

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): September 28, 2012

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

Delaware
(State or Other Jurisdiction
of Incorporation)

001-06024
(Commission
File Number)

38-1185150
(IRS Employer
Identification No.)

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

49351
(Zip Code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

On September 28, 2012, Wolverine World Wide, Inc. (the “Company”) entered into the First Amendment (the “First Amendment”) to its Credit Agreement dated as of July 31, 2012 (the “Credit Agreement”) with JPMorgan Chase Bank, N.A., as administrative agent and as a lender, J.P. Morgan Europe Limited, as foreign currency agent, Wells Fargo Bank, National Association, as syndication agent and as a lender, Fifth Third Bank, as documentation agent and as a lender, PNC Bank, National Association, as documentation agent and as a lender and the other lenders party thereto. A summary of the terms of the Credit Agreement may be found in the Company’s Current Report on Form 8-K filed on August 1, 2012, which summary is incorporated herein by reference.

The First Amendment modifies certain defined terms and amends Section 4.1(a) of the Credit Agreement to, among other things, permit the Company to issue its \$375 million aggregate principal amount of 6.125% Senior Notes due 2020 prior to the consummation of its previously announced acquisition of the Performance + Lifestyle Group of Collective Brands, Inc. The foregoing description of the First Amendment is qualified in its entirety by reference to the terms and conditions of the First Amendment attached hereto as Exhibit 10.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

- 10.1 First Amendment to the Credit Agreement dated as of September 28, 2012 among the Company, as borrower, JPMorgan Chase Bank, N.A., as administrative agent and as a lender, J.P. Morgan Europe Limited, as foreign currency agent, Wells Fargo Bank, National Association, as syndication agent and as a lender, Fifth Third Bank, as documentation agent and as a lender, and PNC Bank, National Association, as documentation agent and as a lender.

Forward-Looking Statements

This report contains forward-looking statements. In addition, words such as “estimates,” “anticipates,” “believes,” “forecasts,” “plans,” “predicts,” “projects,” “is likely,” “expects,” “intends,” “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, among others: the possibility that the acquisition of the Performance + Lifestyle Group business (the “PLG Business”) of Collective Brands, Inc. does not close; the Company’s ability to realize the benefits of the acquisition of the PLG Business on a timely basis or at all; the Company’s ability to combine its businesses and the

PLG Business successfully or in a timely and cost-efficient manner; failure to obtain any required financing on favorable terms; the degree of business disruption relating to the acquisition of the PLG Business; the Company's ability to successfully develop its brands and businesses; changes in interest rates, tax laws, duty structures, tariffs, quotas or applicable assessments in countries of import and export including anti-dumping measures and trade defense actions; changes in consumer preferences, spending patterns, buying patterns or price sensitivity; changes in future pension funding requirements and pension expenses; the ability to secure and protect owned intellectual property or use licensed intellectual property; cancellation of orders for future delivery, or the failure of the Department of Defense to exercise future purchase options, award new contracts or the cancellation of existing contracts by the Department of Defense or other military purchasers; changes in planned customer demand, re-orders or at-once orders; changes in relationships with, including the loss of, significant customers; the availability and pricing of footwear manufacturing capacity; reliance on foreign sourcing; failure of international licensees and distributors to meet sales goals or to make timely payments on amounts owed; disruption of technology systems; regulatory or other changes affecting the supply or price of materials used in manufacturing; the impact of regulatory or legal proceedings and legal compliance risks; the availability of power, labor and resources in key foreign sourcing countries, including China; the cost, availability and management of raw materials, inventories, services and labor for owned and contract manufacturers; the impact of competition and pricing; the impact of restrictions on, or changes in the value of, foreign currencies; the development of new initiatives; the risks of doing business in developing countries, and politically or economically volatile areas; retail buying patterns; consolidation in the retail sector; changes in economic and market conditions, including the financial and credit markets, on the Company, its suppliers and customers; acts and effects of war and terrorism; seasonality and weather; problems affecting the Company's distribution system, including service interruptions at shipping and receiving ports; the failure to maintain the security of personally identifiable and other information of customers and employees; and additional factors discussed in the Company's reports filed with the Securities and Exchange Commission and exhibits thereto. 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.

SIGNATURES

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

Dated: October 4, 2012

WOLVERINE WORLD WIDE, INC.
(Registrant)

/s/ R. Paul Guerre

R. Paul Guerre
Vice President, General Counsel and Secretary

EXHIBIT INDEX

Exhibit
Number

Document

10.1 First Amendment to the Credit Agreement dated as of September 28, 2012 among the Company, as borrower, JPMorgan Chase Bank, N.A., as administrative agent and as a lender, J.P. Morgan Europe Limited, as foreign currency agent, Wells Fargo Bank, National Association, as syndication agent and as a lender, Fifth Third Bank, as documentation agent and as a lender, and PNC Bank, National Association, as documentation agent and as a lender.

FIRST AMENDMENT

FIRST AMENDMENT, dated as of September 28, 2012 (this "First Amendment"), to the CREDIT AGREEMENT, dated as of July 31, 2012 (the "Credit Agreement"), among WOLVERINE WORLD WIDE, INC., a Delaware corporation ("Borrower"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), WELLS FARGO BANK, NATIONAL ASSOCIATION, as syndication agent, FIFTH THIRD BANK and PNC BANK, NATIONAL ASSOCIATION, as documentation agents, J.P. MORGAN EUROPE LIMITED, as foreign currency agent, and JPMORGAN CHASE BANK, N.A., as administrative agent (the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Borrower, the Lenders and the Administrative Agent are parties to the Credit Agreement;

WHEREAS, the Borrower has requested that certain provisions of the Credit Agreement be amended as set forth herein; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Borrower and the Administrative Agent hereby agree as follows:

I. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

II. AMENDMENTS TO THE CREDIT AGREEMENT

A. Amendments to Section 1.1 (Defined Terms). Section 1.1 of the Credit Agreement is hereby amended as follows:

1. The definition of "Purchased Subsidiaries" is hereby amended by inserting the following language immediately after the words "Carveout Purchase Agreement":

"(it being understood that (i) for purposes of the definitions of "IP Reorganization" and "IP Reorganization Transactions", the Purchased Subsidiaries shall include Stride Rite Canada in respect of the assets of Stride Rite Canada that are purchased by the Borrower and its Subsidiaries on the Closing Date pursuant to the Carveout Purchase Agreement and (ii) for purposes of Sections 1.2(c)(i), 4.1(c), 5(b)(iii) and 5(c) and Schedule 7.7(a), the Purchased Subsidiaries shall include Stride Rite Canada".

2. The definition of "Senior Unsecured Debt" is hereby amended by inserting the phrase "or prior to" both (i) immediately after the phrase "other Indebtedness of the Borrower to be issued on" and (ii) immediately after the phrase "if no Senior Unsecured Debt is issued on".

3. The following definition is hereby added in appropriate alphabetical order:

"Stride Rite Canada": Stride Rite Canada Limited.

B. Amendment to Section 4.1(a) (Financial Condition). Section 4.1(a) of the Credit Agreement is hereby amended by inserting the phrase "or prior to" immediately after the phrase "to be issued on" in clause (ii) thereof.

III. EFFECTIVENESS

This First Amendment shall become effective on the date (the "First Amendment Effective Date") on which the Administrative Agent shall have received this First Amendment, duly executed and delivered by the Borrower and the Administrative Agent; provided that Lenders constituting Required Lenders shall not have objected to this First Amendment prior to 5 p.m. (New York City time) on September 27, 2012.

IV. MISCELLANEOUS

A. Continuing Effect of the Credit Agreement. This First Amendment shall not constitute an amendment of any provision of the Credit Agreement not expressly referred to herein. Except as expressly amended hereby, the provisions of the Credit Agreement are and shall remain in full force and effect. On and after the First Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein", or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to the "Credit Agreement", "thereunder", "thereof", or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement after giving effect to this First Amendment.

B. Counterparts. This First Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single document. Delivery of an executed counterpart of a signature page of this First Amendment by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this First Amendment.

C. GOVERNING LAW. THIS FIRST AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

D. Expenses. The Borrower agree to pay or reimburse the Administrative Agent for all of its reasonable and invoiced out-of-pocket costs and expenses incurred in connection with the preparation, negotiation and execution of this First Amendment, including, without limitation, the reasonable and invoiced fees, charges and disbursements of one counsel to the Administrative Agent.

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

WOLVERINE WORLD WIDE, INC.

By: /s/ Donald T. Grimes

Name: Donald T. Grimes

Title: SVP, CFO

[Signature Page to First Amendment]

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: /s/ Krys Szremski

Name: Krys Szremski

Title: Vice President

[Signature Page to First Amendment]