

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): June 6, 2006

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

In connection with the stock repurchase program discussed below under Item 8.01, the Company amended its credit facility (the "Amended Credit Facility") with Bank of America Retail Group, LLC, effective as of May 19, 2006, by executing the Fourth Amendment to the Fourth Amended and Restated Loan and Security Agreement (the "Amendment"). The Amendment allows the Company to repurchase, redeem or acquire its common stock provided that the Company maintains certain Excess Availability levels, as defined in the Amended Credit Facility.

A copy of the Fourth Amendment to the Fourth Amended and Restated Loan and Security Agreement is attached hereto as Exhibit 10.1.

ITEM 8.01 Other Events

On June 6, 2006, the board of directors of Casual Male Retail Group, Inc. (the "Company") announced a stock repurchase program to repurchase up to \$30 million of its common stock through open market purchases and privately negotiated transactions pursuant to Rule 10b-18 of the Securities and Exchange Commission. The stock repurchase program will expire on June 6, 2007 and may be previously terminated at any time without prior notice. The funds required for the stock repurchases will be obtained from operating funds of the Company and/or borrowings on its Amended Credit Facility, as defined above.

A copy of the press release dated June 7, 2006 announcing the stock repurchase

program is attached hereto as Exhibit 99.1.

ITEM 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
10.1	Fourth Amendment to the Fourth Amended and Restated Loan and Security Agreement effective as of May 19, 2006, by and among the Company and Fleet Retail Group, LLC. (d/b/a Bank of America Retail Group, LLC).
99.1	Press Release dated June 7, 2006 announcing the Company's stock repurchase program.

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: June 7, 2006

FOURTH AMENDMENT TO
FOURTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

This Fourth Amendment to Fourth Amended and Restated Loan and Security Agreement (the "Fourth Amendment") is made as of this 19 day of May, 2006 by and among

CASUAL MALE RETAIL GROUP, INC., and DESIGNS APPAREL, INC. (referred to individually as a "Borrower" and collectively as the "Borrowers"); and

CASUAL MALE RETAIL GROUP, INC., as Borrowers' Representative for the Borrowers; and

FLEET RETAIL GROUP, LLC, (formerly known as FLEET RETAIL GROUP, INC.), HELLER FINANCIAL, INC., NATIONAL CITY BUSINESS CREDIT, INC., WELLS FARGO FOOTHILL, INC., WELLS FARGO BUSINESS CREDIT, INC., LASALLE RETAIL FINANCE, A DIVISION OF LASALLE BUSINESS CREDIT, INC., AGENT FOR STANDARD FEDERAL BANK NATIONAL ASSOCIATION, and WEBSTER BUSINESS CREDIT CORPORATION (together with each of their successors and assigns, referred to individually as a "Revolving Credit Lender" and collectively as the "Revolving Credit Lenders"); and

FLEET RETAIL GROUP, LLC, (formerly known as FLEET RETAIL GROUP, INC.), as SwingLine Lender together with the Revolving Credit Lenders the "Lenders"; and

FLEET RETAIL GROUP, LLC, (formerly known as FLEET RETAIL GROUP, INC.), as Administrative Agent and Collateral Agent for the Lenders; and

WELLS FARGO FOOTHILL, INC., as Syndication Agent; and

NATIONAL CITY BUSINESS CREDIT, INC. and HELLER FINANCIAL, INC., as Co-Documentation Agents (together with the Administrative Agent, Collateral Agent and Syndication Agent, the "Agents").

in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H

A. Reference is made to the Fourth Amended and Restated Loan and Security Agreement dated as of October 29, 2004 by and among the Borrowers, the Borrowers' Representative, the Lenders and the Agents, as amended by that certain First Amendment to Fourth Amended and Restated Loan and Security Agreement dated March 16, 2005, as amended by that certain Second Amendment to Fourth Amended and Restated Loan and Security Agreement dated December 15, 2005, and as amended by that Third Amendment to Fourth Amended and Restated Loan and Security Agreement dated December 15, 2005 (as amended and in effect the "Credit Agreement").

B. The Borrowers have requested that the Agents and the Lenders agree to amend the Credit Agreement to allow the Loan Parties to repurchase some of the capital stock of Casual Male.

C. The Agents and the Lenders, subject to the terms and conditions of this Fourth Amendment have agreed to modify the Credit Agreement.

Accordingly, the Agents, the Lenders, the Loan Parties, and the Borrowers' Representative agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

2. Amendment to Credit Agreement.

a. Article 1 of the Credit Agreement is amended as follows:

(i)The following definitions are added to Article 1 of the Credit Agreement:

"Permitted Stock Repurchase" :The repurchase, redemption, or acquisition by the Borrowers of Casual Male's capital stock provided that (i) as of the date of such repurchase, redemption, or acquisition, and immediately after giving effect thereto, there exists no Default; (ii) as of the date of such repurchase, redemption, or acquisition and immediately after giving effect thereto, Excess Availability is greater than \$30,000,000.00 as determined by the Agent based upon the Borrowing Base Certificate delivered to the Agent pursuant to Section 6.4 of the Loan Agreement; and (iii) the Borrowers' Representative has delivered to the Agent contemporaneously with the monthly

officers certificate delivered pursuant to Sections 6.5 and 6.8 of the Loan Agreement monthly pro forma financial projections demonstrating immediately after giving effect to all repurchases, redemptions, or acquisitions projected to be made during the then next Fiscal quarter (x) Excess Availability would not be less than \$30,000,000.00 for such Fiscal quarter and (y) the Excess Availability would not be less than \$30,000,000.00 as determined on a pro forma basis over the two (2) Fiscal quarters next following such Fiscal quarter, which projections are in form and substance satisfactory to the Agent are based on reasonable projections of the financial performance of the Borrowers and are accompanied by a certificate of the Borrowers' Representative's Chief Executive Officer, President or Chief Financial Officer certifying that such projections are accurate and complete provided that at any time the actual repurchases, redemptions, or acquisitions, made during any Fiscal quarter exceed those projected to be made for such Fiscal quarter as set forth in the certificate described in clause (iii) hereof, Borrowers' Representatives shall promptly deliver to the Agent updated monthly pro forma financial projections demonstrating compliance with the requirements set forth in clause (iii) hereof based on the actual repurchases, redemptions, or acquisitions made together with a certificate of the Borrowers' Representative's Chief Executive Officer, President or Chief Financial Officer certifying the updated projections as accurate and complete.

b. Article 5 of the Credit Agreement is amended as follows:

(i) Section 5.20(b) of the Credit Agreement is deleted in its entirety and replaced with the following:

"Redeem, retire, purchase, or acquire any of Casual Male's capital stock, other than pursuant to a Permitted Stock Repurchase.

3. Ratification of Loan Documents. Except as otherwise provided for herein, the terms and conditions of the Credit Agreement and of the other Loan Documents remain in full force and effect, and each Loan Party hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of, and the warranties and representations set forth, therein.

4. Conditions Precedent to Effectiveness. This Fourth Amendment shall not be effective until each of the following conditions precedent have been fulfilled to the satisfaction of the Administrative Agent:

a. This Fourth Amendment shall have been duly executed and delivered by the respective parties hereto, and, shall be in full force and effect.

b. All action on the part of the Loan Parties necessary for the valid execution, delivery and performance by the Loan Parties of this Fourth Amendment shall have been duly and effectively taken and evidence thereof satisfactory to the Administrative Agent shall have been provided to the Administrative Agent.

c. The Loan Parties shall have provided such additional instruments and documents to the Administrative Agent as the Administrative Agent and the Administrative Agent's counsel may have reasonably requested.

5. Miscellaneous.

a. This Fourth Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

b. This Fourth Amendment expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.

c. Any determination that any provision of this Fourth Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not effect the validity, legality or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Fourth Amendment.

d. The Loan Parties shall pay on demand all reasonable costs and expenses of the Administrative Agent, including, without limitation, reasonable attorneys' fees in connection with the preparation, negotiation, execution and delivery of this Fourth Amendment.

e. Each Loan Party warrants and represents that the Loan Party has consulted with independent legal counsel of each Loan Party's selection in connection with this Fourth Amendment and is not relying on any representations or warranties of the Administrative Agent or its counsel in entering into this Fourth Amendment.
[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have duly executed this Fourth Amendment as of the day and year first above written.

CASUAL MALE RETAIL GROUP, INC., a Delaware corporation, as Borrower and Borrowers' Representative

By /s/ DENNIS R. HERNREICH

Name: Dennis R. Hernreich
Title: Executive Vice President,
Chief Operating Officer, Chief
Financial Officer, Treasurer and Secretary

DESIGNS APPAREL, INC., as Borrower

By /s/ DENNIS R. HERNREICH

Name: Dennis R. Hernreich
Title: Executive Vice President, Chief
Operating Officer, Chief Financial Officer,
Treasurer and Secretary

("GUARANTORS")

CASUAL MALE CANADA INC.

By /s/ DENNIS R. HERNREICH

Name: Dennis R. Hernreich
Title: Executive Vice President,
Chief Operating Officer, Chief
Financial Officer, Treasurer and Secretary

CAPTURE, LLC
By Casual Male Store, LLC, its sole
Member

By /s/ DENNIS R. HERNREICH

Name: Dennis R. Hernreich
Title: Executive Vice President,
Chief Operating Officer, Chief
Financial Officer, Treasurer and Secretary

CASUAL MALE STORE, LLC

By /s/ DENNIS R. HERNREICH

Name: Dennis R. Hernreich
Title: Executive Vice President,
Chief Operating Officer, Chief
Financial Officer, Treasurer and Secretary

CASUAL MALE RETAIL STORE, LLC

By /s/ DENNIS R. HERNREICH

Name: Dennis R. Hernreich
Title: Executive Vice President,
Chief Operating Officer, Chief

Financial Officer, Treasurer and Secretary

CASUAL MALE DIRECT, LLC

By /s/ DENNIS R. HERNREICH

Name: Dennis R. Hernreich
Title: Executive Vice President,
Chief Operating Officer, Chief
Financial Officer, Treasurer and Secretary

CASUAL MALE RBT, LLC

By /s/ DENNIS R. HERNREICH

Name: Dennis R. Hernreich
Title: Executive Vice President,
Chief Operating Officer, Chief
Financial Officer, Treasurer and Secretary

CASUAL MALE RBT (U.K.) LLC

By /s/ DENNIS R. HERNREICH

Name: Dennis R. Hernreich
Title: Executive Vice President,
Chief Operating Officer, Chief
Financial Officer, Treasurer and Secretary

FLEET RETAIL GROUP, LLC, as
Administrative Agent, Collateral
Agent, Revolving Credit Lender, and
SwingLine Lender

By /s/ KATHLEEN DIMOCK

Name: Kathleen Dimock
Title: Managing Director

HELLER FINANCIAL, INC., as Co-
Documentation Agent and Revolving
Credit Lender

By /s/ AMANDA VAN HEYST

Name: Amanda Van Heyst
Title: Duly Authorized Signatory

NATIONAL CITY BUSINESS CREDIT,
INC., as Co-Docummentation Agent and
Revolving Credit Lender

By /s/ KATHRYN C. ELLERO

Name: Kathryn C. Ellero
Title: Vice President

WELLS FARGO FOOTHILL, INC., as
Syndication Agent and Revolving
Credit Lender

By /s/ EUNNIE KIM

Name: Eunnie Kim
Title: Vice President

WELLS FARGO BUSINESS CREDIT, INC.,
as Revolving Credit Lender

By /s/ NIKI STONE

Name: Niki Stone
Title: Relationship Manager

LASALLE RETAIL FINANCE, A DIVISION
OF LASALLE BUSINESS CREDIT, INC.,
AGENT FOR STANDARD FEDERAL BANK
NATIONAL ASSOCIATION, as Revolving
Credit Lender

By /s/ DANIEL O'ROURKE

Name: Daniel O'Rourke
Title: First Vice President

WEBSTER BUSINESS CREDIT
CORPORATION, as Revolving Credit
Lender

By /s/ ANDREW D. WIERMAN

Name: Andrew D. Wierman
Title: Vice President

For Information Contact:

Company Contact:

Jeff Unger, Investor Relations
(561) 514-0115

Andrew Bard, Weber Shandwick
212-445-8368

Casual Male Retail Group, Inc. Announces \$30 million Stock Repurchase Program

CANTON, MA, June 7, 2006 -- Casual Male Retail Group, Inc. (NASDAQ/NMS: "CMRG"), retail brand operator of Casual Male XL and Rochester Big & Tall, announced today that the Company's Board of Directors has authorized the Company to repurchase up to \$30 million of its common stock.

"The stock repurchase program is a good investment of available funds and reflects our commitment to shareholders and confidence in the Company's earnings growth and accelerating cash flow," said David Levin, President and Chief Executive Officer.

The stock repurchase program authorizes the Company to repurchase up to \$30 million of its common stock through open market and privately negotiated transactions pursuant to Rule 10b-18 of the Securities and Exchange Commission (the "SEC"). The stock repurchase program will expire on June 6, 2007 and may be previously terminated at any time without prior notice. The funds required for the share repurchases will be obtained from operating funds of the Company and/or borrowings on its revolving line of credit.

Casual Male Retail Group, Inc., the largest retailer of big and tall men's apparel with retail operations throughout the United States, Canada and London, England, operates 486 Casual Male XL and Casual Male Big & Tall stores, the Casual Male e-commerce site, Casual Male catalog business, 12 Casual Male at Sears-Canada stores and 23 Rochester Big & Tall stores and a direct to consumer business. The Company is headquartered in Canton, Massachusetts and its common stock is listed on the Nasdaq National Market under the symbol "CMRG."

The discussion of forward-looking information requires management of the Company to make certain estimates and assumptions regarding the Company's strategic direction and the effect of such plans on the Company's financial results. The Company's actual results and the implementation of its plans and operations may differ materially from forward-looking statements made by the Company. The Company encourages readers of forward-looking information concerning the Company to refer to its prior filings with the Securities and Exchange Commission, including without limitation, its Annual Report on Form 10-K filed on March 31, 2006, that set forth certain risks and uncertainties that may have an impact on future results and direction of the Company.