**	9,799
Earnings from continuing operations	**5,944**	6,766	**16,610**	15,192
Earnings from (provision for) discontinued operations	**—**	—	**(189)**	65
Net Earnings	**$ 5,944**	$ 6,766	**$ 16,421**	$ 15,257

Earnings Per Share Information

In Thousands (except per share amounts)	Three Months Ended July 29, 2006	Three Months Ended July 30, 2005	Six Months Ended July 29, 2006	Six Months Ended July 30, 2005
Preferred dividend requirements	**$ 64**	$ 69	**$ 128**	$ 142
Average common shares — Basic EPS	**22,988**	22,702	**23,015**	22,613
Basic earnings per share:				
Before discontinued operations	**$ 0.26**	$ 0.29	**$ 0.72**	$ 0.67
Net earnings	**$ 0.26**	$ 0.29	**$ 0.71**	$ 0.67
Average common and common equivalent shares — Diluted EPS	**27,340**	27,142	**27,388**	27,020
Diluted earnings per share:				
Before discontinued operations	**$ 0.24**	$ 0.27	**$ 0.65**	$ 0.60
Net earnings	**$ 0.24**	$ 0.27	**$ 0.64**	$ 0.61

GENESCO INC.

Consolidated Earnings Summary

In Thousands	Three Months Ended July 29, 2006	Three Months Ended July 30, 2005	Six Months Ended July 29, 2006	Six Months Ended July 30, 2005
Sales:				
Journeys	**$ 136,669**	$ 118,928	**$ 278,169**	$ 247,772
Underground Station Group	**30,917**	32,186	**70,873**	72,022
Hat World	**78,506**	69,055	**149,194**	131,202
Johnston & Murphy	**41,916**	41,008	**85,947**	82,516
Licensed Brands	**16,116**	13,916	**34,915**	27,608
Corporate and Other	**177**	75	**221**	133
Net Sales	**$ 304,301**	$ 275,168	**$ 619,319**	$ 561,253
Operating Income (Loss):				
Journeys	**$ 7,935**	$ 6,951	**$ 21,086**	$ 20,719
Underground Station Group	**(1,747)**	(681)	**658**	1,935
Hat World	**8,617**	9,258	**14,624**	14,740
Johnston & Murphy	**2,484**	2,418	**5,307**	4,948
Licensed Brands	**1,335**	1,018	**3,064**	1,764
Corporate and Other*	**(6,333)**	(5,131)	**(13,054)**	(13,843)
Earnings from operations	**12,291**	13,833	**31,685**	30,263
Interest, net	**2,160**	2,568	**4,074**	5,272
Earnings before income taxes from continuing operations	**10,131**	11,265	**27,611**	24,991
Income tax expense	**4,187**	4,499	**11,001**	9,799
Earnings from continuing operations	**5,944**	6,766	**16,610**	15,192
Earnings from (provision for) discontinued operations	**—**	—	**(189)**	65
Net Earnings	**$ 5,944**	$ 6,766	**$ 16,421**	$ 15,257

* Includes $0.5 million and $0.6 million of other charges in the second quarter and six months of Fiscal 2007, respectively, primarily for asset impairments. Includes $0.2 million and $0.4 million of other charges for asset impairment and lease terminations in the second quarter and six months of Fiscal 2006, respectively, and a $2.6 million charge for a litigation settlement in the first six months of Fiscal 2006.

GENESCO INC.

Consolidated Balance Sheet

In Thousands	**July 29, 2006**	July 30, 2005
Assets		
Cash and cash equivalents	**$ 19,360**	$ 38,848
Accounts receivable	**19,293**	17,762
Inventories	**331,439**	270,688
Other current assets	**31,313**	23,747
Total current assets	**401,405**	351,045
Property and equipment	**204,419**	173,316
Other non-current assets	**156,285**	159,588
Total Assets	**$ 762,109**	$ 683,949
Liabilities and Shareholders' Equity		
Accounts payable	**$ 144,954**	$ 114,837
Current portion — long-term debt	**—**	—
Other current liabilities	**55,212**	53,923
Total current liabilities	**200,166**	168,760
Long-term debt	**129,250**	151,250
Other long-term liabilities	**76,173**	70,608
Shareholders' equity	**356,520**	293,331
Total Liabilities and Shareholders' Equity	**$ 762,109**	$ 683,949

GENESCO INC.

Retail Units Operated — Six Months Ended July 29, 2006

	Balance 01/29/05	Open	Conv	Close	Balance 01/28/06	Open	Conv	Close	Balance 07/29/06
Journeys	695	71	0	5	761	46	0	1	806
Journeys	654	60	0	4	710	27	0	1	736
Journeys Kidz	41	10	0	1	50	14	0	0	64
Shi by Journeys	0	1	0	0	1	5	0	0	6
Underground Station Group	229	21	0	21	229	7	0	5	231
Underground Station	165	21	2	8	180	7	2	0	189
Jarman Retail	64	0	(2)	13	49	0	(2)	5	42
Hat World	552	96	0	7	641	49	0	5	685
Johnston & Murphy	142	5	0	5	142	7	0	1	148
Shops	107	4	0	4	107	3	0	1	109
Factory Outlets	35	1	0	1	35	4	0	0	39
Total Retail Units	1,618	193	0	38	1,773	109	0	12	1,870

Retail Units Operated — Three Months Ended July 29, 2006

	Balance 04/29/06	Open	Conv	Close	Balance 07/29/06
Journeys	790	16	0	0	806
Journeys	730	6	0	0	736
Journeys Kidz	57	7	0	0	64
Shi by Journeys	3	3	0	0	6
Underground Station Group	232	2	0	3	231
Underground Station	186	2	1	0	189
Jarman Retail	46	0	(1)	3	42
Hat World	660	27	0	2	685
Johnston & Murphy	147	2	0	1	148
Shops	109	1	0	1	109
Factory Outlets	38	1	0	0	39
Total Retail Units	1,829	47	0	6	1,870

Constant Store Sales

	Three Months Ended		Six Months Ended	
	July 29, 2006	July 30, 2005	**July 29, 2006**	July 30, 2005
Journeys	**5%**	6%	**3%**	7%
Underground Station Group	**-6%**	9%	**-5%**	9%
Underground Station	**-5%**	12%	**-3%**	12%
Jarman Retail	**-11%**	1%	**-10%**	2%
Hat World	**0%**	4%	**0%**	5%
Johnston & Murphy	**-3%**	9%	**-1%**	6%
Shops	**-2%**	9%	**0%**	6%
Factory Outlets	**-6%**	6%	**-3%**	4%
Total Constant Store Sales	**1%**	7%	**1%**	7%