

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): May 25, 2007

0-15898
(Commission File Number)

CASUAL MALE RETAIL GROUP, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State of Incorporation)

04-2623104
(IRS Employer Identification Number)

555 Turnpike Street, Canton, Massachusetts 02021
(Address of registrant's principal executive office)
(781) 828-9300
(Registrant's telephone number)

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

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

ITEM 1.01—ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

The Chairman of the Board of Directors of Casual Male Retail Group, Inc. (the “Company”), Seymour Holtzman, is primarily compensated by the Company for his services pursuant to a consulting agreement with Jewelcor Management, Inc. (“JMI”). Mr. Holtzman is the president and chief executive officer of JMI and together with his wife, indirectly, the majority shareholder of JMI. On May 30, 2007, the consulting agreement with JMI was amended effective as of April 29, 2007, to provide that Mr. Holtzman would receive an annual compensation of \$575,000, with no further stock option awards or participation in the Company’s Key-Executive performance-based cash incentive program for fiscal 2007. All of Mr. Holtzman’s compensation will be paid through this consulting agreement, the term of which was amended from an automatic three-year renewal to a fixed two-year term expiring April 28, 2009. A copy of the amendment to the consulting agreement with JMI is attached hereto as Exhibit 10.1 and a copy of the original consulting agreement with JMI is attached hereto as Exhibit 10.2.

ITEM 5.02—DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

Compensatory Arrangements of Certain Officers

On May 25, 2007, the Company’s Compensation Committee and Board of Directors approved the following executive compensation matters related to certain of its named executive officers:

1. Amendments to Employment Agreements. The employment agreements, as previously amended, for David A. Levin, President and Chief Executive Officer, and Dennis R. Hernreich, Executive Vice President, Chief Financial Officer, Chief Operating Officer and Treasurer, were amended, effective May 1, 2007, to:
 - i. increase Messrs. Levin and Hernreich’s annual compensation pursuant to Section 3 of their respective agreements to \$780,000 and \$598,000, respectively; and
 - ii. replace in its entirety subsection (i) of Section 8, “*Termination of Employment, Effect of Termination*” of the respective employment agreements with the following:

“In the event Executive is terminated without justifiable cause (as defined herein) within one (1) year after a Change of Control has occurred, Executive shall receive in full satisfaction of any obligation relating to Executive’s employment or the termination thereof an amount equal to the product of (a) the sum of (I) the Executive’s base monthly salary then in effect plus (II) an amount equal to the average of the last two (2) fiscal years annual performance-based cash bonus plan payout divided by twelve (12), multiplied by (b) 24. The Company must make a lump sum payment of all money due and owing within fifteen (15) days of termination.”

Copies of the amendments to the employment agreements, dated May 29, 2007, for Mr. Levin and Mr. Hernreich are attached hereto as Exhibit 10.3 and 10.4, respectively.

2. Key Executive Performance-Based Cash Bonus Plan for Fiscal 2007. The Compensation Committee approved a performance-based cash bonus plan for fiscal 2007 for Messrs. Levin and Hernreich (the “Key Executives”). Pursuant to the terms of the 2007 Incentive Bonus Plan, the Key Executives are entitled to receive a cash bonus ranging from 80% to 150% of their respective annual salaries if the Company achieves a certain range of EBITDA (earnings before income taxes and depreciation and amortization) for fiscal 2007. The terms of the plan are included Exhibits 10.3 and 10.4.
3. Senior Executive Performance-Based Cash Bonus Plan for Fiscal 2007. On May 25, 2007, the Compensation Committee adopted an annual performance-based cash bonus plan for fiscal 2007 for certain members of senior management, including Linda B. Carlo (Executive Vice President of Business Development & Direct-to-Consumer), Jack R. McKinney (Senior Vice President and Chief Information Officer) and Walter E. Sprague (Senior Vice President of Human Resources). Ms. Carlo was a “named executive officer” in the Company’s 2006 Proxy Statement; all three are expected to be “named executive officers” in the Company’s 2007 Proxy Statement. The Compensation Committee approved the overall targets and thresholds under which the plan would payout. Using these approved targets, the Company will be establishing an annual performance-based cash bonus plan which will be based on achieving certain EBITDA thresholds, similar to the thresholds required under the Key Executives’ 2007 annual performance-based cash bonus plan. For fiscal 2007, Ms. Carlo will be entitled to receive a cash bonus ranging from 25% to 125% of 40% of her earned salary and Messrs. McKinney and

Sprague will be entitled to receive a cash bonus ranging from 25% to 125% of 35% of their respective earned salaries if we achieve a certain range of EBITDA. Copies of the Senior Executive Performance-Based Cash Bonus Plan for Fiscal 2007 for Ms. Carlo, Mr. McKinney and Mr. Sprague are attached hereto as Exhibits 10.5, 10.6 and 10.7, respectively.

4. Long-Term Performance Share Bonus Plan. In fiscal 2005, the Compensation Committee adopted a Long-Term Performance Share Bonus Plan pursuant to which the Company's named executive officers, with the exception of its Key Executives, are eligible to participate. Pursuant to the plan, if the Company achieves certain EBIT (earnings before interest and taxes) targets by the end of fiscal 2007, each participant in the plan will be entitled to receive restricted shares of the Company's common stock, valued at 75% to 120%, depending on the target level achieved, of the participant's cumulative salary during the incentive period of fiscal 2005-2007 (discounted to a rate of 30%, 70% or 90% depending on the participant's respective tier level). On May 25, 2007, the Compensation Committee approved a modification to this plan to lower the EBIT level needed to achieve the 75% payout threshold. No changes were made to the EBIT amounts for the 90% target level and above.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

- 10.1 Amendment to Consulting Agreement, entered into on May 30, 2007, effective as of April 29, 2007, between the Company and Jewelcor Management, Inc.
- 10.2 Consulting Agreement, dated April 29, 2000, between the Company and Jewelcor Management, Inc.
- 10.3 Sixth Amendment to Employment Agreement, dated May 29, 2007 and effective as of May 1, 2007, between the Company and David A. Levin
- 10.4 Sixth Amendment to Employment Agreement, dated May 29, 2007 and effective as of May 1, 2007, between the Company and Dennis R. Hernreich
- 10.5 Senior Executive Performance-Based Cash Bonus Plan for Fiscal 2007 between the Company and Ms. Carlo
- 10.6 Senior Executive Performance-Based Cash Bonus Plan for Fiscal 2007 between the Company and Mr. McKinney
- 10.7 Senior Executive Performance-Based Cash Bonus Plan for Fiscal 2007 between the Company and Mr. Sprague

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.

CASUAL MALE RETAIL GROUP, INC.

By: /s/ DENNIS R. HERNREICH

Name: Dennis R. Hernreich
Title: Executive Vice President
and Chief Financial Officer

Date: May 31, 2007

AMENDMENT TO CONSULTING AGREEMENT

Dated as of April 29, 2007

WHEREAS, Casual Male Retail Group, Inc. (formerly Designs, Inc., the "Corporation") and Jewelcor Management, Inc. (the "Independent Contractor") entered into a certain Consulting Agreement dated April 29, 2000, as amended by Letter Agreement dated April 28, 2001, by Letter Agreement dated April 28, 2002, by Amendment to Consulting Agreement dated April 29, 2003, by Amendment to Consulting Agreement dated April 26, 2004, by Amendment to Consulting Agreement dated August 26, 2004, by Amendment to Consulting Agreement dated June 15, 2005 and as amended by Letter Agreement dated May 26, 2006 (hereinafter referred to as "the Agreement"), and

WHEREAS, Corporation and Independent Contractor wish to amend, modify and/or restate certain terms, provisions, conditions and covenants of the Agreement.

NOW THEREFORE, for and in consideration of the foregoing, the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Corporation and Independent Contractor hereby agree to amend the Agreement as follows:

1. Term of Agreement. Paragraph 1 of Amendment to Consulting Agreement dated April 29, 2003 shall be amended to read as follows:

The term of the Agreement shall be extended for a period of two years, with the period commencing on April 29, 2007. The term can be further extended only by agreement of both the Corporation and Independent Contractor.

2. Duties. The Independent Contractor will be responsible on the Board's behalf for overseeing the direction and execution of transactions concerning the strategic direction of the Corporation, including

- a. any significant acquisitions or dispositions;
- b. any merger, business combination or sale of the Corporation or of substantially all of its assets;
- c. any debt or equity financing and/or refinancing;
- d. any strategic partnering; and
- e. any other major contracts or transactions that the Board of Directors deems to be "strategic."

3. Compensation

Effective as of the date of this Agreement, subject to the provisions of Section 4 of the Agreement, the fixed non-bonus consideration to be furnished to the Independent Contractor (or to Seymour Holtzman if the Independent Contractor so directs) by the Corporation for the Services rendered by the Independent Contractor under the Agreement shall consist of annual compensation of \$575,000.

Section 4.5 of the Agreement shall be amended to read as follows:

Independent Contractor is not eligible to future participation in any current executive incentive or bonus program. However, the Board of Directors, at its own discretion, may choose to award a bonus to Independent Contractor if it determines that the Independent Contractor's performance in carrying out its duties (as described in Paragraph 2 of this Amendment) has been outstanding, substantially exceeding the Board's expectations.

THE REMAINING terms of the Agreement shall remain in full force and effect without change.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Consulting Agreement as a sealed instrument, in any number of counterpart copies, each of which shall be deemed an original for all purposes, as of the day and year first written above.

JEWELCOR MANAGEMENT, INC.

By: /s/ Seymour Holtzman
Seymour Holtzman
May 30, 2007

CASUAL MALE RETAIL GROUP, INC.

By: /s/ David A. Levin
David A. Levin
May 30, 2007

By: /s/ Dennis R. Hernreich
Dennis R. Hernreich
May 30, 2007

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is effective as of April 29, 2000 (the "Effective Date"), by and between Designs, Inc., a Delaware corporation (the "Corporation"), with its principal executive offices located at 66 B Street, Needham, Massachusetts 02494, and Jewelcor Management, Inc., a Nevada corporation (the "Independent Contractor"), having its principal executive offices located at 100 North Wilkes-Barre Boulevard, Wilkes-Barre, Pennsylvania 18702.

RECITALS

WHEREAS, the stated term of the Consulting Agreement dated October 28, 1999 between the Corporation and the Independent Contractor (the "Original Consulting Agreement") ended on April 28, 2000.; and

WHEREAS, the Independent Contractor has, at the request of the Corporation, continued up to and including the present time to provide consulting services to the Corporation beyond the stated term of the Original Consulting Agreement.; and

WHEREAS, the Corporation desires to confirm the retention of the Independent Contractor, effective as of April 29, 2000, to continue as a consultant to the Corporation to assist the Corporation in developing and implementing a strategic plan for the Corporation and for other related consulting services to which the parties may agree, as described in Schedule A attached hereto and incorporated herein by reference (the "Services"); and

WHEREAS, the Independent Contractor agrees to perform the Services for the Corporation under the terms and conditions set forth in this Agreement, it being expressly understood that the Independent Contractor shall perform Services as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Corporation and the Independent Contractor hereby agree as follows:

SECTION ONE

Representations and Warranties of the Independent Contractor

The Independent Contractor represents, warrants, covenants and agrees that:

(a) the Independent Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and is duly qualified and in good standing as a foreign corporation in each jurisdiction where its performance of Services requires such qualification;

(b) the Independent Contractor has all necessary power and authority to execute and deliver this Agreement and to perform all of its obligations under this Agreement;

(c) this Agreement has been duly and validly authorized, executed and delivered by the Independent Contractor, and constitutes the valid and binding obligation of the Independent Contractor, and is enforceable against the Independent Contractor in accordance with its terms; and

(d) the execution, delivery and performance by the Independent Contractor of this Agreement does not (1) violate or conflict with any provision of the Independent Contractor's charter or By-Laws; (2) violate, conflict with, or result in a breach or termination of (or require any consent or approval under) any agreement, license, arrangement or understanding, whether written or oral, to which the Independent Contractor, its agents or employees (or any one of them) is a party; or (3) violate any law, judgment, decree, order, rule or regulation applicable to the Independent Contractor, its agents or employees (or any one of them).

SECTION TWO

Representations and Warranties of the Corporation

The Corporation represents, warrants, covenants and agrees that:

(a) the Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware;

(b) the Corporation has all necessary power and authority to execute and deliver this Agreement and to perform all of its obligations under this Agreement;

(c) this Agreement has been duly and validly authorized, executed and delivered by the Corporation, and constitutes the valid and binding obligation of the Corporation, and is enforceable against the Corporation in accordance with its terms; and

(d) the execution, delivery and performance by the Corporation of this Agreement does not (1) violate or conflict with any provision of the Corporation's Certificate of Incorporation or By-Laws; (2) violate, conflict with, or result in a breach or termination of (or require any consent or approval under) any agreement, license, arrangement or understanding, whether written or oral, to which the Corporation is a party; or (3) violate any law, judgment, decree, order, rule or regulation applicable to the Corporation.

SECTION THREE

Nature of the Services

In accordance with the terms and conditions of this Agreement, the Independent Contractor shall, to the extent requested from time to time by the Corporation, perform consulting Services for the benefit of the Corporation with respect to all matters relating to or affecting all items contained in Schedule A attached hereto. The Independent Contractor shall perform such additional Services as may be agreed to by both parties from time to time in writing which, when so agreed, shall be deemed incorporated into this Agreement. The Independent Contractor shall perform Services at the direction of the President and Chief Executive Officer of the Corporation (or another executive officer of the Corporation as may be designated from time to time by the Board of Directors of the Corporation). As a part of the Independent Contractor's consulting Services, the Independent Contractor shall review, analyze, and make suggestions to the Corporation on all matters included in Schedule A attached hereto. The Independent Contractor agrees and stipulates that this Agreement is a personal service contract under which Services shall be performed by particular agents and employees of the Independent Contractor who are subject to the approval of the Corporation from time to time. The Corporation initially approves Seymour H. Holtzman, Richard L. Huffsmith, Barry Booth, Joseph F. Litchman, David Tarantini and Brian A. Bufalino, together with support staff directly reporting to and under the personal supervision of such individuals as required for such Services, as individuals to perform Services hereunder.

SECTION FOUR

Compensation

Subject to the provisions of this Section 4, the consideration to be furnished to the Independent Contractor by the Corporation for the Services rendered by the Independent Contractor under this Agreement shall consist of (a) 182,857 non-forfeitable, fully vested, fully paid and non-assessable shares of the Corporation's Common Stock (the fair value of which Common Stock on June 26, 2000, the date of the approval of the extension of the original Consulting Agreement as set forth herein, was \$240,000 or \$1.3125 per share) and (b) the reimbursement of actual and direct out-of-pocket expenses incurred by the Independent Contractor in the rendering of Services under this Agreement.

4.1 Following the end of each calendar month during the term of this Agreement, the Independent Contractor shall furnish the Corporation with an invoice with respect to the month then ended.

4.2 Subject to Section 16 hereof, the Corporation shall reimburse the Independent Contractor, within thirty (30) days following receipt of documentation that satisfies the Corporation's travel and expense reimbursement policies, an amount in cash equal to the actual and direct cost of all reasonable out-of-pocket expenses incurred by the Independent Contractor in the rendering of Services under this Agreement. The Independent Contractor hereby acknowledges that it has received in writing, read and understands the Corporation's travel and expense reimbursement policies in effect as of the Effective Date.

SECTION FIVE

Duration

The term of this Agreement shall be for a period of one (1) year commencing on April 29, 2000 and ending on April 28, 2001 (the "Expiration Date").

SECTION SIX

Complete Performance

The Independent Contractor agrees to fully perform its Services throughout the term of this Agreement and further agrees to perform such Services in a manner that fulfills the spirit and purpose of this Agreement. For the purposes of this Section Six only, it shall be assumed by the parties that the compensation paid to the Independent Contractor for its Services from the Effective Date through the Expiration Date is earned at the per diem rate of \$658 (the "Per Diem Rate"). If the Independent Contractor were to fail or refuse to completely perform its services hereunder as a result of or based upon circumstances that are within the Independent Contractor's control, the Corporation shall be entitled, upon written demand (the "Penalty Notice"), to receive from the Independent Contractor 150% of the Per Diem Rate to have been earned by the Independent Contractor from the date of the Penalty Notice to the Expiration Date

SECTION SEVEN

Place of Work

It is understood that the Services shall be rendered primarily from the Independent Contractor's offices in Wilkes-Barre, Pennsylvania and Boca Raton, Florida, but that any approved agent or employee of the Independent Contractor shall, upon request of the Corporation, travel to the Corporation's executive offices located at 66 B Street, Needham, Massachusetts, or such other places as may be designated by the Corporation.

SECTION EIGHT

Time Devoted To Work

In performing the Services, the hours that approved agents and employees of the Independent Contractor work on any given day shall be entirely within the Independent Contractor's control and the Corporation shall rely upon the Independent Contractor to determine the number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

SECTION NINE

Status of Independent Contractor

The Independent Contractor and the Corporation acknowledge and agree that the Independent Contractor shall perform the Services hereunder as an "independent contractor" and not as agent or employee of the Corporation, and nothing herein shall be construed to be inconsistent with this relationship or status. Except as provided herein, it is agreed between the parties hereto that the Independent Contractor is solely responsible for all labor and expenses in connection with the performance of every obligation of the Independent Contractor hereunder. The Independent Contractor assumes the responsibility for furnishing the Services hereunder and shall withhold and pay when due all employment taxes required by federal, state and local laws, including, without limitation, all social security and withholding taxes, and contributions for unemployment and compensation funds. The Independent Contractor acknowledges and understands that the Corporation will not maintain worker's compensation, health or liability insurance on behalf of the Independent Contractor.

SECTION TEN

Materials and Equipment

Except as provided herein, the Independent Contractor shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement.

SECTION ELEVEN

Work Standards

The Independent Contractor shall adhere to professional standards and shall perform all Services required under this Agreement in a manner consistent with generally accepted procedural standards.

SECTION TWELVE

Copyrights and Patents

The Corporation shall own all copyrights and/or patents developed by the Independent Contractor while performing the Services provided under this Agreement. All improvements, discoveries, ideas, inventions, concepts, trade names, trademarks, service marks, logos, processes, products, computer programs or software, subroutines, source codes, object codes, algorithms, machines, apparatuses, items of manufacture or composition of matter, or any new uses therefore or improvements thereon, or any new designs or modifications or configurations of any kind, or work of authorship of any kind, including without limitation, compilations and derivative works, and techniques (whether or not copyrightable or patentable) conceived, developed, reduced to practice or otherwise made by the Independent Contractor, or any of the Independent Contractor's agents or employees, and in any ways related to the rendering of Services under this Agreement shall become property of the Corporation. The Independent Contractor agrees to assign, and hereby does assign (and hereby agrees to cause its agents and employees to assign), to the Corporation any and all copyrights, patents and propriety rights in any such invention to the Corporation, together with the right to file and/or own wholly without restrictions applications for United States and foreign patents, trademark registration and copyright registration and any patent, or trademark or copyright registration issuing thereon.

SECTION THIRTEEN

Privileged and Confidential Information

13.1 The Corporation and the Independent Contractor acknowledge that the Corporation has acquired and developed, and will continue to acquire and develop, information related to its business and its industry which is secret and confidential in character and is and will continue to be of great and unique value to the Corporation and its subsidiaries and affiliates. The term "confidential information" as used in this Agreement shall mean all trade secrets, propriety information and other data or information (and any tangible evidence, record or representation thereof), whether prepared, conceived or developed by an

employee of the Corporation or received by the Corporation from an outside source (including the Independent Contractor), which is in the possession of the Corporation, which is maintained in confidence by the Corporation or any subsidiary or affiliate of the Corporation or which might permit the Corporation or any subsidiary or affiliate of the Corporation or any of their respective customers to obtain a competitive advantage over competitors who do not have access to such trade secrets, proprietary information, or other data or information, including, without limitation, information concerning the Corporation's seasonal product line plans, store and brand image and trade dress developments and strategies, business plans, real estate leasing terms, conditions and plans, occupancy costs, customers, suppliers, designs, advertising plans, marketing plans merchandising plans, market studies and forecasts, competitive analyses, pricing policies, employee lists, and the substance of agreements with landlords, tenants, subtenants, customers, suppliers and others. The term "confidential information" also includes information that the Corporation has in its possession from third parties, that such third parties claim to be confidential or proprietary, and which the Corporation has agreed to keep confidential. However, the term "confidential information" as used in this Agreement shall not include information that is generally known to the public or in the trade as a result of having been disclosed by the Corporation in a press release or in a filing by the Corporation with the U.S. Securities and Exchange Commission. The Independent Contractor shall keep and maintain all confidential information in complete secrecy, and shall not use for itself or others, or divulge to others, any knowledge, data or other information relating to any matter which is confidential information relating to the Corporation obtained by the Independent Contractor as a result of its Services, unless authorized in writing by the Corporation in advance of such use or disclosure. All written information made available to the Independent Contractor by the Corporation, which concerns the business activities of the Corporation, shall be the Corporation's property and shall, if requested in writing by the Corporation, be delivered to it on the termination or expiration of this Agreement.

13.2 The Independent Contractor acknowledges that money alone will not adequately compensate the Corporation for breach of any confidentiality agreement herein and, therefore, agrees that in the event of the breach or threatened breach of such agreement, in addition to other rights and remedies available to the Corporation, at law, in equity or otherwise, the Corporation shall be entitled to injunctive relief compelling specific performance of, or other compliance with, the terms hereof, and such rights and remedies shall be cumulative.

SECTION FOURTEEN

Indemnification

14.1 The Independent Contractor shall defend, indemnify and hold harmless the Corporation (including, without limitation, the Corporation's successors, assigns, subsidiaries, affiliates and contractors and their respective officers, directors, employees, agents and other representatives) from and against all liabilities, losses, claims, actions, damages, expenses (including but not limited to attorneys' fees), suits and assessments (whether proven or not) based upon or arising out of damage or injury (including death) to persons or property caused by Independent Contractor in connection with the performance of Services, or based upon any violation of any applicable statute, law, ordinance, code or regulation. The Independent Contractor shall also defend, indemnify and hold harmless the Corporation against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state, or local income taxes imposed or required under applicable laws with respect to Services performed and compensation paid the Independent Contractor under this Agreement.

14.2 Notwithstanding anything contained in the preceding paragraph, the Corporation shall defend, indemnify and hold harmless the Independent Contractor (including, without limitation, the Independent Contractor's successors, assigns, subsidiaries, affiliates and contractors and their respective officers, directors, employees, agents and other representatives) from and against all liabilities, losses, claims, actions, damages, expenses (including but not limited to attorney's fees), suits and assessments (whether proven or not) based upon or arising out of damage or injury (including death) to persons or property caused by the Corporation in connection with the Corporation's performance of its obligations under this Agreement (including, but not limited to, claims based upon the material supplied to the Independent Contractor by the Corporation and utilized by the Independent Contractor in performing the Services), or based upon any violation of any applicable statute, law, ordinance, code or regulation.

SECTION FIFTEEN

Compliance with Laws

The parties agree that all obligations to be performed by the parties under this Agreement shall be performed in compliance with all then applicable federal, state and local laws and regulations.

SECTION SIXTEEN

Approvals

16.1 In addition to approvals required by other Sections of this Agreement, the Independent Contractor shall seek to obtain the Corporation's written approval in advance of all expenditures in excess of four thousand dollars (\$4,000.00) incurred in connection with the rendering of Services and for which the Independent Contractor seeks reimbursement from the Corporation. In addition, all estimates presented to the Corporation by the Independent Contractor for the Corporation's consideration and/or approval shall be carefully prepared and shall be based upon reasonable assumptions using the Independent Contractor's best judgment.

16.2 All approvals by the Corporation must be in writing and shall be sought from the President and Chief Executive Officer of the Corporation, or such other person that the Board of Directors may designate in writing from time to time. As of the date of this Agreement, the President and Chief Executive Officer of the Corporation is David Levin. If the Corporation fails to approve in writing any matter submitted for approval within fifteen (15) days from the date of its submission, then the matter submitted for approval shall be deemed to be disapproved.

SECTION SEVENTEEN

Notices

All notices and other communications required or permitted to be given under this Agreement by one party to another shall be in writing and the same shall be deemed effective when delivered (i) in person, (ii) by United States certified or registered first class or priority mail, return receipt requested, (iii) by nationally-recognized overnight delivery or courier service, or (iv) by facsimile transmission (781-449-8666 for the Corporation, and 570-820-7014 for the Independent Contractor), and addressed to the party's principal offices set forth on page one of this Agreement, or at such other address or facsimile telephone number as may be designated in writing by such party to the other in accordance with the requirements of this Section 16.

SECTION EIGHTEEN

Governing Law

The place of this Agreement, its status, or forum is at all times in the County of Norfolk, Commonwealth of Massachusetts, in which County and Commonwealth all matters, whether sounding in contract or in tort relating to the validity, construction, interpretation, and enforcement of this Agreement, shall be determined. This Agreement shall be construed and enforced according to the laws of Massachusetts without regard to its principles of conflicts of laws. Any action on the Agreement or arising out of its terms and conditions shall be instituted and litigated in the courts of the Commonwealth of Massachusetts. In accordance, the parties submit to the jurisdiction of the courts of the Commonwealth of Massachusetts. The prevailing party in any such litigation shall be entitled to recover its reasonable attorneys' fees in addition to any damages that may result from a breach of this Agreement.

SECTION NINETEEN

Miscellaneous

This Agreement may not be modified, amended, or waived, except by a writing executed by both parties hereto. This Agreement, and all attached or referenced schedules, exhibits and attachments, constitutes the full and entire understanding and agreement between the two parties with regard to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter. The section headings herein are for convenience of reference only, are not part of this

Agreement and shall have no effect on the interpretation of this Agreement or the provisions hereof. Neither this Agreement nor any interest therein, or claim thereunder, shall be assigned or transferred by the Independent Contractor to any party or parties. If any provision of this Agreement shall to any extent be invalid or unenforceable, such invalid or unenforceable provision shall be reformed to the extent required to make it valid and enforceable to the maximum extent possible under law, and the remainder of this Agreement shall not be affected thereby, with each provision hereof being valid and enforceable to the fullest extent permitted by law. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Consulting Agreement in duplicate, each of which is deemed an original, as of the Effective Date.

ATTEST:

DESIGNS, INC.

/s/ Dennis R. Hernreich

Dennis R. Hernreich

By: _____
/s/ David Levin
(Signature)
Print Name: David Levin
Print Title: President and Chief Executive Officer

ATTEST:

JEWELCOR MANAGEMENT, INC.

/s/ Maria Sciandra

Maria Sciandra

By: _____
/s/ Richard L. Huffsmith
(Signature)
Print Name: Richard L. Huffsmith
Print Title: Vice-President/General Counsel

SCHEDULE A

Consulting Agreement

Between

JEWELCOR MANAGEMENT, INC.

And

DESIGNS, INC.

SERVICES

The services to be performed by the Independent Contractor are to assist in developing and assist in implementing a strategic operating plan, which assistance shall include:

- (a) assist in seeking to reduce operating expenses and overhead, merchandising, budgeting, financing, real estate, insurance, corporate development, and investor relations;
- (b) assist in seeking to identify and hire certain management level employees;
- (c) assist in analysis and negotiation of business relationships;
- (d) assist in analysis, drafting and negotiation of arrangements with certain executive officers and others; and
- (e) such other services as the Board of Directors may reasonably request from time to time.

DATE: May 29, 2007
 TO: David A. Levin, President and Chief Executive Officer
 FROM: George T. Porter, Jr., Chairman, Compensation Committee

David:

This confirms your bonus for business year 2006. The results achieved yielded a 107.95% bonus against a target of \$750,000 or \$809,625. Congratulations on a great performance for the 2006 business year.

As to the current year, business year 2007, we are raising your salary to \$780,000 effective as of May 1, 2007.

Your targeted base bonus for business year 2007 will be \$780,000 and will be performance based. The sole metric will be EBITDA (before extraordinary items). The illustrative table below shows EBITDA and bonus amounts in round numbers. The actual bonus will be calculated from real EBITDA dollar amounts.

The following table illustrates the parameters of the plan:

EBITDA	BONUS %	BONUS \$
Less than *	0	0
*	80	624,000
*	85	663,000
*	90	702,000
*	95	741,000
*	100	780,000
*	105	819,000
*	110	858,000
*	115	897,000
*	120	936,000
*	125	975,000
*	130	1,014,000
*	135	1,053,000
*	140	1,092,000
*	145	1,131,000
*	150	1,170,000

The bonus is capped at 150% of your target. That is, any EBITDA in excess of \$* will still earn the maximum bonus of \$1,170,000.

* [As supported by the Securities and Exchange Commission's Frequently Asked Questions dated November 23, 2004 (Question 13), as well as Instruction 4 to Item 402(b) of Regulation S-K, the Registrant has excluded information relating

to target levels with respect to specific quantitative and qualitative performance – related factors, or factors or criteria involving confidential commercial or business information, the disclosure of which would have an adverse effect on the Registrant].

For purposes of this 2007 Bonus Plan, the 2007 EBITDA shall include only those CMRG operations that existed in the 2007 Plan. For example, if the Company acquires another business in 2007 that was not planned for, EBITDA generated from that business shall be excluded for purposes of this 2007 Bonus Plan. As has been our custom, to be eligible for the bonus, you must be actively employed at the end of the fiscal year and at the time of the bonus distribution.

The Company will, during the term of your employment, pay the insurance premium for a \$2,000,000 life insurance policy on your behalf with you making the election of the designated beneficiary to the policy.

Section 8(i) of your Employment Agreement is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

“8.(i) In the event Executive is terminated without justifiable cause (as defined herein) within one (1) year after a Change of Control has occurred, Executive shall receive in full satisfaction of any obligation relating to Executive’s employment or the termination thereof an amount equal to the product of (a) the sum of (I) the Executive’s base monthly salary then in effect plus (II) an amount equal to the average of the last two (2) fiscal years annual performance-based cash bonus plan payout divided by twelve (12), multiplied by (b) 24. The Company must make a lump sum payment of all money due and owing within fifteen (15) days of termination.”

Kindest regards,

/s/ George T. Porter, Jr.

George T. Porter, Jr., Chairman

AGREED TO AND ACCEPTED:

/s/ David A. Levin

David A. Levin

DATE: May 29, 2007
 TO: Dennis R. Hernreich, Executive Vice President, Chief Operating Officer,
 Chief Financial Officer, Treasurer and Secretary
 FROM: George T. Porter, Jr., Chairman, Compensation Committee

Dennis:

This confirms your bonus for business year 2006. The results achieved yielded a 107.95% bonus against a target of \$575,000 or \$620,712.50. Congratulations on a great performance for the 2006 business year.

As to the current year, business year 2007, we are raising your salary to \$598,000 effective as of May 1, 2007.

Your targeted base bonus for business year 2007 will be \$598,000 and will be performance based. The sole metric will be EBITDA (before extraordinary items). The illustrative table below shows EBITDA and bonus amounts in round numbers. The actual bonus will be calculated from real EBITDA dollar amounts.

The following table illustrates the parameters of the plan:

EBITDA	BONUS %	BONUS \$
Less than *	0	0
*	80	478,400
*	85	508,300
*	90	538,200
*	95	568,100
*	100	598,000
*	105	627,900
*	110	657,800
*	115	687,700
*	120	717,600
*	125	747,500
*	130	777,400
*	135	807,300
*	140	837,200
*	145	867,100
*	150	897,000

The bonus is capped at 150% of your target. That is, any EBITDA in excess of \$* will still earn the maximum bonus of \$897,000.

* [As supported by the Securities and Exchange Commission's Frequently Asked Questions dated November 23, 2004 (Question 13), as well as Instruction 4 to Item

402(b) of Regulation S-K, the Registrant has excluded information relating to target levels with respect to specific quantitative and qualitative performance – related factors, or factors or criteria involving confidential commercial or business information, the disclosure of which would have an adverse effect on the Registrant].

For purposes of this 2007 Bonus Plan, the 2007 EBITDA shall include only those CMRG operations that existed in the 2007 Plan. For example, if the Company acquires another business in 2007 that was not planned for, EBITDA generated from that business shall be excluded for purposes of this 2007 Bonus Plan. As has been our custom, to be eligible for the bonus, you must be actively employed at the end of the fiscal year and at the time of the bonus distribution.

The Company will, during the term of your employment, pay the insurance premium for a \$2,000,000 life insurance policy on your behalf with you making the election of the designated beneficiary to the policy.

Section 8(i) of your Employment Agreement is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

“8.(i) In the event Executive is terminated without justifiable cause (as defined herein) within one (1) year after a Change of Control has occurred, Executive shall receive in full satisfaction of any obligation relating to Executive’s employment or the termination thereof an amount equal to the product of (a) the sum of (I) the Executive’s base monthly salary then in effect plus (II) an amount equal to the average of the last two (2) fiscal years annual performance-based cash bonus plan payout divided by twelve (12), multiplied by (b) 24. The Company must make a lump sum payment of all money due and owing within fifteen (15) days of termination.”

Kindest regards,

/s/ George T. Porter, Jr.

George T. Porter, Jr., Chairman

AGREED TO AND ACCEPTED:

/s/ Dennis R. Hernreich

Dennis R. Hernreich

May 25, 2007

Linda Carlo
Exec Vp / Business Development, Director to Consumer
Dept: 100 — Executive

Dear Linda:

We are pleased to inform you that you've been selected as a participant in the Casual Male Retail Group, Inc. Annual Incentive Plan for the Plan Year beginning February 4, 2007 and ending February 2, 2008. **As a merchant participant in the Annual Incentive Plan, you may be eligible for a mid-year incentive payment depending on your performance against your personal performance goals through the first two (2) quarters of the fiscal year.**

The Annual Incentive Plan is designed to reward key associates who are in leadership roles within the organization and are positioned to directly impact business results. In addition to providing key associates with a performance based financial incentive, the Plan adds value by reinforcing a high performance business culture, focusing attention on achieving specific financial performance objectives, driving productivity and efficiencies that improve sales and profits and increasing shareholder value when performance objectives are met.

The Annual Incentive Plan consists of two (2) components:

- Personal Performance Component
- CMRG Performance Component

Your bonus participation level is summarized below:

- 40% Of Base Annual Earnings @ Target
- 60% based upon Personal Performance Goals
- 40% based upon CMRG Performance Goals

The amount of your bonus payment is calculated as a percentage of your annual base earnings and is based upon the performance of your business unit as measured against the performance criteria shown in the attached schedule.

We believe this year's plan presents an outstanding opportunity to achieve and even surpass the established targets. We will periodically provide all participants with updated information of our progress against the performance goals. In the meantime, best of luck to all Incentive Plan participants....

/s/ DAVID A. LEVIN

David A. Levin, President and CEO

/s/ DENNIS R. HERNREICH

Dennis R. Hernreich, COO and CFO

May 25, 2007

Jack McKinney
CIO
Dept: 181 — MIS Operations

Dear Jack:

We are pleased to inform you that you've been selected as a participant in the Casual Male Retail Group, Inc. Annual Incentive Plan for the Plan Year beginning February 4, 2007 and ending February 2, 2008.

The Annual Incentive Plan is designed to reward key associates who are in leadership roles within the organization and are positioned to directly impact business results. In addition to providing key associates with a performance based financial incentive, the Plan adds value by reinforcing a high performance business culture, focusing attention on achieving specific financial performance objectives, driving productivity and efficiencies that improve sales and profits and Increasing shareholder value when performance objectives are met.

Your bonus participation level is summarized below:

- 35% Of Base Annual Earnings @ Target
- 100% based upon CMRG Performance Goals

The amount of your bonus payment is calculated as a percentage of your annual base earnings and is based upon the performance of your business unit as measured against the performance criteria shown in the attached schedule.

We believe this years plan presents an outstanding opportunity to achieve and even surpass the established EBITDA targets. We will periodically provide all participants with updated information of our progress against the performance goals. In the meantime, best of luck to all Incentive Plan participants.

/s/ DAVID A. LEVIN

David A. Levin, President and CEO

/s/ DENNIS R. HERNREICH

Dennis R. Hernreich, COO and CFO

May 25, 2007

Walter Sprague
Sr VP
Dept: 120 — Human Resources

Dear Walter:

We are pleased to inform you that you've been selected as a participant in the Casual Male Retail Group, Inc. Annual Incentive Plan for the Plan Year beginning February 4, 2007 and ending February 2, 2008.

The Annual Incentive Plan is designed to reward key associates who are in leadership roles within the organization and are positioned to directly impact business results. In addition to providing key associates with a performance based financial incentive, the Plan adds value by reinforcing a high performance business culture, focusing attention on achieving specific financial performance objectives, driving productivity and efficiencies that improve sales and profits and Increasing shareholder value when performance objectives are met.

Your bonus participation level is summarized below:

- 35% Of Base Annual Earnings @ Target
- 100% based upon CMRG Performance Goals

The amount of your bonus payment is calculated as a percentage of your annual base earnings and is based upon the performance of your business unit as measured against the performance criteria shown in the attached schedule.

We believe this years plan presents an outstanding opportunity to achieve and even surpass the established EBITDA targets. We will periodically provide all participants with updated information of our progress against the performance goals. In the meantime, best of luck to all Incentive Plan participants.

/s/ DAVID A. LEVIN

David A. Levin, President and CEO

/s/ DENNIS R. HERNREICH

Dennis R. Hernreich, COO and CFO