UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 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): **February 9, 2005**

Wolverine World Wide, Inc.
(Exact Name of Registrant as
Specified in its Charter)

Delaware	**1-6024**	**38-1185150**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

9341 Courtland Drive Rockford, Michigan	**49351**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: **(616) 866-5500**

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

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

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

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

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

Item 1.01 Entry Into a Definitive Material Agreement.

(a)   Long-Term Incentive Plan Awards.

    On February 9, 2005, the Compensation Committee of the Board of Directors of Wolverine World Wide, Inc. (the "Company") approved cash awards to certain key employees including the executive officers named below, under the Company's Amended and Restated Executive Long-Term Incentive Plan (the "LTIP"). The LTIP permits the Company to make awards to plan participants conditioned upon the achievement of specified corporate performance goals over a three-year performance period.

    For each participant in the three-year performance period from 2002-2004, the Compensation Committee specified a target bonus goal (the "target bonus"), expressed as a percentage of the participant's average annual earned salary, that would be paid to the participant if specified levels of performance were achieved. Depending on the actual performance attained for the three-year performance period, participants were eligible to receive bonuses, if any, from 50% to 200% of the target bonus. For the 2002-2004 performance period, bonuses earned and payable for the Company's CEO and Named Executive Officers were: Mr. O'Donovan - $571,385; Mr. Duffy - $209,646; Mr. Estes - $168,155; Mr. Gulis - $189,304; and Mr. Krueger - $212,685. These bonuses for the 2002-2004 performance period were based on Company performance against pre-established performance criteria and were determined 50% by reference to the Company's earnings per share and 50% by reference to total shareholder return.

    The Compensation Committee also reviewed and approved the performance criteria and structure upon which the bonuses awarded under the LTIP for the 2005-2007 performance period will be based. Such performance criteria and structure are substantially similar to those described above for the 2002-2004 performance period. The target bonuses for executive officers generally range from 25% to 60% of their respective salaries and target bonuses for the CEO and Named Executive Officers for the 2005-2007 period are: Mr. O'Donovan - 60%; Mr. Duffy - 40%; Mr. Estes - 35%; Mr. Gulis - 40%; and Mr. Krueger - 40%.

(b)   Annual Bonus Plan Awards and Discretionary Awards.

    On February 9, 2005, the Compensation Committee of the Board of Directors of the Company approved cash awards to certain key employees including the executive officers named below, under the Company's Amended and Restated Executive Short-Term Incentive Plan (the "Annual Bonus Plan"), for fiscal year 2004. It permits the Company to make awards to plan participants conditioned upon the achievement of specified operational performance goals for a fiscal year. Awards under the Annual Bonus Plan are based on a percentage of each recipient's base salary for the applicable fiscal year. In determining these percentages, the Compensation Committee considers each executive's position, competitive incentives and the executive's aggregate incentive compensation potential under all of the Company's plans.

    For each participant, a target bonus goal (the "target bonus"), expressed as a percentage of the participant's base salary, was established by the Compensation Committee to be paid to the participant if specified levels of performance were achieved. Depending on the actual performance attained for the fiscal year, participants may receive bonuses, if any, from 50% to 200% of the target bonus. Bonuses for the 2004 fiscal year were based on performance against pre-established criteria and were determined 80% on pre-tax earnings and 20% on sales.

    The Compensation Committee also approved discretionary bonuses for the CEO and Named Executive Officers based upon attainment of pre-established individual performance goals. For fiscal year 2004, the CEO and Named Executive Officers received the following cash bonuses under the Annual Bonus Plan and discretionary awards: Mr. O'Donovan - $795,692; Mr. Duffy - $269,544; Mr. Estes - $202,776; Mr. Gulis - $260,600; and Mr. Krueger - $268,085.

    The Compensation Committee also reviewed and approved the performance criteria and structure upon which the bonuses awarded under the Annual Bonus Plan for the fiscal year 2005 performance period will be based. Such performance criteria and structure are substantially similar to those described above for the fiscal year 2004 performance period. Target bonus levels for fiscal 2005 for executive officers generally range from 25% to 60% of their respective salaries and target bonus levels for the CEO and Named Executive Officers are: Mr. O'Donovan - 60%; Mr. Duffy - 40%; Mr. Estes - 35%; Mr. Gulis - 40%; and Mr. Krueger - 40%.

    In addition, as part of its annual compensation review, the Compensation Committee approved increases in the base salaries of the Company's executive officers. The annual base salaries for fiscal year 2005 for the CEO and Named Executive Officers were: Mr. O'Donovan - $700,000; Mr. Duffy - $375,000; Mr. Estes - $344,000; Mr. Gulis - $355,000; and Mr. Krueger - $385,000.

(c)   Restricted Stock and Option Awards.

    On February 9, 2005, the Compensation Committee of the Board of Directors of the Company also approved stock option grants and restricted stock awards to certain key employees including the CEO and the Named Executive Officers under the Company's stock incentive plans (the "Award Plans"), which were previously approved by the stockholders. The Award Plans permit the Company to grant options under the plans to participants pursuant to Stock Option Agreements and permits the Company to award restricted stock under the plans to plan participants pursuant to Restricted Stock Agreements, subject to the terms and conditions of the Award Plans. Forms of Stock Option Agreements and a form of Restricted Stock Agreement are attached hereto as Exhibits 10.1 through 10.4 and are incorporated by reference into this Item 1.01(c).

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits:

10.1 Form of Incentive Stock Option Agreement.

10.2 Form of Non-Qualified Stock Option Agreement for Steven M. Duffy, Stephen L. Gulis, Blake W. Krueger and Timothy J. O'Donovan.

10.3 Form of Non-Qualified Stock Option Agreement for other employees.

10.4 Form of Restricted Stock Agreement.

SIGNATURES

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

Dated: February 15, 2005

WOLVERINE WORLD WIDE, INC.
(Registrant)

/s/ James D. Zwiers

James D. Zwiers
General Counsel and Assistant Secretary

EXHIBIT 10.1

Grantee:	Grant Date:
Address:	Expiration Date:
Number of Shares:	Exercise Price:
	Incentive Option Number:

INCENTIVE STOCK OPTION AGREEMENT

This Incentive Stock Option Agreement ("Agreement") is made as of the grant date set forth above between WOLVERINE WORLD WIDE, INC., a Delaware corporation ("Wolverine"), and the grantee named above ("Grantee").

The Wolverine World Wide, Inc. Stock Incentive Plan (the "Plan") is administered by the Compensation Committee of Wolverine's Board of Directors (the "Committee"). The Committee has determined that Grantee is eligible to participate in the Plan. The Committee has granted stock options to Grantee, subject to the terms and conditions contained in this Agreement and in the Plan.

The Grantee acknowledges receipt of a copy of the Plan and the Plan Description and accepts this option subject to all of the terms, conditions and provisions of the Plan, and subject to the following further conditions.

1. Grant. Wolverine grants to Grantee an option to purchase shares of Wolverine's common stock, $1 par value, as set forth above. This option is an incentive stock option as defined in Section 422(b) of the Internal Revenue Code of 1986, as amended. If the aggregate fair market value (determined at the time of grant) of the stock with respect to which incentive stock options are exercisable for the first time by Grantee during any calendar year exceeds $100,000, taking into account options under the Plan and all other stock option plans of Wolverine, options exceeding the $100,000 limitation shall be considered nonqualified stock options.

2. Term and Delayed Vesting. The right to exercise this option shall commence on the Grant Date shown above and shall terminate on the Expiration Date shown above, unless earlier terminated under the Plan by reason of termination of employment. Grantee's right to exercise this option shall vest at the rate of twenty-five percent per year, as follows: twenty-five percent of the shares shall vest on the date of this Agreement, and twenty-five percent of the shares optioned under this Agreement shall vest at the end of the first, second, and third years following the date of this Agreement, respectively. The Committee may, in its sole discretion, accelerate the vesting of the option at any time before full vesting; *provided, however,* that if any such acceleration would cause a portion of the option not to qualify as an incentive stock option, the Committee may divide the option and stock issued upon exercise into incentive stock option shares and nonqualified option shares.

3. Registration and Listing. The stock options granted under this Agreement a conditional upon (a) the effective registration or exemption of the Plan and the options granted under the Plan and the stock to be received upon exercise of options pursuant to the Plan under the Securities Act of 1933 and applicable state or foreign securities laws, and (b) the effective listing of the stock on the New York Stock Exchange and the Pacific Exchange.

4. Exercise. Grantee shall exercise this option by giving Wolverine a written notice of the exercise of this option in the form of Exhibit A hereto. The notice shall set forth the number of

shares to be purchased. The notice shall be effective when received by the Chief Financial Officer at Wolverine's main office, accompanied by full payment (as set forth below) of the option price. Wolverine will deliver to Grantee a certificate or certificates for such shares: *provided, however,* that the time of delivery may be postponed for such period as may be required for Wolverine with reasonable diligence to comply with any registration requirements under the Securities Act of 1933, the Securities Exchange Act of 1934, any requirements under any other law or regulation applicable to the issuance, listing or transfer of such shares, or any agreement or regulation of the New York Stock Exchange and the Pacific Exchange. If Grantee fails to accept delivery of and pay for all or any part of the number of shares specified in the notice upon tender or delivery of the shares, Grantee's right to exercise the option with respect to such undelivered shares shall terminate.

5. Payment by Grantee. When exercising this stock option, Grantee shall pay Wolverine in cash or, if the Committee consents, in previously owned shares of Wolverine's common stock or other consideration substantially equivalent to cash. The Committee, in its discretion, may permit payment of all or a portion of the exercise price in the form of a promissory note or installments according to terms approved by the Committee. The Committee may require security acceptable to the Committee.

6. Transferability. The Plan provides that this option is generally not transferable by Grantee except by will or according to the laws of descent and distribution, and is exercisable during Grantee's lifetime only by Grantee or Grantee's guardian or legal representative. Wolverine may, in the event it deems the same desirable to assure compliance with applicable federal and state securities laws, place an appropriate restrictive legend upon any certificate representing shares issued pursuant to the exercise of this option, and may also issue appropriate stop transfer instructions to its transfer agent with respect to such shares.

7. Termination of Employment or Officer Status. This option shall terminate at the times provided in the Plan after the death or termination of the employment or officer status of the Grantee with Wolverine or any of its subsidiaries. In addition to any provisions contained in the Plan, this option shall fully vest and be immediately exercisable in full upon the following events resulting in termination of employment or officer status: (a) death; (b) disability (as defined in Wolverine's Long-Term Disability Plan); or (c) voluntary termination by a Participant of all employment and/or officer status with Wolverine and its subsidiaries after the Participant has attained (i) 50 years of age and seven years of service (as an employee and/or officer of Wolverine or its subsidiaries); (ii) 62 years of age; or (iii) such other age or years of service as may be determined by the Committee in its sole discretion.

8. Acceleration. This option shall be immediately exercisable in the event of any Change in Control in Wolverine. "Change in Control" is defined in the Plan.

9. Stockholder Rights. Grantee shall have no rights as a stockholder with respect to any shares covered by this option until the date of issuance of a stock certificate to the Grantee for such shares.

10. Employment by Wolverine. The grant of this option shall not impose upon Wolverine or any subsidiary any obligation to retain Grantee in its employ for any given period or upon any specific terms of employment. Wolverine or any subsidiary may at any time dismiss Grantee from employment, free from any liability or claim under the Plan, unless otherwise expressly provided in any written agreement with Grantee.

11. Certifications. Grantee acknowledges that he or she has been furnished and has read the most recent Annual Report to Stockholders of Wolverine and the Plan Description relating

to the Plan. Grantee hereby represents and warrants that Grantee is acquiring the option granted under this Agreement for Grantee's own account and investment and without any intent to resell or distribute the shares upon exercise of the option. Grantee shall not resell or distribute the shares received upon exercise of the option except in compliance with such conditions as Wolverine may reasonably specify to ensure compliance with federal and state securities laws.

12. Effective Date. This option shall be effective as of the date set forth at the top of this Agreement.

13. Amendment. This option shall not be modified except in a writing executed by the parties hereto.

14. Notice of Disqualifying Disposition. Grantee agrees to notify Wolverine if Grantee sells shares acquired through the proper exercise of this option within two years of the date of this option or within one year of the exercise of this option to enable Wolverine to claim the deduction to which it will thereby become entitled.

15. Agreement Controls. The Plan is incorporated in this Agreement by reference. Capitalized terms not defined in this Agreement shall have those meanings provided in the Plan. In the event of any conflict between the terms of this Agreement and the terms of the Plan, the provisions of this Agreement shall control.

16. Corporate Changes. In the event of any stock dividend, stock split or other increase or reduction in the number of shares of Common Stock outstanding, the number and class of shares covered by this option, and the exercise price, are subject to adjustment as provided in the Plan.

17. Administration. The Committee has full power and authority to interpret the provisions of the Plan, to supervise the administration of the Plan and to adopt forms and procedures for the administration of the Plan, except as limited by the Plan or as may be necessary to assure that the Plan provides performance-based Compensation under Section 162(m) of the Code. All determinations made by the Committee shall be final and conclusive.

18. Illegality. The Grantee will not exercise this option, and Wolverine will not be obligated to issue any shares to the Grantee under this option, if the exercise thereof or the issuance of such shares shall constitute a violation by the Grantee or Wolverine of any provisions of any law, order or regulation of any governmental authority.

WOLVERINE WORLD WIDE, INC.

By

____

Stephen L. Gulis Jr.
Executive Vice President and
Chief Financial Officer

Grantee:

____

Signature

____

Print name

EXHIBIT 10.2

Grantee:	Grant Date:
	Expiration Date:
Number of Shares:	Exercise Price:
	Non-Qualified Option No.:

NON-QUALIFIED STOCK OPTION AGREEMENT

This Non-qualified Stock Option Agreement (the "Agreement") is made as of the Grant Date set forth above by and between WOLVERINE WORLD WIDE, INC. ("Wolverine"), and the grantee named above (the "Grantee").

The Wolverine World Wide, Inc. Stock Incentive Plan (the "Plan") is administered by the Compensation Committee of Wolverine's Board of Directors (the "Committee"). The Committee has determined that Grantee is eligible to participate in the Plan. The Committee has granted stock options to the Grantee, subject to the terms and conditions contained in this Agreement and in the Plan.

The Grantee acknowledges receipt of a copy of the Plan and the Plan Description and accepts this option subject to all of the terms, conditions and provisions of this Agreement and the Plan.

1. Grant. Wolverine grants to Grantee an option to purchase shares of Wolverine's common stock, $1 par value ("Common Stock"), as set forth above. This option is a non-qualified stock option and is not an incentive stock option as defined under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). All of the rights of the Grantee are subject to the terms, conditions and provisions of the Plan, which are incorporated by reference into this Agreement.

2. Term and Delayed Vesting. Right to exercise this option begins on the Grant Date shown above and shall terminate on the Expiration Date shown above, unless earlier terminated under the Plan by reason of termination of employment or officer status. The Grantee's right to exercise this option shall vest as follows: ______ shares of the shares granted at the time of this Agreement immediately, ______ shares of the shares granted on the ______ anniversary date of this Agreement, ______ shares of the shares granted on the ______ anniversary date of this Agreement and the remaining ______ shares of the shares granted on the ______ anniversary date of this Agreement. The Committee may, in its sole discretion, accelerate vesting of the option at any time before full vesting.

3. Exercise. Grantee shall exercise this option by giving Wolverine written notice of the exercise of this option in the form of Exhibit A hereto. The notice shall set forth the number of shares to be purchased. The notice shall be effective when received by the Chief Financial Officer at Wolverine's main office, accompanied by full payment (as set forth below) of the option price. Wolverine will deliver to the Grantee a certificate or certificates for such shares; *provided, however,*

that the time of delivery may be postponed for such period as may be required for Wolverine with reasonable diligence to comply with any registration requirements under the Securities Act of 1933, the Securities Exchange Act of 1934, any requirements under any other law or regulation applicable to the issuance, listing or transfer of such shares, or any agreement or regulation of the New York Stock Exchange or the Pacific Exchange. If the Grantee fails to accept delivery of and pay for all or any part of the number of shares specified in the notice upon tender or delivery of the shares, the Grantee's right to exercise the option with respect to such undelivered shares shall terminate.

4. Payment by Grantee. When exercising this stock option, Grantee shall pay Wolverine in cash, in previously owned shares of Wolverine's common stock or, if the Committee consents, in other consideration substantially equivalent to cash. The Committee, in its discretion, may permit payment of all or a portion of the exercise price in the form of a promissory note or installments according to terms approved by the Committee and under the terms of Wolverine's then existing Stock Option Loan Program. The Committee may require security acceptable to the Committee.

5. Registration and Listing. The stock options granted under this Agreement are conditional upon (a) the effective registration or exemption of the Plan, the options granted under the Plan and the stock to be received upon exercise of options under the Securities Act of 1933 and applicable state or foreign securities laws, and (b) the effective listing of the stock on the New York Stock Exchange and the Pacific Exchange.

6. Transferability. This option shall not be sold, exchanged, transferred, pledged, assigned or otherwise alienated or hypothecated during the term of the option except by will or the laws of descent or distribution, except that the Grantee may transfer or assign the option to the Grantee and Grantee's spouse as joint tenants with right of survivorship, or to a revocable grantor trust established by the employee, or other acceptable form of ownership approved by the Committee in which the option is considered to continue to be beneficially owned by the employee for Federal income tax purposes and for purposes of the Federal securities laws as they may be amended from time to time. As a condition to the transfer or assignment of the option, the transferee must execute a written agreement permitting Wolverine or a subsidiary to withhold from the shares subject to the option a number of shares having a Market Value at least equal to the amount of any federal, state, local or foreign withholding or other taxes associated with or resulting from the exercise of the option and agreeing to the terms and conditions and restrictions under which the option is issued under the Plan and the Agreement.

7. Termination of Employment or Officer Status. This option shall terminate at the times provided in the Plan after the termination of the employment or officer status of the Grantee with Wolverine or any of its subsidiaries. In addition to any provisions contained in the Plan, this option shall fully vest and be immediately exercisable in full upon the following events resulting in termination of employment or officer status: (a) death; (b) disability (as defined in Wolverine's Long-Term Disability Plan); or (c) voluntary termination by a Participant of all employment and/or officer status with Wolverine and its subsidiaries after the Participant has attained (i) 50 years of age and seven years of service (as an employee and/or officer of Wolverine or its subsidiaries), (ii) 62 years of age, or (iii) such other age, period or conditions of service as may be determined by the Committee in its sole discretion.

8. Acceleration. This option shall be immediately exercisable in the event of any Change in Control of Wolverine. "Change in Control" is defined in the Plan.

9. Stockholder Rights. The Grantee shall have no rights as a stockholder with respect to any shares covered by this option until the date of the issuance of a stock certificate to the Grantee for such shares.

10. Employment by Wolverine. The grant of this option shall not impose upon Wolverine or any subsidiary any obligation to retain the Grantee in its employ for any given period or upon any specific terms of employment. Wolverine or any subsidiary may at any time dismiss the Grantee from employment, free from any liability or claim under the Plan, unless otherwise expressly provided in any written agreement with the Grantee.

11. Certifications. The Grantee acknowledges that he or she has been furnished and has read the most recent Annual Report to Stockholders of Wolverine and the Plan Description relating to the Plan. The Grantee hereby represents and warrants that the Grantee is acquiring the option granted under this Agreement for the Grantee's own account and investment and without any intent to resell or distribute the shares upon exercise of the option. The Grantee shall not resell or distribute the shares received upon exercise of the option except in compliance with such conditions as Wolverine may reasonably specify to ensure compliance with federal and state securities laws.

12. Effective Date. This option shall be effective as of the date set forth at the top of this Agreement.

13. Tax Withholding. Wolverine or one of its subsidiaries shall be entitled to (a) withhold and deduct from the Grantee's future wages (or from other amounts that may be due and owing to the Grantee from Wolverine or a subsidiary), or make other arrangements for the collection of, all legally required amounts necessary to satisfy any and all federal, state, local and foreign withholding and employment-related taxes attributable to the option granted under this Agreement, including, without limitation, the grant, exercise, or vesting of, or payment of dividends with respect to, the option; or (b) require the Grantee promptly to remit the amount of such withholding to Wolverine or a subsidiary before taking any action with respect to the option. Unless the Committee provides otherwise, withholding may be satisfied by withholding Common Stock to be received upon exercise or by delivery to Wolverine of previously owned Common Stock.

14. Agreement Controls. The Plan is incorporated in this Agreement by reference. Capitalized terms not defined in this Agreement shall have those meanings provided in the Plan. In the event of any conflict between the terms of this Agreement and the terms of the Plan, the provisions of this Agreement shall control.

15. Corporate Changes. In the event of any stock dividend, stock split or other increase or reduction in the number of shares of Common Stock outstanding, the number and class of shares covered by this option, and the exercise price, are subject to adjustment as provided in the Plan.

16. Administration. The Committee has full power and authority to interpret the provisions of the Plan, to supervise the administration of the Plan and to adopt forms and procedures for the administration of the Plan, except as limited by the Plan or as may be necessary to assure that the Plan provides performance-based compensation under Section 162(m) of the Code. All determinations made by the Committee shall be final and conclusive.

17. Illegality. The Grantee will not exercise this option, and Wolverine will not be obligated to issue any shares to the Grantee under this option, if the exercise thereof or the

issuance of such shares shall constitute a violation by the Grantee or Wolverine of any provisions of any law, order or regulation of any governmental authority.

This option has been issued by the Compensation Committee of Wolverine.

WOLVERINE WORLD WIDE, INC.

____

Stephen L. Gulis Jr., Executive Vice President
and Chief Financial Officer
"Wolverine"

____

(Signature)

____

(Print Name)
"Grantee"

EXHIBIT 10.3

Grantee:

Grant Date:

Expiration Date:

Number of Shares:

Exercise Price:

Non-Qualified Option No.:

NON-QUALIFIED STOCK OPTION AGREEMENT

This Non-qualified Stock Option Agreement (the "Agreement") is made as of the Grant Date set forth above by and between WOLVERINE WORLD WIDE, INC. ("Wolverine"), and the grantee named above (the "Grantee").

The Wolverine World Wide, Inc. Stock Incentive Plan (the "Plan") is administered by the Compensation Committee of Wolverine's Board of Directors (the "Committee"). The Committee has determined that Grantee is eligible to participate in the Plan. The Committee has granted stock options to the Grantee, subject to the terms and conditions contained in this Agreement and in the Plan.

The Grantee acknowledges receipt of a copy of the Plan and the Plan Description and accepts this option subject to all of the terms, conditions and provisions of this Agreement and the Plan.

1. Grant. Wolverine grants to Grantee an option to purchase shares of Wolverine's common stock, $1 par value ("Common Stock"), as set forth above. This option is a non-qualified stock option and is not an incentive stock option as defined under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). All of the rights of the Grantee are subject to the terms, conditions and provisions of the Plan, which are incorporated by reference into this Agreement.

2. Term and Delayed Vesting. Right to exercise this option begins on the Grant Date shown above and shall terminate on the Expiration Date shown above, unless earlier terminated under the Plan by reason of termination of employment or officer status. The Grantee's right to exercise this option shall vest as follows: ______ shares of the shares granted at the time of this Agreement immediately, ______ shares of the shares granted on the ______ anniversary date of this Agreement, ______ shares of the shares granted on the ______ anniversary date of this Agreement and the remaining ______ shares of the shares granted on the ______ anniversary date of this Agreement. The Committee may, in its sole discretion, accelerate vesting of the option at any time before full vesting.

3. Exercise. Grantee shall exercise this option by giving Wolverine written notice of the exercise of this option in the form of Exhibit A hereto. The notice shall set forth the number of shares to be purchased. The notice shall be effective when received by the Chief Financial Officer at Wolverine's main office, accompanied by full payment (as set forth below) of the option price. Wolverine will deliver to the Grantee a certificate or certificates for such shares; *provided, however,* that the time of delivery may be postponed for such period as may be required for Wolverine with reasonable diligence to comply with any registration requirements under the Securities Act of 1933, the Securities Exchange Act of 1934, any requirements under any other law or regulation

applicable to the issuance, listing or transfer of such shares, or any agreement or regulation of the New York Stock Exchange or the Pacific Exchange. If the Grantee fails to accept delivery of and pay for all or any part of the number of shares specified in the notice upon tender or delivery of the shares, the Grantee's right to exercise the option with respect to such undelivered shares shall terminate.

4. Payment by Grantee. When exercising this stock option, Grantee shall pay Wolverine in cash, in previously owned shares of Wolverine's common stock or, if the Committee consents, in other consideration substantially equivalent to cash. The Committee, in its discretion, may permit payment of all or a portion of the exercise price in the form of a promissory note or installments according to terms approved by the Committee and under the terms of Wolverine's then existing Stock Option Loan Program. The Committee may require security acceptable to the Committee.

5. Registration and Listing. The stock options granted under this Agreement are conditional upon (a) the effective registration or exemption of the Plan, the options granted under the Plan and the stock to be received upon exercise of options under the Securities Act of 1933 and applicable state or foreign securities laws, and (b) the effective listing of the stock on the New York Stock Exchange and the Pacific Exchange.

6. Transferability. This option shall not be sold, exchanged, transferred, pledged, assigned or otherwise alienated or hypothecated during the term of the option except by will or the laws of descent or distribution.

7. Termination of Employment or Officer Status. This option shall terminate at the times provided in the Plan after the termination of the employment or officer status of the Grantee with Wolverine or any of its subsidiaries. In addition to any provisions contained in the Plan, this option shall fully vest and be immediately exercisable in full upon the following events resulting in termination of employment or officer status: (a) death; (b) disability (as defined in Wolverine's Long-Term Disability Plan); or (c) voluntary termination by a Participant of all employment and/or officer status with Wolverine and its subsidiaries after the Participant has attained (i) 50 years of age and seven years of service (as an employee and/or officer of Wolverine or its subsidiaries), (ii) 62 years of age, or (iii) such other age, period or conditions of service as may be determined by the Committee in its sole discretion.

8. Acceleration. This option shall be immediately exercisable in the event of any Change in Control of Wolverine. "Change in Control" is defined in the Plan.

9. Stockholder Rights. The Grantee shall have no rights as a stockholder with respect to any shares covered by this option until the date of the issuance of a stock certificate to the Grantee for such shares.

10. Employment by Wolverine. The grant of this option shall not impose upon Wolverine or any subsidiary any obligation to retain the Grantee in its employ for any given period or upon any specific terms of employment. Wolverine or any subsidiary may at any time dismiss the Grantee from employment, free from any liability or claim under the Plan, unless otherwise expressly provided in any written agreement with the Grantee.

11. Certifications. The Grantee acknowledges that he or she has been furnished and has read the most recent Annual Report to Stockholders of Wolverine and the Plan Description relating to the Plan. The Grantee hereby represents and warrants that the Grantee is acquiring the option granted under this Agreement for the Grantee's own account and investment and without any intent to resell or distribute the shares upon exercise of the option. The Grantee shall not

resell or distribute the shares received upon exercise of the option except in compliance with such conditions as Wolverine may reasonably specify to ensure compliance with federal and state securities laws.

12. Effective Date. This option shall be effective as of the date set forth at the top of this Agreement.

13. Tax Withholding. Wolverine or one of its subsidiaries shall be entitled to (a) withhold and deduct from the Grantee's future wages (or from other amounts that may be due and owing to the Grantee from Wolverine or a subsidiary), or make other arrangements for the collection of, all legally required amounts necessary to satisfy any and all federal, state, local and foreign withholding and employment-related taxes attributable to the option granted under this Agreement, including, without limitation, the grant, exercise, or vesting of, or payment of dividends with respect to, the option; or (b) require the Grantee promptly to remit the amount of such withholding to Wolverine or a subsidiary before taking any action with respect to the option. Unless the Committee provides otherwise, withholding may be satisfied by withholding Common Stock to be received upon exercise or by delivery to Wolverine of previously owned Common Stock.

14. Agreement Controls. The Plan is incorporated in this Agreement by reference. Capitalized terms not defined in this Agreement shall have those meanings provided in the Plan. In the event of any conflict between the terms of this Agreement and the terms of the Plan, the provisions of this Agreement shall control.

15. Corporate Changes. In the event of any stock dividend, stock split or other increase or reduction in the number of shares of Common Stock outstanding, the number and class of shares covered by this option, and the exercise price, are subject to adjustment as provided in the Plan.

16. Administration. The Committee has full power and authority to interpret the provisions of the Plan, to supervise the administration of the Plan and to adopt forms and procedures for the administration of the Plan, except as limited by the Plan or as may be necessary to assure that the Plan provides performance-based compensation under Section 162(m) of the Code. All determinations made by the Committee shall be final and conclusive.

17. Illegality. The Grantee will not exercise this option, and Wolverine will not be obligated to issue any shares to the Grantee under this option, if the exercise thereof or the issuance of such shares shall constitute a violation by the Grantee or Wolverine of any provisions of any law, order or regulation of any governmental authority.

This option has been issued by the Compensation Committee of Wolverine.

WOLVERINE WORLD WIDE, INC.

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Stephen L. Gulis Jr., Executive Vice President
and Chief Financial Officer

____

(Signature)

____

(Print Name)

EXHIBIT 10.4

Grantee:	Number of Shares:
Address:	Date of Award:
	Restricted Option Number:

RESTRICTED STOCK AGREEMENT

This Restricted Stock Agreement ("Agreement") is made as of the award date set forth above, between WOLVERINE WORLD WIDE, INC., a Delaware corporation ("Wolverine"), and the employee named above ("Employee").

The Wolverine World Wide, Inc. Stock Incentive Plan (the "Plan") is administered by the Compensation Committee of Wolverine's Board of Directors (the "Committee"). The Committee has determined that Employee is eligible to participate in the Plan. The Committee has awarded restricted stock to Employee, subject to the terms and conditions contained in this Agreement and in the Plan.

Employee acknowledges receipt of a copy of the Plan and accepts this restricted stock award subject to all of the terms, conditions, and provisions of this Agreement and the Plan.

1. Award. Wolverine hereby awards to Employee shares of Wolverine's common stock, $1 par value, set forth above, and subject to restrictions imposed under this Agreement and the Plan (the "Restricted Stock").

2. Transferability. Until the restrictions lapse as set forth in paragraph 3 below, the Plan provides that Restricted Stock granted under this Agreement is generally not transferable by Employee except by will or according to the laws of descent and distribution, and further provides that all rights with respect to the Restricted Stock are exercisable during Employee's lifetime only by Employee, Employee's guardian, or legal representative. Wolverine shall place an appropriate legend upon any certificate representing shares of Restricted Stock awarded under this Agreement and may also issue appropriate stop transfer instructions to its transfer agent with respect to such shares.

3. Lapsing of Restrictions. Except as otherwise provided in this Agreement, the restrictions imposed on the Restricted Stock awarded pursuant to this Agreement shall lapse as follows: restrictions on twenty-five percent of the Restricted Stock shall lapse three years from the date of this Agreement; restrictions on an additional twenty-five percent of the Restricted Stock shall lapse four years from the date of this Agreement; and restrictions on the remaining fifty percent of the Restricted Stock shall lapse five years from the date of this Agreement. The periods during which Restricted Stock is subject to restrictions imposed by the Plan and under this Agreement shall be known as "Restricted Periods."

4. Registration and Listing; Securities Laws.

(a) The Restricted Stock award under this Agreement is conditional upon (i) the effective registration or exemption of the Plan and the Restricted Stock granted there under the Securities Act of 1933 and applicable state or foreign securities laws, and (ii) the effective listing of the stock on the New York Stock Exchange and the Pacific Stock Exchange.

(b) Employee hereby represents and warrants that Employee is acquiring the Restricted Stock awarded under this Agreement for Employee's own account and investment and without any intent to resell or distribute the Restricted Stock. Employee shall not resell or distribute the Restricted Stock after any Restricted Period except in compliance with such conditions as Wolverine may reasonably specify to ensure compliance with federal and state securities laws.

5. Termination of Employment or Officer Status. If the Employee's employment or officer status with Wolverine or any of its subsidiaries is terminated during any Restricted Period, all Restricted Stock still subject to restrictions at the date of such termination shall either vest or automatically be forfeited and returned to Wolverine as provided in the Plan except as otherwise set forth in this Section. In addition to any accelerated vesting provided in the Plan, Restricted Stock subject to this Agreement shall fully vest upon the following events resulting in termination of employment or officer status: (a) death; (b) disability (as defined in Wolverine's Long-Term Disability Plan); or (c) voluntary termination by an Employee of all employment and/or officer status with Wolverine and its Subsidiaries after the Participant has attained (i) 50 years of age and seven years of service (as an employee and/or officer of Wolverine or its subsidiaries), (ii) 62 years of age, or (iii) such other age, period or conditions of service as may be determined by the Committee in its sole discretion. If Employee is terminated for cause, Employee shall have no further right to receive any Restricted Stock and all Restricted Stock still subject to restrictions at the date of such termination shall automatically be forfeited and returned to Wolverine.

6. Employment by Wolverine. The award of Restricted Stock under this Agreement shall not impose upon Wolverine or any subsidiary any obligation to retain Employee in its employ for any given period or upon any specific terms of employment. Wolverine or any subsidiary may at any time dismiss Employee from employment, free from any liability or claim under the Plan or this Agreement, unless otherwise expressly provided in any written agreement with Employee.

7. Stockholder Rights. During the Restricted Period, Employee shall have all voting, dividend, liquidation, and other rights with respect to the Restricted Stock held of record by Employee as if Employee held unrestricted common stock; *provided, however,* that the unvested portion of any Restricted Stock award shall be subject to any restrictions on transferability or risks of forfeiture imposed pursuant to this Agreement or the Plan. Any noncash dividends or distributions paid with respect to shares of unvested Restricted Stock shall be subject to the same restrictions as those relating to the Restricted Stock awarded under this Agreement. After the restrictions applicable to the Restricted Stock lapse, Employee shall have all stockholder rights, including the right to transfer the shares, subject to such conditions as Wolverine may reasonably specify to ensure compliance with federal and state securities laws.

8. Withholding. Wolverine or one of its subsidiaries shall be entitled to (a) withhold and deduct from Employee's future wages (or from other amounts that may be due and owing to Employee from Wolverine or a subsidiary), or make other arrangements for the collection of, all legally required amounts necessary to satisfy any and all federal, state, and local withholding and employment-related tax requirements attributable to the Restricted Stock award under this Agreement, including, without limitation, the award or vesting of, or payments of dividends with respect to, the Restricted Stock; or (b) require Employee promptly to remit the amount of such withholding to Wolverine or a subsidiary before taking any action with respect to the Restricted Stock. Unless the Committee provides otherwise, withholding may be satisfied by withholding common stock to be received or by delivery to Wolverine or a subsidiary of previously owned common stock of Wolverine.

9. Effective Date. This award of Restricted Stock shall be effective as of the date first set forth above.

10. Amendment. This Agreement shall not be modified except in a writing executed by the parties hereto.

11. Agreement Controls. The Plan is incorporated in this Agreement by reference. Capitalized terms not defined in this Agreement shall have those meanings provided in the Plan. In the event of any conflict between the terms of this Agreement and the terms of the Plan, the provisions of the Agreement shall control.

WOLVERINE WORLD WIDE, INC.

By

____

Stephen L. Gulis, Jr., Exec. Vice President & CFO

____

Signature

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Print name