

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

**FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

CASUAL MALE RETAIL GROUP, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

04-2623104
(IRS Employer
Identification No.)

555 Turnpike Street, Canton, MA
(Address of Principal Executive Offices)

02021
(Zip Code)

**CASUAL MALE RETAIL GROUP, INC.
AMENDED AND RESTATED
NON-EMPLOYEE DIRECTOR COMPENSATION PLAN**
(Full title of the plan)

Dennis R. Hernreich
Chief Financial Officer
Casual Male Retail Group, Inc.
555 Turnpike Street
Canton, Massachusetts 02021
(Name and address of agent for service)

(781) 828-9300
(Telephone number, including area code, of agent for service)

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 Accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be Registered (1)	Proposed maximum offering price per share (2)	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, \$0.01 par value per share	500,000 shares	\$4.76	\$2,380,000	\$169.70

- (1) This registration statement (this "Registration Statement") covers 500,000 shares of the Registrant's common stock which may be offered or sold from time to time pursuant to the Registrant's Amended and Restated Non-Employee Director Compensation Plan.
- (2) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(c) and 457(h) of the Securities Act of 1933, as amended. The price per share and aggregate offering price are calculated on the basis of the average of the high and low prices of the Registrant's Common Stock on the Nasdaq Global Select Market on November 15, 2010, in accordance with Rule 457(c) under the Securities Act of 1933, as amended.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The Registrant is subject to the informational and reporting requirements of Sections 13(a), 14, and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). The following documents, which are on file with the Commission, are incorporated in this Registration Statement by reference:

- (a) The Registrant's Annual Report on Form 10-K, as amended, for the fiscal year ended January 30, 2010.
- (b) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the document referred to in (a) above.
- (c) The description of the Registrant's common stock contained in the Registrant's Registration Statement on Form 8-A/A, filed on August 28, 2009, and all amendments and reports updating such description.

In addition, all documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of the filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

The Registrant's Restated Certificate of Incorporation, as amended (the "Certificate"), provides that no director of the Registrant shall be personally liable to the Registrant or to any of its stockholders for monetary damages arising out of such director's breach of fiduciary duty, except to the extent that the elimination or limitation of liability is not permitted by the Delaware General Corporation Law. The Delaware General Corporation Law, as currently in effect, permits charter provisions eliminating the liability of directors for breach of fiduciary duty, except that directors remain liable for (i) any breach of the directors' duty of loyalty to a company or its stockholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) any payment of a dividend or approval of a stock repurchase that is illegal under Section 174 of the Delaware General Corporation Law, or (iv) any transaction from which the directors derived an improper personal benefit. The effect of this provision of the Certificate is that directors cannot be held liable for monetary damages arising from breaches of their duty of care, unless the breach involves one of the four exceptions described in the preceding sentence. The provision does not prevent stockholders from obtaining injunctive or other equitable relief against directors, nor does it shield directors from liability under federal or state securities laws. The Certificate and the Registrant's By-Laws further provide for indemnification of the Registrant's directors and officers to the fullest extent permitted by Section 145 of the Delaware General Corporation Law, including circumstances in which indemnification is otherwise discretionary.

Section 145 of the Delaware General Corporation Law, as amended, provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of the fact that the person is or was a director, officer, employee or agent of the corporation or is or was serving at the corporation's request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The power to indemnify applies to actions brought by or in the right of the corporation as well, but only to the extent of expenses, including attorneys' fees but excluding judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with the defense or settlement of the action or suit. And with the further limitation that in these actions, no indemnification shall be made in the event of any adjudication that the person is liable to the corporation, unless and only to the extent a court determines that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

The Exhibit Index immediately preceding the exhibits is incorporated herein by reference.

Item 9. Undertakings.

1. *Item 512(a) of Regulation S-K.* The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (i) and (ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

2. *Item 512(b) of Regulation S-K.* The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

3. *Item 512(h) of Regulation S-K.* Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Canton, Commonwealth of Massachusetts, on this 22nd day of November, 2010.

CASUAL MALE RETAIL GROUP, INC.

By: DENNIS R. HERNREICH
Dennis R. Hernreich
Executive Vice President, Chief Operating Officer, Chief Financial Officer and Treasurer

Pursuant to the requirements of the Securities and Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Company in the capacities indicated, on the date indicated.

<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/s/ DAVID A. LEVIN</u> David A. Levin	President and Chief Executive Officer (Principal Executive Officer)	November 19, 2010
<u>/s/ DENNIS R. HERNREICH</u> Dennis R. Hernreich	Executive Vice President, Chief Operating Officer, Chief Financial Officer and Treasurer (Principal Financial Officer)	November 19, 2010
<u>/s/ PETER H. STRATTON, JR.</u> Peter H. Stratton, Jr.	Senior Vice President of Finance and Corporate Controller (Principal Accounting Officer)	November 22, 2010
<u>/s/ SEYMOUR HOLTZMAN</u> Seymour Holtzman	Chairman of the Board of Directors	November 22, 2010
<u>Alan S. Bernikow</u>	Director	
<u>Jesse H. Choper</u>	Director	
<u>/s/ JOHN KYEES</u> John Kyees	Director	November 22, 2010
<u>/s/ WARD K. MOONEY</u> Ward K. Mooney	Director	November 22, 2010
<u>/s/ GEORGE T. PORTER, JR.</u> George T. Porter, Jr.	Director	November 19, 2010
<u>/s/ MITCHELL S. PRESSER</u> Mitchell S. Presser	Director	November 22, 2010

EXHIBIT INDEX

<u>No.</u>	<u>Description</u>
4.1	Casual Male Retail Group, Inc. Amended and Restated Non-Employee Director Compensation Plan.
5.1	Opinion of Greenberg Traurig LLP, counsel to the Registrant.
23.1	Consent of Greenberg Traurig LLP (included in Exhibit 5.1).
23.2	Consent of Ernst & Young LLP.

CASUAL MALE RETAIL GROUP, INC.
AMENDED AND RESTATED
NON-EMPLOYEE DIRECTOR COMPENSATION PLAN

Section 1. Establishment and Purpose

Casual Male Retail Group, Inc. (the "Company") hereby establishes a non-employee director compensation plan to be named the Casual Male Retail Group, Inc. Amended and Restated Non-Employee Director Compensation Plan (the "Plan"), for the purpose of supporting the Company's ongoing efforts to attract and retain exceptional directors to provide strategic guidance to the Company. The Plan also provides a convenient method by which non-employee directors of the Company may acquire shares of Common Stock of the Company ("Shares") at fair market value by voluntarily electing to receive Shares in lieu of fees otherwise payable to them in cash for service as a director or member of a committee of the Board of Directors of the Company (the "Board"). Any such Shares acquired by a non-employee director pursuant to this Plan shall come out of the pool of Shares reserved for issuance under Section 4 of this Plan, subject to adjustment as the Board may from time to time determine, and not from the Incentive Compensation Plan. The Plan shall be effective as of January 30, 2011, except that elections for fiscal 2011 must be submitted to the Company in accordance with Section 3(iii) no later than December 1, 2010.

Section 2. Definitions

When used herein, the following capitalized terms shall have the meanings assigned to them, unless the context clearly indicates otherwise. Capitalized terms used herein and not defined shall have the meanings assigned to them in the Incentive Compensation Plan.

- (a) "Black-Scholes Valuation" means, with respect to an Option, the value of such Option as of the Grant Date calculated utilizing the same formula and assumptions as the Company utilized for the purpose of valuing outstanding options in its most recently (meaning at the time of the valuation) prepared audited annual financial statement.
- (b) "Cash" means U.S. dollars.
- (c) "Commission" means the United States Securities and Exchange Commission or any successor agency.
- (d) "Common Stock" means the common stock of the Company, par value \$.01 per share.
- (e) "Compensation" means an award under the Plan that is payable in the form of Cash, Deferred Stock, Options and/or Shares pursuant to the terms and conditions set forth in this Plan.

- (f) "Compensation Payment Choice" means the form of payment of Compensation that a Participant selects in accordance with the terms hereof.
- (g) "Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, including rules thereunder and successor provisions and rules thereto.
- (h) "Grant Date" means the following: (i) each quarterly retainer and chairperson fee payable pursuant to Sections 3(i)(a)-(d) hereof shall be paid on, and the Grant Dates shall be, the first business day of each quarter in each fiscal year, (ii) each meeting fee payable pursuant to Sections 3(i)(e) and (f) hereof shall be paid on, and the Grant Date shall be, the last business day of each month in which the applicable meeting occurs, (iii) the fee payable upon the re-election of a Director to the Board pursuant to Section 3(i)(g) hereof shall be paid on, and the Grant Date shall be, the last business day of the month in which such re-election occurs; and (iv) the Option grant issued pursuant to Section 3(i)(h) with respect to a Director's initial election to the Board shall be issued on, and the Grant Date shall be, the last business day of the month in which such initial election occurs.
- (i) "Incentive Compensation Plan" means the Company's 2006 Incentive Compensation Plan, as amended from time to time.
- (j) "Irrevocable Election Agreement" means the written agreement, substantially in the form of Exhibit A, between the Company and a Participant, which, together with the Plan, governs the Participant's rights to payment of Compensation under the Plan.
- (k) "NASDAQ" means The NASDAQ Stock Market, Inc.
- (l) "Non-Employee Director" means a Director who satisfies the requirements set forth in Rule 16b-3(b)(3)(i) under the Exchange Act.
- (m) "Participant" means a Non-Employee Director of the Company.
- (n) "Plan" means this Casual Male Retail Group, Inc. Amended and Restated Non-Employee Director Compensation Plan, as amended from time to time.
- (o) "Separation from Service" means the earliest date on which a Participant has incurred a separation from service, within the meaning of Section 409A (a) (2) of the Code, with the Service Recipient.
- (p) "Service Recipient" means the Company and all persons with whom the Company would be considered a single employer under Section 414(b) of the Code (employees of a controlled group of corporations), and all persons with whom such person would be considered a single employer under Section 414(c) of the Code (employees of partnerships, proprietorships, or other entities under company control).

- (q) “Treasury Regulations” means the regulations promulgated by the United States Treasury Department with respect to the Code, as amended from time to time.

Section 3. Compensation; Irrevocable Election; Valuation.

(i) The Compensation paid to the Participants shall be as follows:

- (a) a retainer equal to \$5,000 per fiscal quarter (paid only to those Participants serving (i) as a Director as of the first day of the fiscal year, and (ii) as a Director as of the Grant Date in the fiscal quarter for which the fee is payable);
- (b) to the chairperson of the Company’s audit committee, a fee equal to \$2,500 per fiscal quarter (paid only to the Participant serving in such position as of the Grant Date in the fiscal quarter for which the fee is payable);
- (c) to the chairperson of the Company’s compensation committee, a fee equal to \$1,250 per fiscal quarter (paid only to the Participant serving in such position as of the Grant Date in the fiscal quarter for which the fee is payable);
- (d) to the chairperson of the Company’s nominating and corporate governance committee, a fee equal to \$1,250 per fiscal quarter (paid only to the Participant serving in such position as of the Grant Date in the fiscal quarter for which the fee is payable);
- (e) \$1,500 per meeting for his/her attendance at in-person meetings of the Board and committees;
- (f) \$750 per meeting for his/her attendance at telephonic meetings of the Board and committees;
- (g) \$82,250 annually upon his/her re-election to the Board; and
- (h) Options to purchase 15,000 shares of the Company’s common stock upon initial election to the Board.

(ii) Subject to the terms hereof, Compensation shall be paid on the applicable Grant Date unless the Participant elects to receive Deferred Stock. The Participants will have the right to elect payments of the values set forth above in any combination of Cash, Shares, Deferred Stock or Options; provided that (i) Compensation paid in the form of Options and/or Deferred Stock shall be made pursuant to the Incentive Compensation Plan, and can only be made in such form if there is a sufficient number of shares of Common Stock available under the Incentive Compensation Plan; and (ii) Compensation paid in the form of Shares shall be made pursuant to this Plan, and can only be made in such form if there is a sufficient number of shares of Common Stock available under this Plan. In the event that the Company does not have a sufficient number of shares of Common Stock remaining under the Incentive Compensation Plan to satisfy elections to receive Options and/or Deferred Stock, the payments will be made in Cash to the extent of such insufficiency (Participants making similar elections will be allocated the remaining equity ratably in proportion to the respective equity amounts which would otherwise be payable to them absent such insufficiency). In the event that the Company does not have a sufficient number of shares of Common Stock remaining under this Plan to satisfy elections to receive Shares, the payments will be made in Cash to the extent of such insufficiency (Participants making similar elections will be allocated the remaining equity ratably in proportion to the respective equity amounts which would otherwise be payable to them absent such insufficiency). In the event a Participant elects to receive Deferred Stock, then on the Grant Date, the Participant shall receive a Deferred Stock Award and, when the deferment period expires, payment shall be made in shares of Common Stock.

(iii) The elections by the Participants must be made in writing substantially in the form of Exhibit A attached hereto and submitted to the General Counsel of the Company (or such other person as the Committee shall designate) no later than December 1st of the year preceding the fiscal year for which the election is to be effective. All elections (including elections to receive Deferred Stock), once submitted, are irrevocable for that fiscal year. In the event a timely election is not made or a person does not become a Participant until after the deadline for the election to be made, the payments will be made in cash for that fiscal year. Any person, who becomes a Participant during a fiscal year, shall be eligible to receive cash.

(iv) Valuation of Shares. For the purposes of determining the number of Shares to be issued to a Participant on a Grant Date, each Share shall be assigned a value equal to the consolidated closing bid price of a share of Common Stock as reported by NASDAQ on the effective Grant Date. Any Shares granted pursuant to this Plan shall be fully vested on the Grant Date. Payouts of Shares under the Plan will be in the form of whole Shares only; the balance of any foregone fees not payable in whole Shares will be paid in cash.

(v) Valuation of Options and/or Deferred Stock. For the purposes of determining the relative values of Deferred Stock and Options, each share of Deferred Stock shall be assigned a value equal to the closing price of a share of the Common Stock as reported by NASDAQ on the effective Grant Date and each Option to acquire a share of Common Stock shall be assigned a value equal to the Black-Scholes value of an option to acquire a share of Common Stock on the effective Grant Date with an exercise price equal to the closing sale price of a share of Common Stock as reported on a consolidated basis by NASDAQ on such Grant Date. Any Options issued pursuant to the foregoing shall vest in increments of one-third on the effective Grant Date, one-third on the first anniversary of the effective Grant Date and one-third on the second anniversary of the effective Grant Date. Unless the Board otherwise determines in its sole discretion, any unexercised portion of vested Options shall be exercisable for 10 years after the Grant Date, except in the event of Separation from Service, where vested Options shall automatically terminate: (i) immediately if for cause; (ii) three months if for a reason other than for cause/disability/death; (iii) twelve months if by reason of a Disability; and (iv) (a) twelve months if by reason of death or, if later, (b) three months after the date which the Participant dies if death occurs during the one year period due to Disability. Any Deferred Stock granted pursuant to this Plan shall be fully vested on the Grant Date.

(v) Except in the event of a Change in Control, all unvested Options to which a Participant would otherwise be entitled shall be forfeited immediately upon the Participant's Separation from Service except as may otherwise be determined by the Board in writing in its sole discretion.

(vi) If a Participant may elect to receive Deferred Stock, the deferral period shall be 3-5 years after the Grant Date as irrevocably elected by the Participant pursuant to Section 3 (iii) above. Payment of the Deferred Stock Award shall occur on the earlier of (a) the Participant's Separation from Service or (b) the deferral election date specified by the Participant. Notwithstanding the foregoing, if a Participant is a "specified employee", as that term is defined in Section 409A(a)(2)(B)(i) of the Code, then no payment or benefit that is payable on account of the Participant's Separation from Service shall be made before the date that is six months after the Participant's separation from service (or, if earlier, the date of the Participant's death) if and to the extent that such payment or benefit constitutes deferred compensation (or may be nonqualified deferred compensation) under Section 409A and such deferral is required to comply with the requirements of Section 409A.

Section 4. Number of Shares Under the Plan. Subject to adjustment as the Board may from time to time determine, the total number of Shares reserved and available under the Plan with respect to elections to receive Shares in lieu of fees shall initially be 500,000, as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to the Common Stock.

Section 5. Change in Control.

If and to the extent that it would not violate the requirements of Section 409A of the Code, in the event of a Change in Control prior to, or concurrently with, a Participant's Separation from Service, the full value of the Participant's unpaid or unvested Compensation shall immediately vest and; in the case of any Deferred Stock Award, shall be paid as soon as administratively practicable after, and in all events within 30 days after, the Change of Control.

Section 6. No Acceleration of Benefits

In no event shall the acceleration of the time or schedule of any payment under the Plan be permitted, except to the extent permitted under Section 409A of the Code and the Treasury Regulations and other applicable guidance issued thereunder.

Section 7. Amendment and Termination

This Plan may be amended or terminated in any respect at any time by the Board; provided, however, that no amendment or termination of the Plan shall be effective to reduce any benefits that accrue and are vested before the adoption of such amendment or termination. If and to the extent permitted without violating the requirements of Section 409A of the Code, the Committee may require that the Compensation of all Participants be paid in cash as soon as practicable after such termination, notwithstanding any elections by Participants with regard to the timing or form in which their benefits are to be paid. If and to the extent that the Committee does not accelerate the timing of payments on account of the termination of the Plan pursuant to the preceding sentence, payment of any remaining benefits under the Plan shall be made at the same times and in the same manner as such payments would have been made based upon the most recent elections made by Participants, and the terms of the Plan, as in effect at the time the Plan is terminated.

Section 8. Unfunded Obligation

The obligations of the Company to pay any Compensation under the Plan shall be unfunded and unsecured, and any payments under the Plan shall be made from the general assets of the Company. Participants' rights under the Plan are not assignable or transferable except to the extent that such assignment or transfer is permitted under the terms of the Incentive Compensation Plan (regardless of the fact that not all forms of payment hereunder are being made under the Incentive Compensation Plan).

Section 9. Withholding

The Participants and personal representatives shall bear any and all federal, state, local or other taxes imposed on benefits under the Plan. The Company may deduct from any payments under the Plan the amount of any taxes required to be withheld from such payments by any federal, state or local government, and may deduct from any Compensation or other amounts payable to the Participant the amount of any taxes required to be withheld with respect to any other amounts under the Plan by any federal, state or local government.

Section 10. Applicable Law

This Plan shall be construed and enforced in accordance with the laws of the State of Delaware, except to the extent superseded by federal law.

Section 11. Administration and Interpretation

The Plan will be administered by the Committee. The Committee shall not make any substantive changes to the Compensation set forth in this Plan without the approval of the Board. The Committee will have broad authority to adopt rules and regulations relating to the Plan and make decisions and interpretations regarding the provisions of the Plan. Benefits due and owing to a Participant under the Plan shall be paid when due without any requirement that a claim for benefits be filed. However, any Participant who has not received the benefits to which Participant believes himself or herself entitled may file a written claim with the Committee, which shall act on the claim within thirty days. Any decisions or interpretations by the Committee relating to benefits under the Plan shall be binding and conclusive on all affected parties.

Section 12. Code Section 409A

It is intended that the Compensation granted pursuant to this Plan other than any Deferred Stock Awards, be exempt from Section 409A of the Code (“Section 409A”) because it is believed (i) the Compensation payable in cash should qualify for the short-term deferral exception contained in Treasury Regulation §1.409A-1(b)(4), and (ii) any Options granted pursuant to the Plan will have an exercise price that may never be less than the Fair Market Value of a Share on the Grant Date and the other requirements for the exemption of such options under Treasury Regulation §1.409A-1(b)(5)(i)(A) should be met. It also is intended that any compensation payable in the form of a Deferred Stock Award comply with the requirements of Section 409A. The provisions of the Plan shall be interpreted in a manner consistent with the foregoing intentions.

The Committee, in its sole discretion, and without the consent of any Participant or Beneficiary, may amend the provisions of this Plan to the extent that the Committee determines that such amendment is necessary or appropriate in order for the Compensation paid pursuant to the Plan to be exempt from the requirements of Section 409A, or if and to that the Committee determines that the Compensation is not so exempt, to amend the Plan (and any agreements relating to any Compensation) in such manner as the Committee determines shall deem necessary or appropriate to comply with the requirements of Section 409A.

Notwithstanding the foregoing, the Company does not make any representation to any Participant or Beneficiary that the Compensation paid pursuant to this Plan is exempt from, or satisfies, the requirements of Section 409A, and the Company shall have no liability or other obligation to indemnify or hold harmless any Participant or Beneficiary for any tax, additional tax, interest or penalties that the Participant or Beneficiary may incur in the event that any provision of the Plan or any Compensation agreement, or any amendment or any modification thereof, or any other action taken with respect thereto, is deemed to violate any of the requirements of Section 409A.

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EXHIBIT A
CASUAL MALE RETAIL GROUP, INC.
AMENDED AND RESTATED NON-EMPLOYEE DIRECTOR COMPENSATION PLAN
IRREVOCABLE ELECTION AGREEMENT

TO: General Counsel:

I, _____, hereby elect to receive my Casual Male Retail Group, Inc. Non-Employee Director Compensation (as defined in the Casual Male Retail Group, Inc. Amended and Restated Non-Employee Director Compensation Plan (the "Plan")) as follows:

COMPENSATION	PAYMENT CHOICES					TOTAL	If Deferred Stock was elected, specify Deferral Period		
	Cash	CMRG Stock	CMRG Stock Options	CMRG Deferred Stock					
Retainer	%	%	%	%	100%	3 yrs.	4 yrs.	5 yrs.	
In-Person Meetings	%	%	%	%	100%	3 yrs.	4 yrs.	5 yrs.	
Telephonic Meetings	%	%	%	%	100%	3 yrs.	4 yrs.	5 yrs.	
Committee Chair Fee	%	%	%	%	100%	3 yrs.	4 yrs.	5 yrs.	
Re-election Award	%	%	%	%	100%	3 yrs.	4 yrs.	5 yrs.	

[NOTE: You have the opportunity to decide the Compensation Payment Choice(s): cash, CMRG Stock, CMRG stock options or CMRG Deferred Stock for each type of fee. Your selected option(s) for any given year must equal 100%. If you select Deferred Stock, then distribution of your CMRG shares shall be made on the earlier of the number of years that have elapsed commencing on the Grant Date, and the date of your Separation from Service (or if you become an employee of the Company and are a "specified employee", as defined in the Plan, the 6-month anniversary of the Grant Date). If you do not specify a number of years, distribution will be made upon your Separation from Service.]

I understand and acknowledge that (i) with respect to elections to receive CMRG stock options and/or CMRG Deferred Stock, if there is an insufficient number of CMRG shares available under the Company's 2006 Incentive Compensation Plan, I will be paid in cash and (ii) with respect to elections to receive CMRG Stock, if there is an insufficient number of CMRG shares available under the Plan, I will be paid in cash.

I understand and acknowledge that this election is irrevocable. I understand and acknowledge that I must be a director of the Company on the dates each portion of the Compensation is paid in order to qualify for such payment.

I understand and acknowledge that if there is any conflict between this form or any part of it and the Plan, the provisions of the Plan shall govern.

I have hereunto set my hand and seal this _____ day of _____, 20____.

 (Signature)

 (Printed name)

[Greenberg Traurig, LLP Letterhead]

November 22, 2010

Casual Male Retail Group, Inc.
555 Turnpike Street
Canton, MA 02021

Re: Shares to be Issued Under the Casual Male Retail Group, Inc. Amended and Restated Non-Employee Director Compensation Plan

Ladies and Gentlemen:

We have assisted in the preparation of a Registration Statement on Form S-8 (the "Registration Statement") to be filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), relating to 500,000 shares (the "Shares") of common stock, \$0.01 par value per share (the "Common Stock"), of Casual Male Retail Group, Inc., a Delaware corporation (the "Company"), that may be issued under the Casual Male Retail Group, Inc. Amended and Restated Non-Employee Director Compensation Plan (the "Plan").

We have examined the Certificate of Incorporation and Bylaws of the Company, each as amended and restated to date, and originals, or copies certified to our satisfaction, of all pertinent records of the meetings of the directors and stockholders of the Company, the Registration Statement and such other documents relating to the Company as we have deemed material for the purposes of this opinion.

In our examination of the foregoing documents, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, photostatic or other copies, the authenticity of the originals of any such documents and the legal competence of all signatories to such documents.

We assume that the appropriate action will be taken, prior to the offer and sale of the Shares in accordance with the Plan, to register and qualify the Shares for sale under all applicable state securities or "Blue Sky" laws.

We express no opinion herein as to the laws of any state or jurisdiction other than the state laws of The Commonwealth of Massachusetts, the General Corporation Law of the State of Delaware and the federal laws of the United States of America.

It is understood that this opinion is to be used only in connection with the offer and sale of the Shares while the Registration Statement is in effect.

Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters.

Based on the foregoing, we are of the opinion that the Shares have been duly authorized for issuance and, when the Shares are issued and paid for in accordance with the terms and conditions of the Plan, the Shares will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion with the Commission in connection with the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Greenberg Traurig, LLP
Greenberg Traurig, LLP

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the Casual Male Retail Group, Inc. Amended and Restated Non-Employee Director Compensation Plan to register 500,000 shares of common stock, of our reports dated March 19, 2010, with respect to the consolidated financial statements of Casual Male Retail Group, Inc. and the effectiveness of internal control over financial reporting of Casual Male Retail Group, Inc. included in its Annual Report (Form 10-K) for the year ended January 30, 2010, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Boston, Massachusetts
November 19, 2010