UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the first twelve week accounting period ended March 22, 2008

OR

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____

Commission File Number: 001-06024

WOLVERINE WORLD WIDE, INC.
(Exact Name of Registrant as Specified in its Charter)

Delaware	**38-1185150**
(State or Other Jurisdiction of Incorporation or Organization)	(IRS Employer Identification No.)
9341 Courtland Drive, Rockford, Michigan	**49351**
(Address of Principal Executive Offices)	(Zip Code)

(616) 866-5500
(Registrant's Telephone Number, Including Area Code)

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 for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes __X__ No ___

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer __X__ Accelerated filer ___ Non-accelerated filer ___ Smaller reporting company ___

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ____ No __X__

Indicate the number of shares outstanding of each of the issuer's classes of common stock as of the latest practicable date.

There were 61,468,338 shares of Common Stock, $1 par value, outstanding as of April 25, 2008, of which 11,709,112 shares are held as Treasury Stock.

FORWARD-LOOKING STATEMENTS

This report contains forward-looking statements that are based on management's beliefs, assumptions, current expectations, estimates and projections about the footwear business, worldwide economics and the Company itself including, without limitation, statements regarding the effect on earnings of a future hedge termination or determination of hedge ineffectiveness, expected length of time that stock options will remain outstanding, results of tax audits, the effect of litigation, the effect of the adoption of new accounting standards, timing or acceptance of new products, future progress toward achieving the Company's strategic growth plan, expected cash flows, expected share repurchase activity, the use of excess cash flows, future revenues, earnings and marketing, statements in Part I, Item 2 regarding the overview and the Company's financial condition, liquidity and capital resources and statements in Part I, Item 3 regarding market risk. Words such as "anticipates," "believes," "estimates," "expects," "forecasts," "intends," "is likely," "plans," "predicts," "projects," "should," "will," variations of such words and similar expressions are intended to identify forward-looking statements. These statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions ("Risk Factors") that are difficult to predict with regard to timing, extent, likelihood and degree of occurrence. Therefore, actual results and outcomes may materially differ from what may be expressed or forecasted in such forward-looking statements.

Risk Factors include, but are not limited to, uncertainties relating to changes in demand for the Company's products; changes in consumer preferences or spending patterns; the cost and availability of inventories, services, labor and equipment furnished to the Company; the cost and availability of contract manufacturers; the cost and availability of raw materials, including leather and petroleum-based materials; changes in planned consumer demand or at-once orders; customer order cancellations; the impact of competition and pricing by the Company's competitors; changes in government and regulatory policies; foreign currency fluctuation in valuations compared to the U.S. dollar; changes in monetary controls and valuations of the Chinese yuan renminbi and the relative value to the U.S. dollar; changes in duty structures in countries of import and export; changes in interest rates, tax laws, duties, tariffs, quotas or applicable assessments; technological developments; changes in local, domestic or international economic and market conditions; the size and growth of footwear markets; service interruptions at shipping and receiving ports; changes in the amount, severity or timing of inclement weather; changes due to the growth of Internet commerce; popularity of particular designs and categories of footwear; the ability of the Company to manage and forecast its growth and inventories; the ability to secure and protect trademarks, patents and other intellectual property; integration of operations of newly acquired businesses; changes in business strategy or development plans; the Company's ability to adapt and compete in global apparel and accessory markets; customer acceptance of new initiatives including Patagonia® Footwear and Merrell® Apparel; the ability to attract and retain qualified personnel; the ability to retain rights to brands licensed by the Company; loss of significant customers; relationships with international distributors and licensees; the Company's ability to meet at-once orders; the exercise of future purchase options by the U.S. Department of Defense on previously awarded contracts; the risk of doing business in developing countries and economically volatile areas; retail buying patterns; increased competition from private label brands; consolidation in the retail sector; and the acceptability of U.S. brands in international markets. Additionally, concerns regarding acts of terrorism, the war in Iraq and subsequent events have created significant global economic and political uncertainties that may have material and adverse effects on consumer demand, foreign sourcing of footwear, shipping and transportation, product imports and exports and the sale of products in foreign markets. These matters are representative of the Risk Factors that could cause a difference between an ultimate actual outcome and a forward-looking statement. Additional Risk Factors are identified in the Company's Annual Report on Form 10-K for the fiscal year ended December 29, 2007, included in Item 1A. Historical operating results are not necessarily indicative of the results that may be expected in the future. The Risk Factors included here are not exhaustive. Other Risk Factors exist, and new Risk Factors emerge from time-to-time, that may cause actual results to differ materially from those contained in any forward-looking statements. Given these risks and uncertainties, investors should not place undue reliance on forward-looking statements as a prediction of actual results. Furthermore, the Company undertakes no obligation to update, amend or clarify forward-looking statements, whether as a result of new information, future events or otherwise.

PART I. FINANCIAL INFORMATION

ITEM 1. Financial Statements

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES

Consolidated Condensed Balance Sheets
(Thousands of dollars)

	March 22, 2008 (Unaudited)	December 29, 2007 (Audited)	March 24, 2007 (Unaudited)
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	**$ 47,484**	$ 76,087	$ 62,769
Accounts receivable, less allowances			
March 22, 2008 - $15,476			
December 29, 2007 - $13,643			
March 24, 2007 - $14,370	**223,323**	179,934	199,003
Inventories:			
Finished products	**168,811**	148,925	176,392
Raw materials and work in process	**19,434**	16,927	19,704
	188,245	165,852	196,096
Deferred income taxes	**10,797**	11,909	8,746
Prepaid expenses and other current assets	**13,253**	11,859	13,593
TOTAL CURRENT ASSETS	**483,102**	445,641	480,207
PROPERTY, PLANT AND EQUIPMENT			
Gross cost	**292,041**	288,206	278,767
Less accumulated depreciation	**206,802**	202,789	191,078
	85,239	85,417	87,689
OTHER ASSETS			
Goodwill and other non-amortizable intangibles	**48,233**	48,509	47,333
Cash surrender value of life insurance	**33,135**	32,886	32,316
Pension assets	**19,931**	17,752	13,747
Other	**8,533**	8,173	8,329
	109,832	107,320	101,725
TOTAL ASSETS	**$ 678,173**	$ 638,378	$ 669,621

See notes to consolidated condensed financial statements

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES

Consolidated Condensed Balance Sheets - continued
(Thousands of dollars, except share data)

	March 22, 2008 (Unaudited)	December 29, 2007 (Audited)	March 24, 2007 (Unaudited)
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES			
Accounts payable	**$ 45,361**	$ 51,551	$ 54,598
Accrued salaries and wages	**13,136**	18,475	11,069
Other accrued liabilities	**57,107**	41,875	54,785
Current maturities of long-term debt	**10,731**	10,731	10,730
TOTAL CURRENT LIABILITIES	**126,335**	122,632	131,182
Long-term debt (less current maturities)	**60,066**	-	10,738
Deferred compensation	**9,287**	10,204	9,217
Accrued pension liabilities	**25,998**	25,684	23,162
Other non-current liabilities	**1,134**	1,079	562
STOCKHOLDERS' EQUITY			
Common Stock - par value $1, authorized 160,000,000 shares; shares issued (including shares in treasury): March 22, 2008 -61,390,579 shares December 29, 2007 - 61,085,123 shares March 24, 2007 - 60,834,988 shares	**61,391**	61,085	60,835
Additional paid-in capital	**52,549**	47,786	38,566
Retained earnings	**610,025**	591,706	536,722
Accumulated other comprehensive income	**24,291**	22,268	4,696
Cost of shares in treasury: March 22, 2008 - 11,709,112 shares December 29, 2007 - 9,850,299 shares March 24, 2007 - 6,237,811 shares	**(292,903)**	(244,066)	(146,059)
TOTAL STOCKHOLDERS' EQUITY	**455,353**	478,779	494,760
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	**$ 678,173**	$ 638,378	$ 669,621

( ) - Denotes deduction
See notes to consolidated condensed financial statements

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES

Consolidated Condensed Statements of Operations
(Thousands of dollars, except share data)
(Unaudited)

	12 Weeks Ended	
	March 22, 2008	**March 24, 2007**
Revenue	**$ 288,238**	$ 281,052
Cost of products sold	**166,677**	167,051
GROSS MARGIN	**121,561**	114,001
Selling and administrative expenses	**85,292**	81,335
OPERATING INCOME	**36,269**	32,666
Other expenses/(income):		
Interest expense	**486**	437
Interest income	**(423)**	(1,127)
Other - net	**567**	(160)
	630	(850)
EARNINGS BEFORE INCOME TAXES	**35,639**	33,516
Income taxes	**11,938**	11,227
NET EARNINGS	**$ 23,701**	$ 22,289
Net earnings per share:		
Basic	**$ .48**	$ .41
Diluted	**$ .46**	$ .39
Cash dividends per share	**$ .11**	$ .09
Shares used for net earnings per share computation:		
Basic	**49,782,720**	54,548,154
Diluted	**51,493,300**	56,652,762

See notes to consolidated condensed financial statements

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES

Consolidated Condensed Statement of Stockholders' Equity
(Thousands of dollars, except share data)
(Unaudited)

		12 Weeks Ended March 22, 2008
COMMON STOCK		
Balance at beginning of the year	$	61,085
Common stock issued under stock incentive plans		**306**
Balance at end of the quarter	**$**	**61,391**
ADDITIONAL PAID-IN CAPITAL		
Balance at beginning of the year	$	47,786
Stock-based compensation expense		**1,957**
Common stock issued under stock incentive plans		**2,840**
Net change in employee notes receivable		**(34)**
Balance at end of the quarter	**$**	**52,549**
RETAINED EARNINGS		
Balance at beginning of the year	$	591,706
Net earnings		**23,701**
Cash dividends declared		**(5,382)**
Balance at end of the quarter	**$**	**610,025**
ACCUMULATED OTHER COMPREHENSIVE INCOME		
Balance at beginning of the year	$	22,268
Foreign currency translation adjustments		**552**
Change in fair value of foreign currency cash flow hedges, net of taxes		**1,471**
Balance at end of the quarter	**$**	**24,291**
COST OF SHARES IN TREASURY		
Balance at beginning of the year	$	(244,066)
Repurchase of common stock for treasury (1,860,866 shares)		**(48,888)**
Issuance of treasury shares (2,053 shares)		**51**
Balance at end of the quarter	**$**	**(292,903)**
TOTAL STOCKHOLDERS' EQUITY AT END OF THE QUARTER	**$**	**455,353**

( ) - Denotes deduction

See notes to consolidated condensed financial statements

WOLVERINE WORLD WIDE, INC. AND SUBSIDIARIES

Consolidated Condensed Statements of Cash Flows
(Thousands of dollars)
(Unaudited)

	12 Weeks Ended	
	March 22, 2008	**March 24, 2007**
OPERATING ACTIVITIES		
Net earnings	**$ 23,701**	$ 22,289
Adjustments necessary to reconcile net earnings to net cash used in operating activities:		
Depreciation	**4,214**	4,399
Amortization	**412**	252
Deferred income taxes	**240**	(212)
Stock-based compensation expense	**1,957**	1,990
Excess tax benefits from stock-based compensation	**(751)**	(1,720)
Pension	**(1,865)**	(3,095)
Other	**3,952**	1,456
Changes in operating assets and liabilities:		
Accounts receivable	**(43,310)**	(46,926)
Inventories	**(22,296)**	(12,080)
Other assets	**(1,410)**	3,701
Accounts payable and other liabilities	**1,346**	6,899
Net cash used in operating activities	**(33,810)**	(23,047)
INVESTING ACTIVITIES		
Additions to property, plant and equipment	**(4,218)**	(4,197)
Other	**(1,288)**	(850)
Net cash used in investing activities	**(5,506)**	(5,047)
FINANCING ACTIVITIES		
Proceeds from long-term debt	**93,515**	2,723
Payments of long-term debt	**(33,412)**	(2,726)
Cash dividends paid	**(4,590)**	(4,143)
Purchase of common stock for treasury	**(48,888)**	(35,107)
Proceeds from shares issued under stock incentive plans	**1,940**	3,557
Excess tax benefits from stock-based compensation	**751**	1,720
Net cash provided by (used in) financing activities	**9,316**	(33,976)
Effect of foreign exchange rate changes	**1,397**	176
DECREASE IN CASH AND CASH EQUIVALENTS	**(28,603)**	(61,894)
Cash and cash equivalents at beginning of the period	**76,087**	124,663

CASH AND CASH EQUIVALENTS AT END OF THE PERIOD	**$ 47,484**	$ 62,769

( ) - Denotes reduction in cash and cash equivalents
See notes to consolidated condensed financial statements

Notes to Consolidated Condensed Financial Statements
March 22, 2008 and March 24, 2007

1. Summary of Significant Accounting Policies

NATURE OF OPERATIONS
Wolverine World Wide, Inc. (NYSE: WWW) is a leading designer, manufacturer and marketer of a broad line of quality casual shoes, performance outdoor footwear, apparel, work shoes and boots, and uniform shoes and boots. The Company's global portfolio of owned and licensed brands includes: Bates®, Cat® Footwear, Harley-Davidson® Footwear, Hush Puppies®, HyTest®, Merrell®, Patagonia® Footwear, Sebago®, Stanley® Footgear and Wolverine®. Apparel and licensing programs are utilized to extend the Company's owned brands into product categories beyond footwear. The Company also operates a retail division to showcase its brands and branded footwear and apparel from other manufacturers, a tannery that produces Wolverine Performance Leathers™ and a pigskin procurement operation.

BASIS OF PRESENTATION
The accompanying unaudited consolidated condensed financial statements have been prepared in accordance with accounting principles generally accepted in the United States for interim financial information and with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States for a complete presentation of the financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for fair presentation have been included in the accompanying financial statements. For further information, refer to the consolidated financial statements and footnotes included in the Company's Annual Report on Form 10-K for the fiscal year ended December 29, 2007.

REVENUE RECOGNITION
Revenue is recognized on the sale of products manufactured or sourced by the Company when the related goods have been shipped, legal title has passed to the customer and collectibility is reasonably assured. Revenue generated through programs with licensees and distributors involving products bearing the Company's trademarks is recognized as earned according to stated contractual terms upon either the purchase or shipment of branded products by licensees and distributors.

The Company records provisions against gross revenue for estimated stock returns and cash discounts in the period when the related revenue is recorded. These estimates are based on factors that include, but are not limited to, historical stock returns, historical discounts taken and analysis of credit memorandum activity.

COST OF PRODUCTS SOLD
Cost of products sold for the Company's operations include the actual product costs, including inbound freight charges, purchasing, sourcing, inspection and receiving costs. Warehousing costs are included in selling and administrative expenses.

SEASONALITY
The Company's business is subject to seasonal influences and has twelve weeks in each of the first three quarters and sixteen or seventeen weeks in the fourth quarter. Both factors can cause significant differences in revenue, earnings and cash flows from quarter to quarter; however, the differences have followed a consistent pattern in previous years.

RECLASSIFICATIONS
Certain prior period amounts on the consolidated condensed financial statements have been reclassified to conform to current period presentation. These reclassifications did not affect net earnings.

2. Earnings Per Share

The following table sets forth the computation of basic and diluted earnings per share:

	12 Weeks Ended	
	March 22, 2008	March 24, 2007
Weighted average shares outstanding	**50,367,721**	55,275,623
Adjustment for nonvested restricted common stock	**(585,001)**	(727,469)
Denominator for basic earnings per share	**49,782,720**	54,548,154
Effect of dilutive stock options	**1,287,644**	1,664,933
Adjustment for nonvested restricted common stock - treasury method	**422,936**	439,675
Denominator for diluted earnings per share	**51,493,300**	56,652,762

Options to purchase 1,015,579 shares of common stock at March 22, 2008 and 332,422 shares at March 24, 2007 have not been included in the denominator for the computation of diluted earnings per share because the related exercise prices were greater than the average market price for the period and, therefore, they were anti-dilutive.

3. Goodwill and Other Non-Amortizable Intangibles

The changes in the net carrying amounts of goodwill and trademarks are as follows (thousands of dollars):

	Goodwill	Trademarks	Total
Balance at March 24, 2007	$ 38,827	$ 8,506	$ 47,333
Intangibles acquired	-	430	430
Foreign currency translation effects	746	-	746
Balance at December 29, 2007	39,573	8,936	48,509
Foreign currency translation effects	**(276)**	**-**	**(276)**
Balance at March 22, 2008	**$ 39,297**	**$ 8,936**	**$ 48,233**

4. Comprehensive Income

Comprehensive income represents net earnings and any revenue, expenses, gains and losses that, under accounting principles generally accepted in the United States, are excluded from net earnings and recognized directly as a component of stockholders' equity.

The ending accumulated other comprehensive income is as follows (thousands of dollars):

	March 22, 2008	December 29, 2007	March 24, 2007
Foreign currency translation adjustments	**$ 35,986**	$ 35,433	$ 22,412
Foreign currency cash flow hedge adjustments, net of taxes	**(585)**	(2,005)	(897)
Pension adjustments, net of taxes	**(11,110)**	(11,110)	(16,819)
Accumulated other comprehensive income	**$ 24,291**	$ 22,268	$ 4,696

The reconciliation from net earnings to comprehensive income is as follows (thousands of dollars):

	12 Weeks Ended	
	March 22, 2008	March 24, 2007
Net earnings	**$ 23,701**	$ 22,289
Other comprehensive income:		
Foreign currency translation adjustments	**552**	622
Change in fair value of foreign currency cash flow hedges, net of taxes	**1,471**	151
Comprehensive income	**$ 25,724**	$ 23,062

5. Business Segments

The Company has one reportable segment that is engaged in manufacturing, sourcing, marketing, licensing and distributing branded footwear, apparel and accessories to the retail sector, including casual shoes, dress shoes, performance outdoor footwear, boots, uniform shoes, work shoes, and apparel and accessories. Revenue of this segment is derived from the sale of branded footwear and apparel to external customers as well as royalty income from the licensing of the Company's trademarks and brand names to licensees and distributors. The business units comprising the branded footwear, apparel and licensing segment manufacture or source, market and distribute products in a similar manner. Branded footwear, apparel and licensed products are distributed through wholesale channels and under licensing and distributor arrangements.

The other business units in the following table consist of the Company's retail, tannery and pigskin procurement operations. The Company operated 91 domestic retail stores and 20 consumer-direct Internet sites at March 22, 2008 that sell Company-manufactured and sourced products, as well as footwear and apparel manufactured by unaffiliated companies. The other business units distribute products through retail and wholesale channels.

There have been no material changes in the way the Company measures segment profits or in its basis of determining business segments.

Business segment information is as follows (thousands of dollars):

	Branded Footwear, Apparel and Licensing	Other Businesses	Corporate	Consolidated
	12 Weeks Ended March 22, 2008			
Revenue	**$ 267,249**	**$ 20,989**	**$ -**	**$ 288,238**
Intersegment revenue	**12,151**	**1,140**	**-**	**13,291**
Earnings (loss) before income taxes	**41,066**	**(887)**	**(4,540)**	**35,639**
Total assets	**510,379**	**53,323**	**114,471**	**678,173**
	12 Weeks Ended March 24, 2007			
Revenue	$ 261,914	$ 19,138	$ -	$ 281,052
Intersegment revenue	10,977	794	-	11,771
Earnings (loss) before income taxes	38,428	(1,276)	(3,636)	33,516
Total assets	476,349	51,881	141,391	669,621

6. Financial Instruments and Risk Management

The Company's financial instruments consist of cash and cash equivalents, accounts and notes receivable, accounts and notes payable and long-term debt. The Company's estimate of the fair values of these financial instruments approximates their carrying amounts at March 22, 2008. Fair value was determined using discounted cash flow analyses and current interest rates for similar instruments. The Company does not hold or issue financial instruments for trading purposes.

Effective December 30, 2007 (fiscal year 2008), the Company adopted the provisions of SFAS No. 157, *Fair Value Measurements* ("SFAS No. 157"), for financial assets and liabilities measured on a recurring basis. SFAS No. 157 applies to all financial assets and liabilities that are being measured and reported on a fair value basis and establishes a framework for measuring fair value of assets and liabilities and expands disclosures about fair value measurements. There was no impact to the Company's consolidated condensed financial statements as a result of the adoption of SFAS No. 157. As of March 22, 2008 and March 24, 2007, liabilities of $708,000 and $1,674,000, respectively, have been recognized for the fair value of the foreign exchange contracts. In accordance with SFAS No. 157, these liabilities fall within Level 2 of the fair value hierarchy. Level 2 represents financial instruments lacking quoted prices (unadjusted) from active market exchanges, including over-the-counter exchange-traded financial instruments. The prices for the financial instruments are determined using prices for recently traded financial instruments with similar underlying terms as well as directly or indirectly observable inputs. The Company did not have any additional assets or liabilities that were measured at fair value on a recurring basis at March 22, 2008.

The Company follows Statement of Financial Accounting Standards (SFAS) No. 133, *Accounting for Derivative Instruments and Hedging Activities,* as amended by SFAS Nos. 137 and 138, which requires that all derivative instruments be recorded on the consolidated condensed balance sheets at fair value and establishes criteria for designation and effectiveness of hedging relationships. The Company utilizes foreign currency forward exchange contracts to manage the volatility associated with foreign currency inventory purchases made by non-U.S. wholesale operations in the normal course of business. At March 22, 2008 and March 24, 2007, foreign exchange contracts with a notional value of $51,725,000 and $52,668,000, respectively, were outstanding to purchase U.S. dollars with maturities ranging up to 252 days. These contracts have been designated as cash flow hedges.

The fair value of the foreign currency forward exchange contracts represents the estimated receipts or payments necessary to terminate the contracts. Hedge effectiveness is evaluated by the hypothetical derivative method. Any hedge ineffectiveness is reported within the cost of products sold caption of the consolidated condensed statements of operations. Hedge ineffectiveness was not material to the consolidated condensed financial statements for the quarters ended March 22, 2008 and March 24, 2007. If, in the future, the foreign exchange contracts are determined to be ineffective hedges or terminated before their contractual termination dates, the Company would be required to reclassify into earnings all or a portion of the unrealized amounts related to the cash flow hedges that are currently included in accumulated other comprehensive income within stockholders' equity.

The Company does not generally require collateral or other security on trade accounts and notes receivable.

7. Stock-Based Compensation

The Company accounts for stock-based compensation in accordance with the fair value recognition provisions of SFAS No. 123(R), *Share-Based Payment*. The Company recognized compensation costs of $1,957,000 and related income tax benefits of $400,000 for its stock-based compensation plans in the statement of operations for the 12 weeks ended March 22, 2008. For the 12 weeks ended March 24, 2007, the Company recognized compensation costs of $1,990,000 and related income tax benefits of $560,000 for its stock-based compensation plans.

Stock-based compensation expense recognized in the consolidated condensed statements of operations for the 12 weeks ended March 22, 2008 and March 24, 2007 has been reduced for estimated forfeitures, as it is based on awards ultimately expected to vest. SFAS No. 123(R) requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. Forfeitures were estimated based on historical experience.

The Company estimated the fair value of employee stock options on the date of grant using the Black-Scholes model. The estimated weighted-average fair value for each option granted during the 12 weeks ended March 22, 2008 and March 24, 2007 was $5.60 and $6.89 per share, respectively, with the following weighted-average assumptions:

	12 Weeks Ended	
	March 22, 2008	March 24, 2007
Expected market price volatility (1)	**28.6%**	23.3%
Risk-free interest rate (2)	**2.4%**	4.8%
Dividend yield (3)	**1.6%**	1.4%
Expected term (4)	**4 years**	4 years

(1) Based on historical volatility of the Company's common stock. The expected volatility is based on the daily percentage change in the price of the stock over four years.
(2) Represents the U.S. Treasury yield curve in effect for the expected term of the option at the time of grant.
(3) Represents the Company's cash dividend yield for the expected term.
(4) Represents the period of time that options granted are expected to be outstanding. The Company determined that all employee groups exhibit similar exercise and post-vesting termination behavior to determine the expected term.

8. Pension Expense

A summary of net pension and Supplemental Executive Retirement Plan costs recognized by the Company is as follows (thousands of dollars):

	12 Weeks Ended	
	March 22, 2008	March 24, 2007
Service cost pertaining to benefits earned during the period	**$ (1,122)**	$ (1,141)
Interest cost on projected benefit obligations	**(2,634)**	(2,527)
Expected return on pension assets	**3,212**	3,251
Net amortization loss	**(916)**	(1,247)
Net pension cost	**$ (1,460)**	$ (1,664)

9. Litigation and Contingencies

The Company is involved in various environmental claims and other legal actions arising in the normal course of business. The environmental claims include sites where the Environmental Protection Agency has notified the Company that it is a potentially responsible party with respect to environmental remediation. These remediation claims are subject to ongoing environmental impact studies, assessment of remediation alternatives, allocation of costs between responsible parties and concurrence by regulatory authorities and have not yet advanced to a stage where the Company's liability is fixed. However, after taking into consideration legal counsel's evaluation of all actions and claims against the Company, management is currently of the opinion that their outcome will not have a material adverse effect on the Company's consolidated financial position or future results of operations.

The Company is involved in routine litigation incidental to its business and is a party to legal actions and claims, including, but not limited to, those related to employment and intellectual property. Some of the legal proceedings include claims for compensatory as well as punitive damages. While the final outcome of these matters cannot be predicted with certainty, considering, among other things, the meritorious legal defenses available and liabilities that have been recorded along with applicable insurance, it is currently the opinion of the Company's management that these items will not have a material adverse effect on the Company's financial condition or future results of operations.

Pursuant to certain of the Company's lease agreements, the Company has provided financial guarantees to third parties in the form of indemnification provisions. These provisions indemnify and reimburse third parties for costs, including but not limited to adverse judgments in lawsuits, taxes and operating costs. The terms of the guarantees are equal to the terms of the related lease agreements. The Company is not able to calculate the maximum potential amount of future payments it could be required to make under these guarantees, as the potential payment is dependent upon the occurrence of future unknown events.

The Company has future minimum royalty and advertising obligations due under the terms of certain licenses held by the Company. These minimum future obligations are as follows (thousands of dollars):

	2008	2009	2010	2011	2012	Thereafter
Minimum royalties	$ 1,062	$1,328	$1,544	$1,772	$1,825	$ 4,683
Minimum advertising	2,023	2,103	2,166	2,231	2,298	1,660

Minimum royalties are based on both fixed obligations and assumptions related to the consumer price index. Royalty obligations in excess of minimum requirements are based upon future sales levels. In accordance with these agreements, the Company incurred royalty expense of $685,000 and $934,000 for the first quarters of 2008 and 2007, respectively.

The terms of certain license agreements also require advertising expenditures based on the level of sales. In accordance with these agreements, the Company incurred advertising expense of $706,000 and $713,000 for the first quarters of 2008 and 2007, respectively.

10. New Accounting Standards

In March 2008, the Financial Accounting Standards Board (FASB) issued SFAS No. 161, *Disclosures about Derivative Instruments and Hedging Activities-an amendment of FASB Statement No. 133* ("SFAS No. 161"). SFAS No. 161 changes the disclosure requirements for derivative instruments and hedging activities. Entities are required to provide enhanced disclosures about how and why an entity uses derivative instruments, how the instruments are accounted for under SFAS No. 133 and its related interpretations, and how the instruments and related hedged items affect an entity's financial position, financial performance, and cash flows. The guidance in SFAS No. 161 is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008 (fiscal year 2009 for the Company). The Company is currently evaluating the potential impact of the adoption of SFAS No. 161 on its disclosures in the Company's consolidated condensed financial statements.

ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

OVERVIEW
Wolverine World Wide, Inc. (the "Company") continues to evolve from a leading global marketer of branded footwear into a multi-brand global marketer of footwear, apparel and accessories. The Company's vision is to market a portfolio of lifestyle brands which will: "Excite Consumers Around the World with Innovative Footwear and Apparel that Bring Style to Purpose." The Company intends to turn this vision into a reality by leading in innovation to achieve product/brand excellence, fielding the right team, delivering supply-chain excellence and improving operational efficiency, complementing its footwear brands with strong global apparel and accessories offerings and building a more substantial global consumer-direct footprint. The Company is focused on delivering its long-term financial objectives of achieving mid-to-upper single digit average annual revenue growth, annual double digit earnings per share increases, improved asset utilization and strong cash generation.

The following financial performance highlights of the first quarter of 2008 compared to the first quarter of 2007 reflect these strategies:

- Record revenue and earnings per share for the 23rd consecutive quarter.
- Revenue for the first quarter of 2008 of $288.2 million, a 2.6% increase over the first quarter of 2007 revenue of $281.1 million.
- Diluted earnings per share during the first quarter of 2008 grew to $.46 per share compared to $.39 per share for the same quarter in the prior year, an increase of 17.9%.
- Inventory levels were reduced by $7.9 million, a 4.0% reduction, in the first quarter of 2008 compared to the same quarter in the prior year resulting in an increase in annualized inventory turns from 3.6 turns in the first quarter of 2007 to 3.7 turns in the first quarter of 2008.
- The Company ended the first quarter of 2008 with $47.5 million of cash on hand and interest- bearing debt of $70.8 million.
- During the first quarter of 2008, the Company utilized $47.7 million of cash to repurchase 1.8 million shares of stock under its share repurchase program.
- The Company declared a quarterly cash dividend of $.11 per share in the first quarter of 2008, a 22.2% increase over the $.09 per share declared in the first quarter of 2007.

The following is a discussion of the Company's results of operations and liquidity and capital resources for the first quarter of 2008. This section should be read in conjunction with the consolidated condensed financial statements and notes.

Results of Operations - Comparison of the 12 Weeks Ended March 22, 2008 (2008 First Quarter) to the 12 Weeks Ended March 24, 2007 (2007 First Quarter)

Financial Summary - 2008 First Quarter Versus 2007 First Quarter

	2008		2007		Change	
	$	**%**	$	%	$	%
(Millions of dollars, except per share data)						
Revenue						
Branded footwear, apparel and licensing	**$ 267.2**	**92.7%**	$ 261.9	93.2%	$ 5.3	2.0%
Other business units	**21.0**	**7.3%**	19.2	6.8%	1.8	9.7%
Total revenue	**$ 288.2**	**100.0%**	$ 281.1	100.0%	$ 7.1	2.6%
Gross margin						
Branded footwear, apparel and licensing	**$ 114.3**	**42.8%**	$ 107.5	41.0%	$ 6.8	6.3%
Other business units	**7.3**	**34.7%**	6.5	34.1%	.8	11.8%
Total gross margin	**$ 121.6**	**42.2%**	$ 114.0	40.6%	$ 7.6	6.6%
Selling and administrative expenses	**$ 85.3**	**29.6%**	$ 81.3	28.9%	$ 4.0	4.9%
Interest (income) expense-net	**.1**	**.0%**	(.7)	(.2%)	.8	109.1%
Other (income) expense-net	**.6**	**.2%**	(.1)	(.1%)	.7	454.4%
Earnings before income taxes	**35.6**	**12.4%**	33.5	11.9%	2.1	6.3%
Net earnings	**23.7**	**8.2%**	22.3	7.9%	1.4	6.3%
Diluted earnings per share	**$ .46**		$ .39		$ .07	17.9%

The Company has one reportable segment that is engaged in manufacturing, sourcing, marketing, licensing and distributing branded footwear, apparel and accessories. Within the branded footwear, apparel and licensing segment, the Company has identified five operating units, consisting of the Outdoor Group (comprised of the Merrell® and Patagonia® Footwear brands), the Wolverine Footwear Group (comprised of the Wolverine®, HyTest®, Bates® and Stanley® Footgear brands and certain private label branded products), the Heritage Brands Group (comprised of the Cat® Footwear, Harley-Davidson® Footwear and Sebago® brands), The Hush Puppies Company and Other Branded Footwear. The Company's other business units consist of Wolverine Retail and Wolverine Leathers (comprised of the tannery and procurement operations). The following is supplemental information on total revenue:

Total Revenue - First Quarter

	2008		2007		Change	
	$	**%**	$	%	$	%
(Millions of dollars)						
Outdoor Group	**$ 107.4**	**37.3%**	$ 100.2	35.7%	$ 7.2	7.1%
Wolverine Footwear Group	**57.4**	**19.9%**	54.5	19.4%	2.9	5.4%
Heritage Brands Group	**57.4**	**19.9%**	60.1	21.4%	(2.7)	(4.4%)
The Hush Puppies Company	**42.0**	**14.5%**	44.5	15.8%	(2.5)	(5.7%)
Other Branded Footwear	**3.0**	**1.1%**	2.6	.9%	.4	16.3%
Total branded footwear, apparel and licensing revenue	**$ 267.2**	**92.7%**	$ 261.9	93.2%	$ 5.3	2.0%

Other business units		**21.0**	**7.3%**		19.2	6.8%	1.8	9.7%
Total revenue	**$**	**288.2**	**100.0%**	$	281.1	100.0%	$ 7.1	2.6%

REVENUE

Revenue of $288.2 million for the first quarter of 2008 exceeded the prior year first quarter revenue by $7.1 million. The impact of translating foreign denominated revenue to U.S. dollars increased revenue by $7.2 million. Increases in unit volume, changes in product mix and changes in selling price for the branded footwear, apparel and licensing operations as discussed below contributed $.7 million of the revenue increase. These increases were offset by $2.6 million due to the planned phase out of Hush Puppies® slippers, Stanley® Footgear and private label businesses. The other business units contributed $1.8 million to the increase. International revenue increased in the quarter to account for 40.1% of total revenue in 2008 as compared to 40.0% in 2007.

The Outdoor Group recorded revenue of $107.4 million for the first quarter of 2008, a $7.2 million increase over the first quarter of the prior year. The Merrell® footwear business accounted for $4.3 million of the increase over the prior year, as a result of strong footwear shipments, with particular strength in the multi-sport and women's casual categories. The Merrell® Apparel division, which launched in the second half of 2007, contributed $2.8 million in revenue during the first quarter of 2008. Patagonia® Footwear product contributed $.1 million to the increase in its second full year of operation.

The Wolverine Footwear Group recorded $57.4 million in revenue for the first quarter of 2008, a $2.9 million increase from the first quarter of 2007. The Wolverine® business realized a decrease in revenue of $2.3 million during the first quarter of 2008 compared to the first quarter of 2007, due primarily to a challenging retail environment. The Bates® uniform footwear business realized an increase in revenue of $6.8 million primarily due to the timing of U.S. Department of Defense contract shipments compared to the first quarter of the prior year. HyTest® contributed a revenue increase of $.7 million over the first quarter of 2007. The Stanley® Footgear and private label businesses realized a $2.3 million revenue decrease during the first quarter of 2008, compared to the first quarter of 2007, as a result of the planned phase out of these businesses.

The Heritage Brands Group experienced a $2.7 million decrease in revenue during the first quarter of 2008 compared to the first quarter of 2007. Cat® Footwear's revenue decreased a total of $1.5 million over the first quarter of 2007, reflecting difficult market conditions and slower trends in the international boot market. Harley-Davidson® Footwear revenue decreased $2.3 million in the quarter driven largely by the planned decline in the U.S. market due to the repositioning of the brand and resulting distribution channel modifications. The Sebago® brand experienced an increase in revenue of $1.1 million in the first quarter of 2008 as a result of strong product sell-through and a positive response to new higher price point product introductions.

The Hush Puppies Company recorded revenue of $42.0 million in the first quarter of 2008, a $2.5 million decrease from the first quarter of 2007. A strong revenue increase of $1.1 million was experienced by the international licensing business during the first quarter of 2008. The U.K. market offset the increase by $1.0 million due to the bankruptcy reorganization of two significant customers, which substantially impacted shipments in the quarter. Revenue for the U.S. market decreased $2.1 million from the first quarter of 2007 due to the internal reorganization of the SoftStyle® business. The Canadian market decreased $.3 million in the first quarter of 2008 as a result of limited shipping capacity in the Canadian distribution center. The remaining $.2 million decrease from the first quarter of 2007 is a result of the planned phase out of the slipper business.

Within the Company's other business units, Wolverine Retail reported a $1.4 million increase in revenue in comparison to the first quarter of 2007 as a result of a $.7 million increase in Internet revenues, partially offset by a $.1 million decrease in same-store revenues. The net addition of eight stores as compared to the prior year's first quarter contributed $.8 million to the revenue increase. Wolverine Retail operated 91 retail stores at the end of the first quarter of 2008 compared to 83 at the end of the first quarter of 2007. Revenue from the Wolverine® Leathers operation increased $.4 million in comparison to the first quarter of 2007 primarily due to increased demand for its suede products.

GROSS MARGIN

The gross margin of 42.2% for the first quarter of 2008 was a 160 basis point increase from the first quarter of 2007. Initial pricing margins generated by the brands contributed 70 basis points to the gross margin improvement. The positive impact of foreign currency, primarily in the continental European operations which operate with the Euro as their functional currency, contributed 50 basis points. An improved mix of higher margin goods being shipped in the branded footwear business contributed 40 basis points to the increase.

SELLING AND ADMINISTRATIVE EXPENSES

Selling and administrative expenses of $85.3 million for the first quarter of 2008 increased $4.0 million from $81.3 million for the first quarter of 2007. Continued investment in brand development through product, marketing and retail placement initiatives increased costs for the first quarter of 2008 by $3.0 million in comparison to the first quarter of 2007. The remaining increase related primarily to selling and distribution costs that vary with the increase in revenue.

INTEREST, OTHER & TAXES
The change in net interest (income) expense reflected increased working capital borrowings during the quarter.

The change in other (income) expense primarily related to the change in realized gains or losses on foreign denominated assets and liabilities.

The Company's effective tax rate was 33.5% for the first quarters of 2008 and 2007.

NET EARNINGS
As a result of the revenue, gross margin and expense changes discussed above, the Company achieved net earnings of $23.7 million for the first quarter of 2008 as compared to $22.3 million in the first quarter of 2007, an increase of $1.4 million.

LIQUIDITY AND CAPITAL RESOURCES

				Change from	
	March 22, 2008	December 29, 2007	March 24, 2007	December 29, 2007	March 24, 2007
(Millions of dollars)					
Cash and cash equivalents	**$ 47.5**	$ 76.1	$ 62.8	$ (28.6)	$ (15.3)
Accounts receivable	**223.3**	179.9	199.0	43.4	24.3
Inventories	**188.2**	165.9	196.1	22.3	(7.9)
Accounts payable	**45.4**	51.6	54.6	(6.2)	(9.2)
Accrued salaries and wages	**13.1**	18.5	11.1	(5.4)	2.0
Other accrued liabilities	**57.1**	41.9	54.8	15.2	2.3
Debt	**70.8**	10.7	21.5	60.1	49.3
Cash used in operating activities	**$ (33.8)**		$ (23.0)		$ (10.8)
Additions to property, plant and equipment	**4.2**		4.2		-
Depreciation and amortization	**4.6**		4.7		(.1)

The Company continued to strengthen its balance sheet in the first quarter of 2008. Cash of $65.7 million was used to fund working capital investments in the first quarter of 2008 compared to $48.4 million used in the first quarter of 2007. Inventory levels decreased 4.0% from the same quarter last year and annualized inventory turns increased from 3.6 turns to 3.7 turns. However, the change in inventory levels from year end had a negative impact on cash flows from operating activities when compared to prior year. Accounts receivable increased 12.2% on a 2.6% increase in revenue over the same quarter last year due to strong Spring shipments towards the end of the quarter. The allowance for bad debts and potential product returns was increased as a result of the increase in accounts receivable and revenue. No single customer accounted for more than 10% of the outstanding accounts receivable balance at March 22, 2008.

The decrease in accounts payable as compared to the first quarter of 2007 was primarily attributable to the decrease in inventory purchases from contract suppliers.

The majority of capital expenditures were for information system enhancements, consumer-direct initiatives, manufacturing equipment and building improvements. The Company leases machinery, equipment and certain warehouse, office and retail store space under operating lease agreements that expire at various dates through 2023.

The Company has a long-term revolving credit agreement that expires in July 2010 and allows for borrowings up to $150.0 million. The revolving credit facility is used to support working capital requirements. The amount outstanding under the revolving credit facility at March 22, 2008 was $60.1 million. No amount was outstanding at March 24, 2007. Proceeds from the existing credit facility along with cash flows from operations are expected to be sufficient to meet capital needs in the foreseeable future. Any excess cash flows from operating activities are expected to be used to purchase property, plant and equipment, pay down existing debt, fund internal and external growth initiatives, pay dividends or repurchase the Company's common stock.

The increase in debt at March 22, 2008 as compared to March 24, 2007 was the result of the outstanding balance under the long-term revolving credit agreement primarily due to the repurchase of the Company's stock, partially offset by annual principal payments on the Company's senior notes. The Company had commercial letter-of-credit facilities outstanding of $1.0 million and $2.9 million at March 22, 2008 and March 24, 2007, respectively. The total debt to total capital ratio for the Company was 13.5% at the end of the first quarter of 2008, 4.2% at the end of the first quarter of 2007 and 2.2% for the fiscal year ended December 29, 2007.

The Company's Board of Directors approved a common stock repurchase program on April 19, 2007. The program authorized the repurchase of 7.0 million shares of common stock over a 36-month period beginning on the effective date of the program. There were 1,817,081 shares ($26.22 average price paid per share) repurchased during the first quarter of 2008 under the program. As of March 22, 2008, there were 1,633,384 shares remaining for future repurchase under the April 19, 2007 program. The primary purpose of the stock repurchase program is to increase stockholder value. The Company intends to continue to repurchase shares of its common stock in open market or privately negotiated transactions, from time to time, depending upon market conditions and other factors. Additional information about stock repurchases is included in Part II, Item 2 of this Form 10-Q.

The Company declared dividends of $5.4 million in the first quarter of 2008, or $.11 per share. This represents a 22.2% increase over the $.09 per share declared in the first quarter of 2007. The quarterly dividend is payable on May 1, 2008 to stockholders of record on April 1, 2008.

Critical Accounting Policies

The preparation of the Company's consolidated condensed financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States, requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. On an ongoing basis, management evaluates these estimates. Estimates are based on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Historically, actual results have not been materially different from the Company's estimates. However, actual results may differ from these estimates under different assumptions or conditions.

The Company has identified the critical accounting policies used in determining estimates and assumptions in the amounts reported in its Management's Discussion and Analysis of Financial Condition and Results of Operations in its Annual Report on Form 10-K for the fiscal year ended December 29, 2007. Management believes there have been no changes in those critical accounting policies.

ITEM 3. Quantitative and Qualitative Disclosures about Market Risk

The information concerning quantitative and qualitative disclosures about market risk contained in the Company's Annual Report on Form 10-K for its fiscal year ended December 29, 2007, is incorporated herein by reference.

The Company faces market risk to the extent that changes in foreign currency exchange rates affect the Company's foreign assets, liabilities and inventory purchase commitments and to the extent that its long-term debt requirements are affected by changes in interest rates. The Company manages these risks by attempting to denominate contractual and other foreign arrangements in U.S. dollars and by maintaining a portion of its debt on a fixed-rate basis. The Company does not believe that there has been a material change in the nature of the Company's primary market risk exposures, including the categories of market risk to which the Company is exposed and the particular markets that present the primary risk of loss to the Company. As of the date of this Form 10-Q Quarterly Report, the Company does not know of or expect there to be any material change in the general nature of its primary market risk exposure in the near term.

The methods used by the Company to manage its primary market risk exposures, as described in the sections of its annual report incorporated herein by reference in response to this item, have not changed materially during the current year. As of the date of this Form 10-Q Quarterly Report, the Company does not expect to change its methods used to manage its market risk exposures in the near term. However, the Company may change those methods in the future to adapt to changes in circumstances or to implement new techniques.

The Company's market risk exposure is mainly comprised of its vulnerability to changes in foreign currency exchange rates and interest rates. Prevailing rates and rate relationships in the future will be primarily determined by market factors that are outside of the Company's control. All information provided in response to this item consists of forward-looking statements. Reference is made to the section captioned "Forward-Looking Statements" at the beginning of this document for a discussion of the limitations on the Company's responsibility for such statements. For purposes of this item, "near term" means a period of time going forward up to one year from the date of the financial statements.

Under the provisions of SFAS No. 133, *Accounting for Derivative Instruments and Hedging Activities*, as amended by SFAS Nos. 137 and 138, the Company is required to recognize all derivatives on the balance sheet at fair value. Derivatives that are not hedges must be adjusted to fair value through earnings. If a derivative is a hedge, depending on the nature of the hedge, changes in the fair value of derivatives are either offset against the change in fair value of the hedged assets, liabilities or firm commitments through earnings or recognized in accumulated other comprehensive income until the hedged item is recognized in earnings.

The Company conducts wholesale operations outside of the United States in Europe and Canada where the functional currencies are primarily the British pound, euro, and Canadian dollar. The Company utilizes foreign currency forward exchange contracts to manage the volatility associated with inventory purchases made by non-U.S. wholesale operations in foreign currencies in the normal course of business. At March 22, 2008 and March 24, 2007, the Company had outstanding forward currency exchange contracts to purchase $51.7 million and $52.7 million, respectively, U.S. dollars with maturities ranging up to 252 days.

The Company also faces market risk to the extent that its products are produced in countries where certain labor, overhead and raw material costs are paid in foreign currencies, including the Chinese yuan renminbi. As a result, changes in the foreign currency exchange rates of these currencies could cause increases in the price of products which the Company purchases primarily in U.S. dollars.

The Company also has production facilities in the Dominican Republic where financial statements are prepared in U.S. dollars as the functional currency; however, operating costs are paid in the local currency. Royalty revenue generated by the Company from certain third-party foreign licensees is calculated in the licensees' local currencies, but paid in U.S. dollars. Accordingly, the Company could be subject to related foreign currency remeasurement gains and losses in 2008 and beyond.

ITEM 4. Controls and Procedures

An evaluation was performed under the supervision and with the participation of the Company's management, including the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures. Based on and as of the time of such evaluation, the Company's management, including the Chief Executive Officer and Chief Financial Officer, concluded that the Company's disclosure controls and procedures, as defined in Securities Exchange Act Rule 13a-15(e), were effective as of the end of the period covered by this report. There have been no changes during the quarter ended March 22, 2008 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 2. Unregistered Sales of Equity Securities and Use of Proceeds

Issuer Purchases of Equity Securities

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs
Period 1 (December 30, 2007 to January 26, 2008)				
Common Stock Repurchase Program(1)	-	$ -	-	3,450,465
Employee Transactions(2)	-	-	-	-
Period 2 (January 27, 2008 to February 23, 2008)				
Common Stock Repurchase Program(1)	1,150,353	26.09	1,150,353	2,300,112
Employee Transactions(2)	132,645	26.30	-	-
Period 3 (February 24, 2008 to March 22, 2008)				
Common Stock Repurchase Program(1)	666,728	26.46	666,728	1,633,384
Employee Transactions(2)	4,372	26.42	-	-
Total for Quarter ended March 22, 2008				
Common Stock Repurchase Program(1)	1,817,081	$ 26.22	1,817,081	1,633,384
Employee Transactions(2)	137,017	26.30	-	-

(1) The Company's Board of Directors approved a common stock repurchase program on April 19, 2007. This program authorized the repurchase of 7.0 million shares of common stock over a 36-month period, commencing on the effective date of the program. All shares repurchased during the period covered by this report were purchased under publicly announced programs.

(2) Employee transactions include: (1) shares delivered or attested in satisfaction of the exercise price and/or tax withholding obligations by holders of employee stock options who exercised options and (2) restricted shares withheld to offset tax withholding that occurs upon vesting of restricted shares. The Company's employee stock compensation plans provide that the value of the shares delivered or attested to, or withheld, shall be the closing price of the Company's common stock on the date the relevant transaction occurs.

ITEM 6. Exhibits

The following documents are filed as exhibits to this report on Form 10-Q:

Exhibit Number	Document
3.1	Restated Certificate of Incorporation. Previously filed as Exhibit 3.1 to the Company's Annual Report on Form 10-K for the year ended December 30, 2006. Here incorporated by reference.
3.2	Amended and Restated Bylaws. Previously filed as Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q for the period ended September 8, 2007. Here incorporated by reference.
10.1	Separation Agreement Between Blake W. Krueger and the Company (providing rights and obligations in the event of termination of Mr. Krueger's employment other than termination by the Company for cause or termination by Mr. Krueger for other than good reason).*
10.2	Wolverine World Wide, Inc. Supplemental Executive Retirement Plan and 409A Supplemental Executive Retirement Plan Participation Agreement with Mr. Krueger.*
10.3	Form of Indemnification Agreement.* The Company has entered into an Indemnification Agreement with each Director and Executive Officer. Previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on April 25, 2007. Here incorporated by reference.
31.1	Certification of President and Chief Executive Officer under Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Executive Vice President, Chief Financial Officer and Treasurer under Section 302 of the Sarbanes-Oxley Act of 2002.
32	Certification pursuant to 18 U.S.C. §1350.

*Management contract of compensatory plan or arrangement.

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 thereunto duly authorized.

WOLVERINE WORLD WIDE, INC.
AND SUBSIDIARIES

May 1, 2008	/s/ Blake W. Krueger
Date	Blake W. Krueger Chief Executive Officer and President (Duly Authorized Signatory for Registrant)
May 1, 2008	/s/ Stephen L. Gulis, Jr.
Date	Stephen L. Gulis, Jr. Executive Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer and Duly Authorized Signatory for Registrant)

EXHIBIT INDEX

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*Management contract of compensatory plan or arrangement.

EXHIBIT 10.1

BLAKE W. KRUEGER
SEPARATION AGREEMENT

This Separation Agreement (this "Agreement") is made and entered into as of this 13th day of March 2008, by and between Wolverine World Wide, Inc., a Delaware corporation (the "Company"), and Blake W. Krueger ("Executive").

RECITALS

A. The Company's Board of Directors (the "Board") has determined that it is fair and reasonable as to the Company and its shareholders, and in the best interests of the Company to provide Executive with added security in his employment.

B. In order to induce Executive to remain in its employ, the Company has entered into this Agreement with Executive.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Executive agree as set forth below.

1. **TERMINATION OF EXECUTIVE OTHER THAN FOR CAUSE.** If the Company terminates Executive's employment with the Company at any time other than for Cause or if the Executive terminates Executive's employment with the Company for Good Reason at any time prior to two years following the initial existence of Good Reason, then the Company shall pay Executive the following (the "Termination Amounts"):

1.1. All accrued and unpaid base salary payable to Executive by the Company for services rendered through the termination date, payable in a lump sum payment on the termination date.

1.2. A separation payment equal to the Executive's base monthly salary as of the termination date multiplied by eighteen (18) (the "Separation Payment"), less applicable tax and other withholdings required by law. The Company will pay the Separation Payment in one lump sum payment within three (3) business days of the termination date. If (1) the Company's Board of Directors waive the Competitive Activity covenant in Section 16 of the Wolverine World Wide, Inc. Supplemental Executive Retirement Plan as provided for under Section 1.6 of this Agreement, and (2) the Executive begins new employment with a Competing Business within eighteen (18) months following the termination date, then for each month during such eighteen (18) month period when Executive is employed with a Competing Business, the Executive will repay to the Company the salary paid to Executive by the Competing Business in such month up to (but not exceeding) one-eighteenth of the Separation Payment less applicable tax and other withholdings required by law. For purposes of this provision, a "Competing Business" is (1) any of the fourteen companies included within the Company's "Peer Group" as defined and set forth in the Company's three year plan prior to the termination date, and (2) any business that is a direct competitor of a core business of the Company.

1.3. The Executive shall receive an Incentive Bonus payment under each Executive Short-Term Incentive Plan (Annual Bonus Plan) in which the Executive was participating on the termination date. The Company shall calculate and pay each Incentive Bonus according to the terms of the distribution provisions for retirement under the Annual Bonus Plans. For purposes of each such calculation, the retirement date shall be the Executive's termination date. By way of example only, if the Executive ceases to be a Participant (as defined in the Annual Bonus Plan) before the end of any fiscal year an award shall be paid to the Executive after the end of such fiscal year prorated as follows: the award, if any, for such fiscal year shall be equal to 100% of the Incentive Bonus that the Executive would have received if the Executive had been a Participant during the entire fiscal year, multiplied by the ratio of the Executive's full months as a Participant during that fiscal year to the 12 months in that fiscal year. The terms of each such Annual Bonus Plan shall control the calculation and distribution of each Incentive Bonus; provided, however, that the Executive's Incentive Bonus calculated under the Annual Bonus Plan shall not be reduced or eliminated and the requirement that the Executive shall have been a Participant for more than 6 months during a fiscal year before he may receive an Incentive Bonus for the year is hereby waived. In addition, the Company shall make a payment for the MBO component of the Executive's annual bonus by multiplying the MBO component (calculated as the Personal Goals percentage of the Executive's Target Annual Goals multiplied by the Bonus Opportunity for the Executive multiplied by the Executive's base salary amount) by 135% and then multiplying that amount by the same fraction determined by Section 1.3(2) above. By way of example only, if the Executive's Bonus Opportunity is 60%, his Personal Goals percentage 20%, and his base salary $700,000, then his MBO component would be 0.60 x 0.20 x $700,000 x 1.35 = $113,400, which would then be multiplied by the ratio of the Executive's full months prior to termination during the fiscal year to the 12 months in that fiscal year. The Incentive Bonus payment and the MBO component payment shall be made less applicable tax and other withholdings required by law.

In addition, if the Executive's termination date is prior to the date on which the Company will pay an Incentive Bonus under the Annual Bonus Plan for the fiscal year performance period prior to the fiscal year of termination, the Company also shall pay the Executive 100% of his Incentive Bonus for that prior fiscal year performance period as set forth in Section 6.2(a) of the Annual Bonus Plan plus the MBO component, less applicable tax and other withholdings required by law. For purposes of Section 6.2(b) of the Annual Bonus Plan, the Executive shall have retired under Section 6.2(a) of the Annual Bonus Plan.

The Company shall pay any amounts the Executive will receive under this Section 1.3 no later than the earlier of the date employees generally are paid such Incentive Bonus or the 15th day of the third month following the end of the fiscal year in which the termination date falls, and the payments shall be made less applicable tax and other withholdings required by law.

1.4. The Executive shall receive an Incentive Bonus payment for each uncompleted 3-year period under each Executive Long-Term Incentive Plan (3-Year Bonus Plan) in which the Executive was participating on the termination date. The payment for each uncompleted 3-year period under each 3-Year Bonus Plan shall be calculated and paid according to the terms of the distribution provisions for early retirement under the applicable 3-Year Bonus Plan. For purposes of each such calculation, the "retirement" date shall be the Executive's termination date. By way of example only, if the Executive ceases to be a Participant (as defined in the 3-Year Bonus Plan) under any 3-Year Bonus Plan before the end of any 3-year period an award shall be paid to the Executive after the end of such 3-year period prorated as follows: the award, if any, for such 3-year period shall be equal to 100% of the Incentive Bonus that the Executive would have received if the Executive had been a Participant (as defined in the 3-Year Bonus Plan) under the 3-Year Bonus Plan during the entire 3-year period, multiplied by the ratio of the Executive's full months as a Participant during that 3-year period to the total number of months in that 3-year period. The terms of each such 3-Year Bonus Plan shall control the calculation and distribution of each Incentive Bonus; provided, however, that the Executive's Incentive Bonus calculated under the 3-Year Bonus Plan shall not be reduced or eliminated and the requirement that the Executive shall have been a Participant for more than 12 months during a performance period before he may receive an Incentive Bonus for the period is hereby waived.

In addition, if the Executive's termination date is prior to the date on which the Company pays an Incentive Bonus under a 3-Year Bonus Plan for any completed 3-year period, the Company shall also pay the Executive 100% of his Incentive Bonus for that completed 3-year performance period as set forth in Section 6.2(a) of the 3-Year Bonus Plan. For purposes of Section 6.2(b) of the 3-Year Bonus Plan, the Executive shall have retired under Section 6.2(a) of the 3-Year Bonus Plan.

The Company shall pay any amounts the Executive will receive under this Section 1.4 no later than the earlier of the date employees generally are paid such Incentive Bonus or the 15th day of the third month following the end of the fiscal year in which the termination date falls, and the payments shall be made less applicable tax and other withholdings required by law.

1.5. The Executive and his spouse and dependents will be eligible for retiree medical benefits to the extent the Company offers retiree medical benefits as of the termination date, as if the Executive retired on the termination date. The Executive shall be obligated to pay the premium for such retiree medical benefits for as long as the Executive continues such benefits; provided, however, that for a period starting on the day after the termination date and ending on the last day of the eighteenth (18th) month following the month in which the termination date falls the Executive's obligation to pay the premium shall be reduced by the amount that the Company will pay toward such coverage, which amount shall be equal to the amount of the medical coverage premiums paid on behalf of the Executive by the Company as of the termination date. In the event the Company does not offer retiree medical benefits as of the termination date or the Executive determines that he does not desire, at that time, to participate in the retiree plan, (a) the Executive and his spouse and dependants will be eligible for continued health care coverage, as permitted under the federal Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), provided the Executive timely elects pursuant to COBRA to continue receiving any group medical coverage and/or dental coverage; (b) the Company agrees to pay for the Executive's COBRA coverage following the termination date, for a period ending on the last day of the eighteenth (18th) month following the month in which the termination date falls; (c) the Company's obligation to pay for the Executive's COBRA coverage, however, shall be reduced by the amount that the Executive must pay toward such coverage, which shall be equal to the amount of the Executive's medical and/or dental coverage premiums as of the termination date; (d) the Executive will be required to pay his COBRA contributions directly to the Company's COBRA administrator each month; (e) at the end of the last day of the eighteenth (18^{th}) month, any continuing COBRA coverage shall be at the Executive's sole election and expense; (f) to the extent that the Executive begins new employment on or before the end of the last day of the eighteenth (18^{th}) month COBRA continuation period, the Executive shall immediately notify the Company of such employment; (g) in the event Executive becomes eligible for health care coverage through a new employer (without any pre-existing condition exclusions), the Executive shall either elect such coverage or pay the full COBRA premium amount under the Company plan; and (h) upon the Executive electing such coverage, the Company's obligation to pay for COBRA coverage shall immediately cease.

The Company may substitute for its current health insurance plan and retiree medical insurance plan such coverage and employee contribution requirements as are then being furnished by the Company to its similarly situated active employees.

1.6. If the Company does not provide written notice to the Executive whereby the Company completely waives and releases the Executive from the Competitive Activity covenant set forth in Section 6.2 of the Wolverine World Wide, Inc. Supplemental Executive Retirement Plan ("SERP") and any other non-compete or non-solicitation covenants applicable to the Executive now or at any time in the future within forty-five (45) days of the termination date, then the Company shall pay the Executive an additional amount equal to his base monthly salary as of the termination date multiplied by thirty-six (36) in a lump sum, less applicable tax and other withholdings required by law, within fifty (50) days of the termination date. This Section 1.6 shall be in effect through and shall terminate at the earlier of (1) the Executive's voluntary termination of employment not for "good reason" or the termination of the Executive's employment for "cause," (2) the delivery of notice to the Executive waiving and releasing him from the Competitive Activity covenant set forth in Section 6.2 of the SERP, (3) the payment of the lump sum amount in lieu of providing the waiver and release, or (4) 11:59 pm on the Executive's 60^{th} birthday if the Executive is employed by the Company on that date, after which this Section 1.6 shall no longer be in force and neither the Company nor the Executive shall have any obligations or benefits under this Section 1.6.

1.7. The Executive will not be eligible for any stock awards or any other awards or grants of stock incentives after the termination date. Any restricted stock or restricted stock units or similar awards for which the restrictions have not lapsed by the termination date will have the restrictions lapse on the termination date in accordance with the governing "retirement" or "Acceleration Event" provision associated with the award, whichever is more favorable to the Executive. Any options or stock appreciation rights or other similar awards the Executive has as of the termination date will immediately vest on the termination date in accordance with the governing "retirement" or "Acceleration Event" provision associated with the award, whichever is more favorable to the Executive, and be exercisable during the remaining term.

1.8. The Company will pay for outplacement assistance for the Executive through Right Management using the Professional Management Program for Senior Managers and Directors or the equivalent program available at the Executive's termination date (or, in the event Right Management is unwilling or unable to provide such outplacement assistance, a program of similar content and quality offered through a comparable vendor) in a lump sum on the termination date equal to a period of twelve (12) months of such outplacement assistance.

2. **TERMINATION FOR CAUSE.** For purposes of this Agreement, termination for "Cause" shall mean termination by reason of:

2.1. Any act or omission knowingly undertaken or omitted by the Executive with the intent of causing material damage to the Company, its properties, assets or business;

2.2. Any intentional act of the Executive involving fraud, misappropriation or embezzlement, that causes material damage to the properties, assets, or funds of the Company or any of its subsidiaries;

2.3. The Executive's repeated willful failure to substantially perform any of the significant duties as reasonably directed by the Board of Directors of the Company;

2.4. The Executive's conviction (including any plea of guilty or *nolo contendere*) of any criminal act that (a) results in the Executive serving prison time and not being able to perform the normal duties of his position for more than thirty (30) days; or (b) causes material damage to the Company, its properties, assets or business; or

2.5. The chronic or habitual use or consumption of drugs or alcoholic beverages that causes material damage to the Company, its properties, assets or business.

Notwithstanding the foregoing, the Executive shall not be deemed to have been terminated for Cause unless and until the Company (1) provides the Executive with a notice from the Board specifying the grounds for a termination for cause (and in the case of grounds arising under Section 2.3, providing an opportunity to cure the conduct if such conduct is curable within thirty (30) days), and (2) a copy of a resolution adopted by an affirmative vote of not less than a majority of the independent directors of the Board at a meeting of the Board called and held for the purpose (after notice to the Executive and an opportunity for the Executive, with counsel, to be heard before the Board), finding that in the good faith opinion of the majority of the independent directors of the Board the Executive has been guilty of conduct set forth in Sections (2.1), (2.2), (2.3), (2.4) or (2.5) above, setting forth the particulars in detail. A determination of Cause by the Board shall not be binding upon or entitled to deference by any finder of fact in the event of a dispute, it being the intent of the parties that such finder of fact shall make an independent determination of whether the termination was for "Cause" as defined above.

3. **GOOD REASON.** For purposes of this Agreement, "Good Reason" shall mean any of the following without the consent of the Executive:

3.1. a material diminution in Executive's base compensation, which includes base salary reduction and/or changes which adversely affect Executive's participation in or opportunities under bonus plans or stock award programs of the Company and its subsidiaries (other than these implemented for the executive team as a whole);

3.2. a material diminution in Executive's authority, duties, or responsibilities;

3.3. a requirement that Executive report to a Company officer or employee instead of reporting directly to the Board; or

3.4. a material change in the geographic location at which Executive must perform the services (not including a change in geographic location of the Company's headquarters and a majority of the other members of the Company's executive team).

Notwithstanding the foregoing, Good Reason shall not be deemed to exist unless and until the Executive provides the Company with a notice specifying the grounds for Good Reason within a period not to exceed ninety (90) days of the initial existence of the condition of Good Reason (and providing an opportunity to cure the conduct within thirty (30) days thereafter).

4. **NO MITIGATION OR OFFSET.** Payment of any sum under this Agreement shall not be subject to any claim of mitigation nor shall the Company be entitled to any right of offset with respect thereto.

5. **GENERAL RELEASE.** Upon payment of all the Termination Amounts described above, Executive shall execute and deliver a Release Agreement in the form attached hereto as Exhibit A to the Company. If the Executive exercises his right to revoke the Release Agreement as set forth in Section 9 of the Release Agreement, he shall not be entitled to receive any of the Termination Amounts.

6. **GENERAL PROVISIONS.**

6.1. **NOTICES.** All notices, requirements, requests, demands, claims or other communications hereunder shall be in writing. Any notice, requirement, request, demand, claim or other communication hereunder shall be deemed duly given (i) if personally delivered, when so delivered, (ii) if mailed, two (2) business days after having been sent by registered or certified mail, return-receipt requested, postage prepaid and addressed to the intended recipient as set forth below, or (iii) if sent through an overnight delivery service under circumstances by which such service guarantees next day delivery, the date following the date so sent:

If to the Company, to:	Wolverine World Wide, Inc. 9341 Courtland Drive Rockford, MI 49351 Attn: General Counsel
If to Executive, to:	Blake W. Krueger Executive's Home Address on File with the Company's Human Resources Department

Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.

6.2. **ASSIGNMENT.** This Agreement and the benefits hereunder are personal to Executive and are not assignable or transferable except by the law of descent and distribution. The Company may not assign this Agreement to any person, firm or company; provided however, that this Agreement and the benefits hereunder may be assigned by the Company to any corporation into which the Company may be merged or consolidated, and this Agreement and the benefits hereunder will automatically be deemed assigned to any such corporation.

6.3. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the Executive and the Company with respect to the subject matter of this Agreement, and supersedes and cancels any and all previous written or oral negotiations, commitments, understandings, agreements and any other writings or communications in respect of such subject matter. Notwithstanding the foregoing, this Agreement is separate from and does not supersede or cancel the Wolverine World Wide, Inc. Executive Severance Agreement between the Company and Executive dated April 17, 2007, as amended (the "Executive Severance Agreement").

6.4. **AMENDMENTS.** This Agreement may be modified, amended, superseded or terminated only by a writing duly signed by both parties.

6.5. **SEVERABILITY.** Any provision of this Agreement which is held invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

6.6 **NO WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not operate or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of either party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or to deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

6.7. **BINDING EFFECT.** Subject to the provisions of Section 6.2, this Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their permitted assigns, successors and legal representatives.

6.8. **COUNTERPARTS.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same document.

6.9. **GOVERNING LAW.** This Agreement has been negotiated and entered into in the State of Michigan and shall be construed in accordance with the laws of the State of

Michigan. The Company and the Executive irrevocably agree and consent to the exclusive jurisdiction of the Circuit Court for Kent County, Michigan for the resolution of claims, disputes and controversies under this Agreement.

6.10 **ATTORNEY'S FEES.** If any contest or dispute shall arise under or related to this Agreement involving the failure or refusal of the Company to perform fully in accordance with the terms hereof, the Company shall reimburse Executive, on a current basis, for all legal fees and expenses, if any, incurred by Executive in connection with such contest or dispute regardless of the result thereof.

6.11. **OTHER ARRANGEMENTS.** Notwithstanding anything herein to the contrary, the rights of, and benefits payable to, Executive, his/her estate, or his/her beneficiaries pursuant to this Agreement are in addition to any rights of, or benefits payable to, Executive, his/her estate, or his/her beneficiaries under any other employee benefit plan or compensation program of the Company, except that no benefits pursuant to any other employee plan or compensation program that become payable or are paid in accordance with this Agreement shall be duplicated by operation of this Agreement.

[SIGNATURE BLOCK ON NEXT PAGE]

IN WITNESS WHEREOF, the Company has caused this Separation Agreement to be executed on its behalf by its duly authorized officer and Executive has executed the same as of the day and year first above written.

WOLVERINE WORLD WIDE, INC.

By: /s/ David T. Kollat

Title: Lead Director

EXECUTIVE

/s/ Blake W. Krueger

Blake W. Krueger

EXHIBIT A

Release

BLAKE W. KRUEGER
RELEASE AGREEMENT

This Release Agreement (the "Agreement") is entered into by and between Wolverine World Wide, Inc. ("Company") and Blake W. Krueger (the "Executive"). The Company and the Executive agree as follows regarding the conclusion of Executive's employment with the Company.

1. **CONCLUSION OF EMPLOYMENT**. Effective as of [___________], (the "Termination Date"), the Executive hereby voluntarily resigns his position as President and Chief Executive Officer, and from all other offices which he holds at the Company or any of its affiliates or subsidiaries. All benefits not expressly addressed in this Agreement or which the Company is not obligated by applicable law to continue beyond the Termination Date, shall cease as of the Termination Date.

2. **EXECUTIVE'S PAYMENT**. Subject to the Executive fulfilling all of his obligations under this Agreement, the Company will pay the Executive the amounts and provide the benefits required under the Separation Agreement with the Company dated [_____] (the "Separation Agreement").

3. **FUTURE COMMUNICATIONS**. Should inquiries be made of the Company regarding the Executive's employment by the Company, the Company will limit the information it releases to the dates of his employment and the positions held, except to the extent it is otherwise required by law to release information regarding his employment.

4. **NON-DISPARAGEMENT**. The Executive shall not make disparaging remarks about the Company, its management or its operation in any conversation, correspondence or other communications with any Executives of the Company, its customers, vendors, suppliers or with the general public. The Executive understands and agrees that the commitment in this Section is a significant and material provision of this Agreement, and that the Company shall be entitled to immediately stop making any payments under this Agreement should the Executive fail to comply with this provision or any other provision of this Agreement.

5. **RETURN OF PROPERTY**. All documents, including memoranda, notes, records, reports, photographs, drawings, plans, papers, or other documents, samples or analyses, or electronically stored information, whether or not they contain Confidential Information, are the property of the Company and must be returned to the Company on or before the Termination Date. The Executive shall return to the Company all of its property in his possession, including, but not limited to, keys, office equipment, credit cards, personal computers, files, correspondence, customer lists, business notes, documents and all other materials relating to the Company's business on or before the Termination Date. The Executive agrees not to keep photocopies, facsimiles or electronically stored forms of any Company materials.

6. **INTERPRETATION BY COURT**. If any provision of this Agreement as applied to the Company or Executive or to any circumstance shall be adjudged by a court of competent jurisdiction to be invalid or unenforceable, that provision and determination shall in no way affect any other provision of this Agreement, the application of such provision in any other circumstances, or the validity or enforceability of this Agreement. The Company and the Executive agree that the provisions of this Agreement are reasonable and they intend this Agreement to be enforced as written. If, however, any provision, or part any part of a provision

is held to be unenforceable because of its duration or the types of activities restricted by it, all parties agree that a Court of competent jurisdiction making such determination shall have and should exercise the power to (1) reduce the duration of the provision or types of activities restricted to the maximum duration permitted by applicable law; (2) delete specific words or phrases; and (3) enforce the provision in its reduced form.

7. **WAIVER AND RELEASE**. In consideration of the payments and benefits set forth herein, Executive hereby releases, waives, and forever discharges the Company and each of its affiliates, operating divisions, officers, directors, shareholders, Executives, agents, professionals, and other representatives from all claims, demands, obligations, damages, and liabilities of every kind and nature and form all actions and causes of action which Executive may now have or may have or maintain hereafter against any of them whether in law, or in equity, known or unknown, arising in any way out of Executive's employment with the Company.

(a) **INCLUDED STATUTES**. This Release and Waiver includes but is not limited to, any and all claims, including claims arising under the Civil Rights Act of 1964, the Executive Retirement Income Security Act, the Americans with Disabilities Act, the Family & Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, Michigan's Elliot-Larsen Civil Rights Act, the Michigan Persons With Disabilities Civil Rights Act, and all other relevant local, state and federal statutes.

(b) **INCLUDED CLAIMS**. This Agreement also includes, but is not limited to, all claims for past due or future wages, severance pay, bonuses, vacation pay, medical insurance, life or disability insurance, and other benefits (except vested retirement benefits) and all claims for violation of any express or implied agreement, written or verbal, that occurred before the execution of this Agreement, or for any violation of any common law duty or statute.

(c) **EXCLUDED CLAIMS.** Executive does not waive rights or claims that may arise after the Effective Date of this Agreement. This waiver and release shall not constitute a waiver or release by the Executive of any of his rights to file a discrimination complaint/charge with any local, state, or federal agency.

(d) **EXCEPTIONS TO RELEASE.** This release shall not constitute a waiver or release by the Executive of his entitlement to any payments or benefits described in this Agreement, the Separation Agreement or any other contract, agreement or plan in which Executive participates or pursuant to which Executive is entitled to any benefits including, without limitation, the Wolverine World Wide, Inc. Supplemental Executive Retirement Plan or any right by the Executive to be indemnified by the Company as provided by statute, the Company's By-Laws, or any Directors and Officers liability insurance policy maintained by the Company for any acts or omissions during the term of his employment to the same extent he would have had the right to be indemnified absent this release.

8. **OPPORTUNITY FOR REVIEW AND CONSULTATION**. The Executive acknowledges having read this Agreement and understands all of its provisions. The Executive knowingly and voluntarily agrees to all of the terms and provisions of this Agreement. The Executive acknowledges that he has had twenty-one (21) days to enter into this Agreement. If this Agreement was executed prior to the expiration of the twenty-one (21) day deliberation period, the Executive warrants such execution was voluntary and without coercion by the Company. The Company encourages Executive to consult with an attorney regarding this Agreement. The Executive acknowledges that he has either consulted with an attorney regarding this Agreement or has intentionally chosen not to exercise the right to do so.

9. **REVOCATION PERIOD.** Executive has seven (7) days after signing this Agreement to revoke the Agreement and the Agreement will not be effective until that revocation period has expired ("Effective Date.") Notice of revocation shall be in a signed document delivered to the Company's General Counsel before the expiration of the revocation period.

10. **DISCLOSURES AND SUBPOENA.** The Executive agrees that the Executive will not, directly or indirectly, and without the Company's prior written consent, voluntarily provide information, documents, or statements to any entity or person, including current or former Executives of the Company (except the Executive's counsel, tax preparer, and immediate family) regarding: (a) any other person's employment with, or termination of employment from, the Company; or (b) any information or documents concerning the Company. In the event that a subpoena or other lawful process is properly served upon the Executive requiring production or disclosure of information or documents concerning the foregoing matters, the Executive shall promptly notify the Company, in accordance with the Notices provisions detailed herein, and shall provide it with copies of any subpoena or other process served upon the Executive. The Executive shall thereafter make such documents available to the Company for inspection and copying at a reasonable time and place designated by the Company prior to their production. In the event that the subpoena or other process requires testimony or statements from the Executive, the Executive agrees to meet, telephonically or in person, with attorneys or agents designated by the Company, at a reasonable time and place designated by the Company and prior to giving the testimony or the production of documents, for the purpose of discussing the same. Nothing herein shall give the Company the right to control or dictate the content of any testimony given by the Executive, or any documents produced by the Executive pursuant to subpoena or other lawful process. It is understood that the Executive shall provide all information lawfully required of the Executive, but shall not waive any matters of attorney-client privilege without the Company's express consent. In the event that the Company requires any information or testimony from the Executive in connection with any claim made against the Company, or any claims made by the Company against persons or entities not party to this Agreement, the Executive agrees to cooperate fully with and without cost to the Company, including: (a) appearing at any deposition, trial, hearing or arbitration; (b) meeting telephonically or in person with attorneys or agents designated by the Company, at a reasonable time and place designated by the Company and prior to the giving of testimony, for the purpose of discussing such testimony; and (c) providing the Company with any relevant documentation in the Executive's custody, control or possession. The Company will, however, pay for or reimburse the Executive for any reasonable expenses, not including attorneys fees, he incurs in connection with such cooperation provided that the Company has agreed in advance to such expenses.

11. **FUTURE COOPERATION.** The Executive agrees that, in the future, he will cooperate with the Company and will execute such documents that the Company requests in order to fulfill his obligations hereunder.

12. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Michigan. The Company and the Executive irrevocably agree and consent to the exclusive jurisdiction of the Circuit Court for Kent County, Michigan for the resolution of claims, disputes and controversies under this Agreement.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Executive and the Company with respect to the subject matter of this Agreement and supersedes all earlier agreements and understandings, oral and written, between the parties other than the Separation Agreement.

WOLVERINE WORLD WIDE, INC.

By: ______________________________

EXECUTIVE

____

Blake W. Krueger

EXHIBIT 10.2

WOLVERINE WORLD WIDE, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN AND
409A SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
PARTICIPATION AGREEMENT

BLAKE W. KRUEGER ("Employee") previously has been designated by WOLVERINE WORLD WIDE, INC. ("Employer") as a Participant in the Wolverine World Wide, Inc. Supplemental Executive Retirement Plan ("SERP Plan") and in the Wolverine World Wide, Inc. 409A Supplemental Executive Retirement Plan ("409A SERP Plan"). Employer and Employee have signed this Agreement to amend Employee's Participant status. Therefore, Employer and Employee agree as follows:

1. Participation Date. Employee became a Participant in the 409A SERP Plan effective January 1, 2005, and became a participant in the SERP Plan effective January 1, 1996. Employee has been and agrees to continue to be bound by the provisions of the SERP Plan and the 409A Plan. Employee and Employer agree it is a material condition of this Participation Agreement that the Employer adopt a plan document for the 409A SERP no later than December 31, 2008, that provides the Employee with at least the benefits he would receive under the SERP, except to the extent such benefits must be reduced as required by Internal Revenue Code Section 409A and any other applicable laws and regulations. Effective January 1, 2005, and continuing until the adoption of a plan document for the 409A SERP, the terms of the 409A SERP shall be the terms of the SERP, modified as required by Internal Revenue Code Section 409A or as approved by the Board of Directors.

2. Years of Service. Employee's commencement date for purposes of computing Years of Service under the SERP Plan and the 409A SERP Plan is April 27, 1993. Employee also has been credited previously with an additional three (3) deemed Years of Service. Effective April 19, 2007, and continuing thereafter while the Employee remains a Participant in the SERP Plan and 409A SERP Plan, the Employee will be credited with one (1) additional deemed Year of Service on the same date that the Employee is credited with each Year of Service as a Participant in each Plan. By way of example only, in March 2007, when the Employee was credited with one Year of Service under the Plans the Employee received one additional deemed Year of Service under the Plans. As of the date hereof, Employee has 16 Years of Service.

3. Designated Percentage. The Designated Percentage under the SERP Plan Section 5.1(a) and 409A SERP Plan is 2.4%.

4. Designated Period. The Designated Period under the SERP Plan Section 10.1 and the 409A SERP Plan is three (3) years.

5. Deferred Compensation Agreement. Employer and Employee agree that:

[Check one of the following]

_X_ There is no deferred compensation agreement in effect as described in 409A Plan Section 5.4(a).

__ There is a Deferred Compensation Agreement dated _______________ in effect as described in Section 5.4(a) of the 409A Plan and attached. Employee hereby relinquishes all rights under such Deferred Compensation Agreement, and agrees to look solely to the terms of the 409A Plan with regard to any computation of a Minimum Benefit as provided in the 409A Plan.

6. Employment Relationship. Employee agrees that the SERP Plan and 409A Plan shall not be construed to create a contract of employment between the Employer and the Employee or to otherwise confer upon the Employee or other person a legal right to continuation of employment or any rights other than those specified herein. These Plans shall not limit or affect the right of the Employer to discharge or retire the Employee.

These Plans do not constitute a contract on the part of the Employer to employ Employee until age 65 or to continue his employment for any given period of time, either fixed or contingent. Moreover, Employee does not by this writing agree to continue in the employment of the Employer for any specified interval of time. The employment relationship, therefore, shall continue for so long as, but only for so long as, such employment is mutually satisfactory to both parties. The Employer does not promise that Employee's employment will be continued for such interval as to enable Employee to obtain all or any part of the benefits under this Agreement.

7. Confidentiality and Relationship. Employee agrees to refrain from divulging any information of a confidential nature including, but not restricted to, trade secrets, operating methods, the names of the Employer's customers and suppliers and the relations of the Employer with such customers and suppliers, or other confidential information; and to refrain from using or permitting the use of such information or confidences by any interests competitive with the Employer; irrespective of whether or not Employee is then employed by the Employer, and to refrain from including, and from causing inducements to be made to, the Employer's employees to terminate employment with the Employer or undertake employment with its competitors. The obligations herein assumed by Participant shall endure whether or not the remaining promises by either party remain to be performed or shall be only partially performed.

8. Acknowledgments. Employee acknowledges the Employer's rights to:

(a) Amend or terminate the SERP Plan or 409A Plan at any time, subject to Section 11.1 of the SERP Plan and the applicable provisions of the 409A Plan; and

(b) To designate the Employee as an Inactive Participant at any time, as provided in Section 3.2 of the SERP Plan and the applicable provisions of the 409A Plan; and

(c) To make final decisions on any claim or dispute related to the SERP Plan, as provided in Section 8.5 of the SERP Plan, or the 409A Plan, under the applicable provisions of the 409A Plan; and

(d) To exercise any and all other rights of the Employer under the SERP Plan and the 409A Plan, in the Employer's sole discretion, without any limitation other than as expressly set forth in the SERP Plan or the 409A Plan.

Employee agrees that any amendment or termination of the SERP Plan or the 409A Plan shall automatically amend or terminate this Agreement, to the extent permitted by the Plans.

9. Amendments. Employee agrees that this Agreement may not be amended orally, but only in a written amendment authorized by the Company's Board of Directors and signed by the applicable Plan Administrators.

IN WITNESS WHEREOF, the parties have signed this Agreement.

WOLVERINE WORLD WIDE, INC.

Dated as of March 11, 2008

By: /s/ Stephen L. Gulis, Jr.

Stephen L. Gulis, Jr.
Its: Executive Vice President,
CFO and Treasurer

"Employer"

Dated as of March 11, 2008

By: /s/ Blake W. Krueger

Blake W. Krueger

"Employee"

Exhibit 31.1

CERTIFICATIONS

I, Blake W. Krueger, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Wolverine World Wide, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 1, 2008

/s/ Blake W. Krueger

Blake W. Krueger
Chief Executive Officer and President
Wolverine World Wide, Inc.

Exhibit 31.2

CERTIFICATIONS

I, Stephen L. Gulis, Jr., certify that:

1. I have reviewed this quarterly report on Form 10-Q of Wolverine World Wide, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 1, 2008

/s/ Stephen L. Gulis, Jr.

Stephen L. Gulis, Jr.
Executive Vice President, Chief Financial
Officer and Treasurer
Wolverine World Wide, Inc.

Exhibit 32

CERTIFICATION

Solely for the purpose of complying with 18 U.S.C. § 1350, each of the undersigned hereby certifies in his capacity as an officer of Wolverine World Wide, Inc. (the "Company") that the Quarterly Report of the Company on Form 10-Q for the accounting period ended March 22, 2008 fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 and that information contained in such report fairly presents, in all material respects, the financial condition of the Company at the end of such period and the results of operations of the Company for such period.

Date: May 1, 2008

/s/ Blake W. Krueger

Blake W. Krueger
Chief Executive Officer and President

/s/ Stephen L. Gulis, Jr.

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