SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q
Quarterly Report Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

For the Quarterly Period
Ended November 2, 2002 Commission File Number 0-15898

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

Delaware	04-2623104
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)
555 Turnpike Street, Canton, MA	02021
(Address of principal executive offices)	(Zip Code)

(781) 828-9300
(Registrant's telephone
number, including area code)

Indicate by "X" whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes X No

Indicate by "X" whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Exchange Act).

Yes No X

The number of shares of common stock outstanding as of December 13, 2002 was 34,944,511.

CASUAL MALE RETAIL GROUP, INC.
CONSOLIDATED BALANCE SHEETS
November 2, 2002 and February 2, 2002
(In thousands, except share data)

ASSETS	November 2, 2002 (unaudited)	February 2, 2002
Current assets:		
Cash and cash equivalents	$ 3,394	$ -
Accounts receivable	7,651	491
Inventories	143,928	57,734
Deferred income taxes	652	652
Prepaid expenses	10,748	2,887
Total current assets	166,373	61,764
Property and equipment, net of accumulated depreciation and amortization	61,037	20,912
Other assets:		
Deferred income taxes	7,232	7,326
Intangible assets	75,648	-

Other assets	9,898	899
Total assets	$ 320,188	$ 90,901
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Current portion of long-term debt	$ 857	$ -
Accounts payable	42,897	7,074
Accrued expenses and other current liabilities	24,922	13,661
Notes payable	80,492	27,752
Total current liabilities	149,168	48,487
Long-term debt, net of current portion	52,865	-
Total liabilities	202,033	48,487
Minority interest	987	-
Stockholders' equity:		
Preferred Stock, $0.01 par value, 1,000,000 shares authorized, 180,162 shares of Series B Convertible Preferred Stock converted into common stock as of August 6, 2002, none outstanding at November 2, 2002 and February 2, 2002	-	-
Common Stock, $0.01 par value, 50,000,000 shares authorized, 38,351,724 and 17,608,000 shares issued at November 2, 2002 and February 2, 2002, respectively	383	176
Additional paid-in capital	146,230	56,189
Accumulated deficit	(20,335)	(5,304)
Treasury stock at cost, 3,119,236 and 3,040,000 shares at November 2, 2002 and February 2, 2002, respectively	(8,913)	(8,450)
Loan to executive	(197)	(197)
Total stockholders' equity	117,168	42,414
Total liabilities and stockholders' equity	$ 320,188	$ 90,901

The accompanying notes are an integral part of the consolidated financial statements.

CASUAL MALE RETAIL GROUP, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share data)
(Unaudited)

	Three months ended		Nine months ended	
	November 2, 2002	November 3, 2001	November 2, 2002	November 3, 2001
Sales	$ 125,155	$ 54,301	$ 277,287	$ 141,394
Cost of goods sold including occupancy	82,082	41,657	190,354	106,330
Gross profit	43,073	12,644	86,933	35,064
Expenses:				
Selling, general and administrative	37,803	10,202	80,932	29,979
Provision for restructuring, store closings and impairment of assets	-	-	7,985	-
Depreciation and amortization	2,298	1,134	6,687	3,947
Total expenses	40,101	11,336	95,604	33,926
Operating income (loss)	2,972	1,308	(8,671)	1,138
Interest expense, net	3,170	440	6,229	1,517
(Loss) income before minority interest and income taxes	(198)	868	(14,900)	(379)
Minority interest	132	-	131	-
Provision (benefit) for income taxes	-	330	-	(262)
Net (loss) income	$ (330)	$ 538	$(15,031)	$ (117)
(Loss) earnings per share- Basic and Diluted	$ (0.01)	$ 0.04	$ (0.69)	$ (0.01)
Weighted average number of common shares outstanding				
Basic	33,984	14,492	21,633	14,476
Diluted	33,984	15,065	21,633	14,476

The accompanying notes are an integral part of the consolidated financial statements.

CASUAL MALE RETAIL GROUP, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	Nine Months Ended	
	November 2, 2002	November 3, 2001
Cash flows from operating activities:		
Net loss	$ (15,031)	$ (117)
Adjustments to reconcile net loss to net cash used for operating activities:		
Depreciation and amortization	6,687	3,947
Accretion of warrants	895	-
Restructuring, store closings and impairment	11,048	-

Issuance of common stock and options	72	189
Loss on sale or disposal of fixed assets	34	17
Changes in operating assets and liabilities:		
Accounts receivable	(3,187)	(1,118)
Inventories	(17,553)	16,851)
Prepaid expenses	(4,026)	113
Other assets	(4,793)	(75)
Reserve for severance and store closings	-	(648)
Income taxes	94	(1,866)
Accounts payable	18,095	8,480
Accrued expenses and other current liabilities	(5,338)	2,656
Minority interest	131	-
Net cash used for operating activities	(12,872)	(5,273)
Cash flows from investing activities:		
Additions to property and equipment	(6,906)	(2,563)
Proceeds from disposal of property and equipment	1	21
Acquisition of Casual Male, net of cash acquired	(160,814)	-
Net cash used for investing activities	(167,719)	(2,542)
Cash flows from financing activities:		
Net borrowings under credit facility	52,740	7,829
Proceeds from the issuance of long term debt	40,676	-
Proceeds from the issuance of Series B Preferred Stock	76,449	-
Net Proceeds from minority equityholder of joint venture	856	-
Issuance (repurchase) of common stock	6,000	(33)
Proceeds from the issuance of warrants	9,589	-
Issuance of common stock under option program	284	19
Payment of equity transaction costs	(2,609)	-
Net cash provided by financing activities	183,985	7,815
Net change in cash and cash equivalents	3,394	-
Cash and cash equivalents:		
Beginning of the year	-	-
End of the period	$ 3,394	$ -

The accompanying notes are an integral part of the consolidated financial statements.

CASUAL MALE RETAIL GROUP, INC,
Notes to Consolidated Financial Statements

1. Basis of Presentation

In the opinion of management of Casual Male Retail Group, Inc., a Delaware corporation formerly known as Designs, Inc. (the "Company"), the accompanying unaudited consolidated financial statements contain all adjustments necessary for a fair presentation of the interim financial statements. These financial statements do not include all disclosures associated with annual financial statements and, accordingly, should be read in conjunction with the notes to the Company's audited consolidated financial statements for the fiscal year ended February 2, 2002 (included in the Company's Annual Report on Form 10-K, as amended, filed with the Securities and Exchange Commission).

The interim financial statements for the three and nine months ended November 2, 2002 contain the results of operations since May 14, 2002, of the Company's acquisition of substantially all of the assets of Casual Male Corp. and certain of its subsidiaries ("Casual Male"). For a complete description of the acquisition, see Note 2 below.

The information set forth in these statements may be subject to normal year-end adjustments. The information reflects all adjustments that, in the opinion of management, are necessary to present fairly the Company's results of operations, financial position and cash flows for the periods indicated. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The Company's business historically has been seasonal in nature and the results of the interim periods presented are not necessarily indicative of the results to be expected for the full year.

2. Acquisition

On May 14, 2002, pursuant to an asset purchase agreement entered into as of May 2, 2002, the Company completed the acquisition of Casual Male for a purchase price of approximately $170 million, plus the assumption of certain operating liabilities. The Company was selected as the highest and best bidder for the Casual Male assets at a bankruptcy court ordered auction commencing on May 1, 2002 and concluding on May 2, 2002. The U.S. Bankruptcy Court for the Southern District of New York subsequently granted its approval of the acquisition on May 7, 2002.

Casual Male, which was a leading independent specialty retailer of fashion, casual and dress apparel for big and tall men, had annual sales that exceeded $350 million. Casual Male sold its branded merchandise through various channels of distribution including full price and outlet retail stores, direct mail and the internet. Casual Male had been operating under the protection of the U.S. Bankruptcy Court since May 2001.

Under the terms of the asset purchase agreement, the Company acquired substantially all of Casual Male's assets including, but not limited to, the inventory and fixed assets of approximately 475 retail store locations and various intellectual property. In addition, the Company assumed certain operating liabilities including, but not limited to, existing retail store lease arrangements and the existing mortgage for Casual Male's corporate headquarters located in Canton, Massachusetts.

The allocation of purchase price as disclosed by the Company in the second quarter of fiscal 2003 has been adjusted to reflect the results of certain asset valuations which were completed during the third quarter of fiscal 2003.

The revised allocation of purchase price as of November 2, 2002 (subject to further adjustments) was as follows:

	Debit(Credit) (in thousands)
Cash and cash equivalents	$ 190
Accounts receivable	1,473
Merchandise inventory	71,705
Prepaid expenses	3,832
Property and equipment	46,629
Other assets	6,798
Goodwill	39,049
Casual Male trademark	35,000
Customer lists	1,600
Accounts payable	(17,728)
Accrued expenses and other current liabilities	(6,979)
Accrual for estimated transaction and severance costs	(8,417)
Mortgage note	(12,151)
Total cash paid for assets acquired and liabilities assumed	$ 161,004

The Casual Male acquisition, along with the payment of certain related fees and expenses, was completed with funds provided by: (i) approximately $30.2 million in additional borrowings from the Company's amended three-year $120.0 million senior secured credit facility with the Company's bank, Fleet Retail Finance, Inc. ("FRFI"), (ii) $15.0 million from a three-year term loan with a subsidiary of FRFI, (iii) proceeds from the private placement of $24.5 million principal amount of 12% senior subordinated notes due 2007 together with detachable warrants to acquire 1,715,000 shares of the Company's common stock at an exercise price of $.01 per share, and additional detachable warrants to acquire 1,176,471 shares of common stock at an exercise price of $8.50 per share, (iv) proceeds from the private placement of $11.0 million principal amount of 5% senior subordinated notes due 2007, (v) approximately $82.5 million of proceeds from the private placement of approximately 1.4 million shares of common stock and 180,162 shares of newly designated Series B Convertible Preferred Stock, par value $0.01 per share (which shares were automatically converted on August 8, 2002 into 18,016,200 shares of common stock), and (vi) the assumption of a mortgage note in the principal amount of approximately $12.2 million.

Below are the pro forma results for the three and nine months ended November 2, 2002, assuming that the acquisition had occurred on February 3, 2002, and the pro forma results for the three and nine months ended November 3, 2001, assuming that the acquisition had occurred on February 4, 2001:

For the three months ended (unaudited):

	Casual Male		Designs		Total Consolidated	
	11/2/02	11/3/01(1)	11/2/02	11/3/01	11/2/02	11/3/01
	(in millions)					
Sales	$ 74.7	$ 74.0	$ 50.5	$ 54.3	$ 125.2	$ 128.3
Gross Margin	31.8	32.4	11.8	12.6	43.6	45.0
Selling, general and administrative	28.0	30.1	10.4	10.2	38.4	40.3
Restructuring Reserve	-	-	-	-	-	-
Depreciation and Amortization	1.5	1.5	0.8	1.1	2.3	2.6
Interest Expense	2.6	2.6	0.5	0.4	3.1	3.0
Pre-tax income(loss)	$ (0.3)	$(1.8)	$ 0.1	$ 0.9	$ (0.2)	$ (0.9)

For the nine months ended (unaudited):

	Casual Male		Designs		Total Consolidated	
	11/2/02	11/3/01(1)	11/2/02(2)	11/3/01	11/2/02	11/3/01
	(in millions)					
Sales	$234.4	$233.5	$ 129.2	$ 141.4	$ 363.6	$ 374.9
Gross Margin	99.3	98.6	25.2	35.1	124.5	133.7
Selling, general and administrative	88.2	89.5	29.5	30.0	117.7	119.5
Restructuring Reserve	-	-	8.0	-	8.0	-
Depreciation and Amortization	5.7	5.9	3.7	3.9	9.4	9.8
Interest Expense	7.6	9.5	1.4	1.5	9.0	11.0
Pre-tax income(loss)	$ (2.2)	$(6.3)	$ (17.4)	$(0.3)	$ (19.6)	$ (6.6)

(1) Adjusted to eliminate the results of operations for closed store locations, which were not purchased by the Company.
(2) Includes the impact of restructuring charges totaling $11.0 million related to the downsizing of the Levi's(r)/Dockers(r) business which were recorded by the Company during the second quarter of fiscal 2003.

The pro forma results have been prepared based on available information, using assumptions that the Company's management believes are reasonable. The results do not purport to represent the actual results of operations that would have occurred if the acquisition had occurred on the dates specified. The above results are also not necessarily indicative of the results that may be achieved in the future.

The Company anticipates total annualized cost savings and synergies of approximately $20 to $25 million. Through the end of the third quarter of fiscal 2003, the Company has begun to realize benefits from approximately $12 million of these projected annualized savings as a result of overhead cost reductions and the integration of the Casual Male business with the former Designs business. The above pro formas do not reflect these anticipated cost savings except to the extent that such costs have been realized.

3. Debt

Revolver
- --------
The Company has a credit facility with Fleet Retail Finance Inc., which was most recently amended on May 4, 2002 in connection with the financing of the Casual Male acquisition (the "Amended Credit Agreement"). The Amended Credit Agreement, which expires May 14, 2005, principally provides for a total commitment of $120 million with the ability for the Company to issue documentary and standby letters of credit of up to $20 million. The Company's ability to borrow under the facility is determined using an availability formula based on eligible assets. The Company's obligations under the Amended Credit Agreement continue to be secured by a lien on all of its assets. The Amended Credit Agreement continues to include certain covenants and events of default customary for credit facilities of this nature, including change of control provisions and limitations on payment of dividends by the Company.

At November 2, 2002, the Company had outstanding borrowings of approximately $80.5 million under this credit facility. Outstanding standby letters of credit were $325,000 and outstanding documentary letters of credit were approximately $506,000 at November 2, 2002. Average borrowings outstanding under this facility during the first nine months of fiscal 2003 were approximately $53.0 million, resulting in an average unused excess availability of approximately $12.8 million during the first nine months of fiscal 2003. At November 2, 2002, the unused availability was $16.7 million. The Company was in compliance with all debt covenants under the Amended Credit Agreement at November 2, 2002.

Long-Term Debt
- --------------
Components of Long-term debt are as follows:
(in thousands)

Term Loan	$ 15,101
12% senior subordinated notes due 2007	15,806
5% senior subordinated notes due 2007	11,000
Mortgage note	11,815
Total long-term debt	53,722
Less: current portion of mortgage note	(857)
Long-term debt, less current portion	$ 52,865

On May 14, 2002, the Company entered into a three-year term loan with Back Bay Capital, a subsidiary of Fleet Retail Finance, Inc. Interest on the term loan includes a 12% coupon, 3% paid-in-kind and a 3% annual commitment fee, for a total annual yield of 18%.

In May 2002, the Company also issued $24.5 million principal amount of 12% senior subordinated notes through private placements. The carrying value of $15.8 million is net of the assigned value of unamortized warrants to acquire 1,715,000 shares of common stock at an exercise price of $0.01 per share and additional detachable warrants to acquire 1,176,471 shares of common stock at an exercise price of $8.50 per share. The total assigned value of the warrants of approximately $9.6 million, which has been reclassified to equity, is being amortized over the five-year life of the notes as interest expense. At November 2, 2002, the unamortized value of the warrants was $8.7 million.

In addition, in May 2002 the Company also issued $11.0 million principal amount of 5% senior subordinated notes through a private placement with the Kellwood

Company, with whom the Company has entered into a product sourcing agreement. Beginning at the end of the second quarter of fiscal 2004, the Company will make principal payments in the amount of $625,000 per quarter through the remaining term of the notes. Accrued interest is payable quarterly.

In connection with the Casual Male acquisition, the Company also assumed an outstanding mortgage note for real estate and buildings located in Canton, Massachusetts. The mortgage note, which bears interest at 9%, had an outstanding principal balance of $11.8 million at November 2, 2002.

4. Equity

Series B Preferred Stock Conversion and Issuance of Warrants

In connection with the Casual Male acquisition, the Company issued 180,162 shares of its Series B Convertible Preferred Stock through private placements. On August 8, 2002, all 180,162 shares of the Series B Convertible Preferred Stock were automatically converted into 18,016,200 shares of the Company's common stock. No value was assigned to this conversion feature since the price paid on that date for one share of preferred stock was the same price as the price at which 100 shares of common stock could be purchased on the date of the transaction.

Warrants to purchase common stock of the Company were also issued in connection with the acquisition. As part of the private placement of the Company's 12% senior subordinated notes, the Company issued warrants to purchase 1,715,000 shares of common stock at an exercise price of $0.01 per share and additional warrants to purchase 1,176,471 shares of common stock at an exercise price of $8.50 per share. The Company has assigned a value, based on the Black Scholes model, of $9.6 million for these warrants. The value of the warrants has been reflected as a component of stockholders' equity and is being amortized over the term of the corresponding debt, which is five years. Also, as part of the equity financing, the Company issued to its investment advisor warrants to purchase 500,000 shares of common stock at an exercise price of $4.25 per share. The total assigned value of these warrants of $1.2 million has been reflected as a cost of raising equity at August 3, 2002. All warrants are immediately exercisable.

At November 2, 2002, warrants to purchase 927,500 shares of the Company's common stock at an exercise price of $0.01 remained outstanding and all of the warrants to purchase shares of the Company's common stock at exercise prices of $4.25 and $8.50 per share described above were outstanding.

Earnings Per Share

Statement of Financial Accounting Standards No. 128, "Earnings Per Share," requires the computation of basic and diluted earnings per share. Basic earnings per share is computed by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the respective period. Diluted earnings per share is determined by giving effect to the exercise of stock options and certain warrants using the treasury stock method. The following table provides a reconciliation of the number of shares outstanding for basic and diluted earnings per share.

For the: (In thousands)	Three months ended 11/2/02	Three months ended 11/3/01	Nine months ended 11/2/02	Nine months ended 11/3/01
Basic weighted average common shares outstanding	33,984	14,492	21,633	14,476
Stock options, excluding the effect of anti-dilutive options and warrants totaling 1,036 shares for the three months ended November 2, 2002 and 1,075 and 600 shares for the nine months ended November 2, 2002 and November 3, 2001, respectively	--	573	--	--
Diluted weighted average common shares outstanding	33,984	15,065	21,633	14,476

The following potential common stock equivalents were excluded from the computation of diluted earnings per share, in each case, because the exercise price of such options and warrants was greater than the average market price per share of Common Stock for the periods reported:

(In thousands)	Three months ended 11/2/02	Three months ended 11/3/01	Nine months ended 11/2/02	Nine months ended 11/3/01

Stock Options	1,140	458	143	458
Warrants	1,676	-	1,176	-

5. Restructuring, Store Closing and Impairment of Assets

During the second quarter of fiscal 2003, the Company recorded charges totaling $11.0 million related to the Company's restructuring of its Levi's(r)/Dockers(r)business and the integration of the Casual Male operations. Of the total $11.0 million in restructuring charges, $4.5 million related to the impairment of assets of 38 stores which are among the 34 to 40 Levi's(r) and Dockers(r) stores that the Company intends to close over the next several years and $3.0 million related to inventory losses. The $3.0 million provision for inventory was included in gross margin on the statement of operations for the nine months ended November 2, 2002. In addition, the charge included $3.5 million related to the integration plan to combine the operations of Casual Male with that of the Company, which included relocating the Company's distribution facility and corporate offices to Canton, Massachusetts.

Of the total charge of $11.0 million, the total non-cash costs represented approximately $7.5 million of the charge, with the remaining consisting of the cash costs for integration expense and the inventory costs of liquidating stores. Of the total $11.0 million charge, $7.5 million, which was related to impairment of assets for store closings and the write-off of certain other assets in connection with the relocation of the Company's headquarters and distribution facility, was reflected as a reduction in Property, Plant and Equipment, and $3.5 million was recorded as a write-down of inventory on the Consolidated Balance Sheet at August 3, 2002. At November 2, 2002, the remaining reserve was $2.8 million, which primarily related to inventory reserves of $2.3 million and severance and other costs of $500,000.

6. Income Taxes

As the result of the Company recording the above restructuring charges in the second quarter of fiscal 2003 and the anticipated impact of the charges on the Company's full year results, no income tax benefit was recognized for the nine months ended November 2, 2002.

Realization of the Company's existing deferred tax assets, which relate principally to federal net operating loss carryforwards that expire from 2017 through 2022 is dependent on generating sufficient taxable income in the near-term. At November 2, 2002, the Company evaluated the realizability of its existing deferred tax assets, net of a previously established valuation allowance, and concluded that no additional increase in the valuation allowance was necessary at November 2, 2002.

7. Minority Interest

In March 2002, the Company entered into joint venture with Ecko Complex, LLC("EcKo") under which the Company, a 50.5% partner, would own and manage retail outlet stores bearing the name EcKo Unltd. and featuring EcKo(r) brand merchandise. EcKo, a 49.5% partner, will contribute to the joint venture the use of its trademark and the merchandise requirements, at cost, of the retail outlet stores. The Company will contribute all real estate and operating requirements of the retail outlet stores, including but not limited to, the real estate leases, payroll needs and advertising. Each partner will share in the operating profits of the joint venture, after each partner has received reimbursements for its cost contributions. Under the terms of the agreement, the Company must maintain a prescribed store opening schedule and open 75 stores over a six-year period in order to maintain the joint venture exclusivity. At certain times during the term of the agreement, the Company may exercise a put option to sell its share of the retail joint venture, and EcKo has an option to acquire the Company's share of the retail joint venture at a price based on the performance of the retail outlet stores.

As of November, 2, 2002, the Company's investment in the joint venture was approximately $900,000.

8. Proposed Divestiture of Subsidiary

Subsequent to the end of the third quarter of fiscal 2003, LP Innovations, Inc. ("LPI"), the Company's loss prevention services subsidiary, filed with the Securities and Exchange Commission a registration statement on Form S-1 to register common stock and warrants proposed to be distributed to the Company's stockholders and optionholders, in anticipation of a divestiture of LPI. The Company expects the completion of the registration process and distribution of the shares before the end of fiscal 2003 at which time LPI will become a stand-alone and separately traded company. No shares of LPI common stock have been registered under the Securities Act of 1933, as amended, and may not be offered or sold in the United States absent such registration and compliance with any applicable state securities laws. The business of LPI, which provides loss prevention services and system solutions primarily to the retail industry, is a subsidiary of the business that was acquired as part of the Casual Male acquisition.

Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

SUMMARY OF SIGNIFICANT FISCAL 2003 EVENTS

Acquisition

On May 14, 2002, the Company completed the acquisition of substantially all of the assets of Casual Male Corp. and certain subsidiaries ("Casual Male") for a purchase price of approximately $170 million, plus the assumption of certain operating liabilities. The Company was selected as the highest and best bidder at a bankruptcy court ordered auction commencing on May 1, 2002 and concluding on May 2, 2002. The U.S. Bankruptcy Court for the Southern District of New York subsequently granted its approval of the acquisition on May 7, 2002.

Casual Male was a leading independent specialty retailer of fashion, casual and dress apparel for big and tall men, with annual sales that exceeded $350 million. Casual Male sold its branded merchandise through various channels of distribution including full price and outlet retail stores, direct mail and the internet. Casual Male had been operating under the protection of the U.S. Bankruptcy Court since May 2001.

Under the terms of the asset purchase agreement, the Company acquired substantially all of Casual Male's assets including, but not limited to, the inventory and fixed assets of approximately 475 retail store locations and various intellectual property. In addition, the Company assumed certain operating liabilities including, but not limited to, existing retail store lease arrangements and the existing mortgage for Casual Male's corporate office located in Canton, Massachusetts.

Corporate Name Change

In view of the significance of the Casual Male acquisition to the growth and future identity of the Company, at the Annual Meeting of Stockholders held on August 8, 2002, the Company's stockholders approved the Board of Directors' recommendation to change the Company's name to "Casual Male Retail Group, Inc." The Company believes that the Casual Male division will be a significant future contributor to the Company's overall business and that this name change was an important step to align the customer and investor identification of the Company with the Casual Male store concept.

Proposed Divestiture of Subsidiary

On November 27, 2002, subsequent to the end of the third quarter, LP Innovations, Inc. ("LPI"), the Company's loss prevention services subsidiary, filed with the Securities and Exchange Commission a registration statement on Form S-1 to register common stock and warrants proposed to be distributed to the Company's stockholders and optionholders, in anticipation of a divestiture of LPI. The Company expects the completion of the registration process and distribution of the shares before the end of fiscal 2003 at which time LPI will become a stand-alone and separately traded company. No shares of LPI common stock have been registered under the Securities Act of 1933, as amended, and may not be offered or sold in the United States absent such registration and compliance with any applicable state securities laws. The business of LPI, which provides loss prevention services and system solutions primarily to the retail industry, is a subsidiary of the business that was acquired as part of the Casual Male acquisition.

Restructuring, Store Closing and Impairment of Assets

During the second quarter of fiscal 2003, as a result of the continued erosion of the Levi Strauss & Co. brands in the marketplace and Levi Strauss & Co.'s inability to provide the Company with a balanced assortment of products for the Company's Levi's(r)/Dockers(r) outlet stores, the Company implemented an aggressive plan to downsize its Levi's(r) and Dockers(r) businesses. As a result, the Company plans to close between 40 and 45 stores, combine 6 to 8 other stores and reduce the square footage in another 20 to 25 stores. By the end of fiscal 2003, the Company expects to have closed 17 of these Levi's(r)/Dockers(r) outlet stores while continuing to work on closing the remaining 23 to 28 stores.

As a result, in the second quarter of fiscal 2003, the Company recorded $11.0 million in restructuring charges. Of the total charge of $11.0 million, $4.5 million related to the impairment of assets for 38 stores which are among in the 34 to 40 stores that the Company intends to close over the next several years and $3.0 million related to inventory costs to close the initial 15 to 20 stores. In addition, the restructuring charge included $3.5 million related to the integration plan to combine the operations of Casual Male with that of the Company, which included relocating the Company's distribution facility and corporate offices to Canton, Massachusetts. Of the total charge of $11.0 million, the total non-cash costs represented approximately $7.5 million, with the remainder consisting of cash costs for integration expenses and the inventory costs of liquidating stores.

RESULTS OF OPERATIONS

The Company's results of operations for the three and nine months ended November 2, 2002 include the results, since May 14, 2002, of the Company's acquisition of Casual Male.

Sales

Total sales for the third quarter of fiscal 2003, which ended November 2, 2002, were $125.2 million as compared to $54.3 million in the third quarter of fiscal 2002. The Casual Male stores, including catalog and internet sales, represented approximately $74.7 million, or 60% of the total sales, for the third quarter of fiscal 2003. The Casual Male business achieved a comparable store sales increase of 0.2% for the third quarter.

For the nine months ended November 2, 2002, total sales were $277.3 million as compared to $141.4 million in the prior year. The Casual Male business represented $148.1 million, or 53% of the total sales for the nine months ended November 2, 2002. For the period from May 14, 2002 to November 2, 2002, the Casual Male business achieved a comparable store sales increase of approximately 1.9% when compared to the corresponding period in the prior year.

The Company's Levi's(r)/Dockers(r) business had comparable store sales decreases of 13.2% and 12.9% for the three and nine months ended November 2, 2002, respectively. The Company is working closely with Levi Strauss & Co. on addressing the current product issues that the Company is experiencing and expects to see improvements beginning in the Spring of 2003. These improvements include the introduction of the Company's own private label tops for the Levi's outlets and higher margin product offerings. However, many of these actions will not take effect until fiscal 2004. As a result, in the second quarter of fiscal 2003, based on the Company's Levi's(r) and Dockers(r) businesses continuing to show significant negative trends, the Company determined that it needed to downsize the Levi's(r)/Dockers(r) chain, as discussed in more detail above under "Restructuring, Store Closing and Impairment of Assets". Once the Company's plan to downsize the Levi's(r)/Dockers(r) business is complete, the remaining Levi's(r)/Dockers(r) business will represent less than 20% of the combined sales of the Company.

Gross Profit Margin

The following table shows the gross margin percentages, including occupancy costs, for the three and nine months ended November 2, 2002 and November 3, 2001 and the percentage point change over the prior year:

	November 2, 2002	November 3, 2001	Change
For the three months ended	34.4%	23.3%	11.1%
For the nine months ended	31.4%	24.8%	6.6%

The increase in gross margin for the three and nine months ended November 2, 2002 as compared to the corresponding periods in the prior year was due to the higher merchandise margins generated by the Company's Casual Male business. The 11.1 percentage point increase in gross margin for the three months ended November 2, 2002 was solely due to the Casual Male business, the gross margin rate for the Levi's(r)/Dockers(r) business for the third quarter of fiscal 2003 remained unchanged as compared to the prior year. For the nine months ended November 2, 2002, the gross margin rate increased 6.6 percentage points which was a combination of a 12.1 percentage point increase from the Casual Male business offset by a 5.5 percentage point decrease in the Levi's(r)/Dockers(r) business.

The deterioration of the Levi's(r) brands in the marketplace, coupled with Levi Strauss & Co.'s inability to provide an adequate balance of merchandise, has caused the Company to maintain an aggressive promotional posture in an effort to improve sales and liquidate inventory. This increase in promotional activity as compared to prior periods has had a negative impact on merchandise margins.

The Casual Male business has been a significant benefit to the Company's overall gross margin rates. Casual Male has a substantial portion of private label merchandise, which by its nature produces higher gross margins. In addition, due to the limited competition in the Big and Tall market, the Company's promotional rates trend lower than the men's apparel industry in general.

Included in gross margin for the nine months ended November 2, 2002 was $3.0 million in inventory reserves recorded during the second quarter of fiscal 2003 in connection with the Company's plan to downsize its Levi's(r)/Dockers(r) business. The $3.0 million related specifically to the liquidation of inventory in the stores that the Company will be closing over the next twelve to eighteen months.

Selling, General and Administrative Expenses

Selling, general and administrative ("SG&A") expenses for the three months ended November 2, 2002 were 30.2% of sales as compared to 18.8% for the corresponding period in the prior year. For the nine months ended November 2, 2002, SG&A expenses were 29.2% as compared to 21.2% for the corresponding period in the prior year.

The increase in SG&A as a percent to sales for the three and nine months ended November 2, 2002 was due principally to the addition of the Casual Male cost structure to the Company's existing low cost base. The Company has started to implement several cost reduction and synergy initiatives which the Company expects will ultimately result in savings in the range of $20 to $25 million on an annualized basis. Since the acquisition in May 2002, approximately $12 million in annualized savings have started to be realized.

Depreciation and Amortization

Depreciation and amortization expense for the three and nine months ended November 2, 2002 increased over the corresponding periods for the prior year due to the addition of approximately $46.6 million in assets acquired in connection with the Casual Male acquisition, offset partially by the $3.0 million in impaired assets which the Company wrote off in connection with the restructuring charge recorded in the second quarter of fiscal 2003.

Interest Expense, Net

Net interest expense was $3.2 million for the three months ended November 2, 2002 as compared to $440,000 for the corresponding period in the prior year. For the nine months ended November 2, 2002, net interest expense was $6.2 million as compared to $1.5 million for the corresponding period in the prior year. The significant increase in interest expense for both the three and nine months ended November 2, 2002 was due to the increased debt levels of the Company as a result of the acquisition of Casual Male. Approximately $90 million of new debt was issued in connection with the acquisition of Casual Male. The interest rate incurred on this additional debt averaged approximately 8.3% on an annualized basis.

Income Taxes

As the result of the Company recording $11.0 million in restructuring charges in the second quarter of fiscal 2003 related to the downsizing of the Levi's(r) and Dockers(r) businesses and the anticipated impact of the charges on the Company's full year results, no income tax benefit was recognized for the nine months ended November 2, 2002.

Realization of the Company's existing deferred tax assets, which relate principally to federal net operating loss carryforwards that expire from 2017 through 2022 is dependent on generating sufficient taxable income in the near term. At November 2, 2002, the Company evaluated the realizability of its existing deferred tax assets, net of a previously established valuation allowance, and concluded that no additional increase in the valuation allowance was necessary at November 2, 2002.

Net Loss

For the three months ended November 2, 2002, the Company reported a net loss of $(330,000) as compared to net income of $538,000 for the corresponding three months of the prior year. Net loss for the nine months ended November 2, 2002, which included restructuring charges totaling $11.0 million, was $(15.0) million as compared to a net loss of $(117,000) for the nine months ended November 3, 2001. On an operating basis since the acquisition on May 14, 2002, the Casual Male business earned operating income of approximately $7.3 million for the nine months ended November 2, 2002 while the Levi's(r)/Dockers(r) business generated an operating loss of approximately $5.0 million for the same period.

SEASONALITY

Historically, the Company has experienced seasonal fluctuations in revenues and income with increases occurring during the Company's third and fourth quarters as a result of the "Fall" and "Holiday" seasons.

LIQUIDITY AND CAPITAL RESOURCES

The Company's primary cash needs are for working capital, essentially inventory requirements, and capital expenditures. Specifically, the Company's capital expenditure program includes projects for new store openings, downsizing or combining existing stores, and improvements and integration of its systems infrastructure. For the remainder of fiscal 2003, the Company expects that much of the Company's capital requirements will be used for expansion of its Casual Male business as well as its Ecko Unltd.(r) outlet stores.

As previously discussed, the Company's acquisition of Casual Male in May 2002 was funded through a combination of the issuance of new debt and equity. The Company anticipates that cash flow from operations and availability under the Company's amended $120 million credit facility with Fleet Retail Finance, Inc. will be sufficient to meet all debt payments and operating needs of its business.

During the first nine months of fiscal 2003, cash used for operations was $12.9 million as compared to cash used for operations of $5.3 million for the first nine months of the prior year. This decrease in cash from operations was primarily due to the operating loss and the timing of certain working capital accounts.

At November 2, 2002, total inventory equaled $143.9 million, compared to $57.7 million at February 2, 2002. This increase in inventory is principally due to approximately $72.0 million in inventory acquired in the Casual Male acquisition in addition to the normal inventory acquired in preparation for the holiday selling season. The Company is continuing to focus on reducing its inventory levels, and on a comparative basis, inventory levels are down 15% from the prior year.

Total cash outlays for capital expenditures, net of landlord allowances, for the first nine months of fiscal 2003 were $6.9 million compared to $2.6 million during the first nine months of fiscal 2002. During the first nine months of fiscal 2003, the Company opened five new Casual Male stores, twelve new Candies(r) outlet stores, three of which were carve-outs from the Company's existing Levi's(r)/Dockers(r) outlet stores, and six Ecko Unltd.(r) outlet stores.

The Company's expansion plans for the remainder of fiscal 2003 will focus on opening five to six Casual Male stores and investing in the Company's systems infrastructure, as part of its integration plan. Based on the performance of the twelve Candies(r) outlet stores year to date, which has been below the Company's expectations, the Company currently has no plans to open additional Candies(r) outlet stores and will continue to monitor the profitability of the existing twelve locations.

In connection with the Casual Male acquisition, the Company amended its existing credit facility with Fleet Retail Finance, Inc. to provide for a total commitment of $120.0 million with a $20.0 million carve-out for standby and documentary letters of credit. This facility will continue to provide the Company with its on-going working cash needs. At November 2, 2002, the Company had borrowings of approximately $80.5 million outstanding under this credit facility and had outstanding standby letters of credit totaling approximately $325,000 and outstanding documentary letters of credit of $506,000, with availability of approximately $16.7 million.

The Company's working capital at November 2, 2002 was approximately $17.2 million, compared to $13.3 million at February 2, 2002. The change in working capital since February 2, 2002 was primarily the result of the Company's acquisition of Casual Male in the second quarter of fiscal 2003.

The foregoing discussion of the Company's results of operations, liquidity, capital resources and capital expenditures includes certain forward-looking information. Such forward-looking information requires management to make certain estimates and assumptions regarding the Company's expected strategic direction and the related effect of such plans on the financial results of the Company. Accordingly, actual results and the Company's implementation of its plans and operations may differ materially from forward-looking statements made by the Company. The Company encourages readers of this information to refer to Exhibit 99.3 to the Company's Form 8-K, filed with the Securities and Exchange Commission on September 17, 2002, which identifies certain risks and uncertainties that may have an impact on future earnings and the direction of the Company.

ITEM 3. Quantitative and Qualitative Disclosures About Market Risk

In the normal course of business, the financial position and results of operations of the Company are routinely subject to a variety of risks, including market risk associated with interest rate movements on borrowings. The Company regularly assesses these risks and has established policies and business practices to seek to protect against the adverse effect of these and other potential exposures.

The Company utilizes cash from operations and short-term borrowings to fund its working capital needs. Borrowings under the Company's bank credit agreement, which expires in May 2005, bear interest at variable rates based on Fleet National Bank, N.A.'s prime rate or the London Interbank Offering Rate ("LIBOR"). These interest rates at November 2, 2002 were 5.25% for prime based borrowings and included various LIBOR contracts with interest rates ranging from 4.579% to 4.898%. Based upon sensitivity analysis as of November 2, 2002, a 10% increase in interest rates would result in a potential cost to the Company of approximately $278,000 on an annualized basis. In addition, the Company has available letters of credit as sources of financing for its working capital requirements.

ITEM 4. Controls and Procedures

Based on their evaluation of the registrant's disclosure controls and procedures as of a date within 90 days of the filing of this Report, the Chief Executive Officer and the Chief Financial Officer have concluded that such controls and procedures are effective.

There were no significant changes in the registrant's internal controls or in other factors that could significantly affect such controls subsequent to the date of their evaluation.

Part II. Other Information

ITEM 1. Legal Proceedings

None.

ITEM 2. Changes in Securities and Use of Proceeds

None.

ITEM 3. Default Upon Senior Securities

None.

ITEM 4. Submission of Matters to a Vote of Security Holders

See "Submission of Matters to a Vote of Security Holders" in the Company's Form 10-Q for the Quarterly Period ended August 3, 2002.

ITEM 6. Exhibits and Reports on Form 8-K

A. Reports on Form 8-K:

A Current Report on Form 8-K/A was filed by the Company on September 11, 2002 to restate Item 7(b) of the Current Report on Form 8-K filed by the Company on May 23, 2002 and amended on May 23, 2002 and June 14, 2002.

A Current Report on Form 8-K was filed by the Company on September 11, 2002 to put on file the certifications of the Chief Executive Officer and the Chief Financial Officer of the Company accompanying Amendment No. 1 to its Annual Report on Form 10-K for the fiscal year ended February 2, 2002, submitted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350)
..

A Current Report on Form 8-K was filed by the Company on September 11, 2002 to put on file the certifications of the Chief Executive Officer and the Chief Financial Officer of the Company accompanying Amendment No. 1 to its Quarterly Report on Form 10-Q for the quarterly period ended May 4, 2002, submitted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350).

A Current Report on Form 8-K was filed by the Company on September 17, 2002 to put on file the certifications of the Chief Executive Officer and the Chief Financial Officer of the Company accompanying its Quarterly Report on Form 10-Q for the quarterly period ended August 3, 2002, submitted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350).

B. Exhibits:

3.1 Restated Certificate of Incorporation of the Company, as amended (included as Exhibit 3.1 to Amendment No. 3 of the Company's Registration Statement on Form S-1 (No. 33-13402), and incorporated herein by reference). *

3.2 Certificate of Amendment to Restated Certificate of Incorporation, as amended, dated June 22, 1993 (included as Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q dated June 17, 1996, and incorporated herein by reference). *

3.3 Certificate of Amendment to Restated Certificate of Incorporation dated August 8, 2002 (included as Exhibit 3.3 to the Company's Quarterly Report on Form 10-Q dated September 17, 2002, and incorporated herein by reference). *

3.4 Certificate of Designations, Preferences and Rights of a Series of Preferred Stock of the Company established Series A Junior Participating Cumulative Preferred Stock dated May 1, 1995 (included as Exhibit 3.2 to the Company's Annual Report on Form 10-K dated May 1, 1996, and incorporated herein by reference). *

3.5 Certificate of Designations, Preferences and Relative, Participating, Optional and Other Special Rights of Series B Convertible Preferred Stock dated May 14, 2002 (included as Exhibit 3.1 to the Company's Form 8-K filed on May 23, 2002, and incorporated herein by reference). *

3.6 By-Laws of the Company, as amended (included as Exhibit 3.4 to the Company's Quarterly Report on Form 10-Q dated December 12, 2000, and incorporated herein by reference). *

10.1 1992 Stock Incentive Plan, as amended (included as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q dated September 18, 2001, and incorporated herein by reference). *

10.2 Third Amended and Restated Loan and Security Agreement dated as of May 14, 2002, by and among Fleet Retail Finance, Inc., as Administrative Agent and Collateral Agent, the Lenders identified therein, the Company, as Borrowers' Representative, and the Company and Designs Apparel, Inc., as Borrowers. (included as Exhibit 10.9 to the Company's Current Report on Form 8-K/A filed on May 23, 2002, and incorporated herein by reference). *

10.3 Consulting Agreement dated as of December 15, 1999 between the Company and George T. Porter, Jr. (included as Exhibit 10.22 to the Company's Annual Report on Form 10-K dated April 28, 2000, and incorporated herein by reference). *

10.4 Extension to Consulting Agreement, dated as of April 28, 2001, between the Company and Jewelcor Management, Inc. (included as Exhibit 10.15 to the Company's Quarterly Report on Form 10-Q dated September 18, 2001, and incorporated herein by reference). *

10.5 Extension to Consulting Agreement, dated as of April 28, 2002, between the Company and Jewelcor Management, Inc (included as Exhibit 10.30 to the Company's Quarterly Report on Form 10-Q filed on June 18, 2002, and incorporated herein by reference). *

10.6 Employment Agreement dated as of March 31, 2000 between the Company and David A. Levin (included as Exhibit 10.27 to the Company's Annual Report on Form 10-K dated April 28, 2000, and incorporated herein by reference). *

10.7 Amendment to Employment Agreement dated as of April 10, 2001 between the Company and David A. Levin (included as Exhibit 10.19 to the Company's Quarterly Report on Form 10-Q dated June 19, 2001, and incorporated herein by reference). *

10.8 Secured Promissory Note dated as of June 26, 2000 between the Company and David A. Levin (included as Exhibit 10.28 to the Company's Quarterly Report on Form 10-Q dated September 12, 2000, and incorporated herein by reference). *

10.9 Pledge and Security Agreement dated June 26, 2000 between the Company and David A. Levin (included as Exhibit 10.29 to the Company's Quarterly Report on Form 10-Q dated September 12, 2000, and incorporated herein by reference). *

10.10 Employment Agreement dated as of August 14, 2000 between the Company and Dennis R. Hernreich (included as Exhibit 10.30 to the

Company's Quarterly Report on Form 10-Q dated September 12, 2000, and incorporated herein by reference). *

10.11 Amendment to Employment Agreement dated as of April 25, 2001 between the Company and Dennis R. Hernreich (included as Exhibit 10.23 to the Company's Quarterly Report on Form 10-Q dated June 19, 2001, and incorporated herein by reference). *

10.12 Employment Agreement dated as of October 22, 2001 between the Company and Ronald N. Batts (incorporated as Exhibit 10.25 to the Company's Quarterly Report on Form 10-Q dated December 14, 2001, and incorporated herein by reference). *

10.13 Employment Agreement dated as of August 19, 2002 between the Company and Stephen Gatsik.

10.14 Retail Store License Agreement dated as of January 9, 2002 between the Company and Candie's, Inc. (incorporated as Exhibit 10.23 to the Company's Annual Report on Form 10-K dated May 1, 2002, and incorporated herein by reference). *

10.15 Retail Store License Agreement Amendment No. 1 dated as of January 15, 2002 between the Company and Candie's, Inc. (incorporated as Exhibit 10.24 to the Company's Annual Report on Form 10-K dated May 1, 2002, and incorporated herein by reference). *

10.16 Asset Purchase Agreement entered into as of May 2, 2002, by and among the Company and Casual Male Corp. and certain subsidiaries (included as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on May 23, 2002, and incorporated herein by reference). *

10.17 Amended and Restated Note Agreement, dated as of April 26, 2002, and amended and restated as of May 14, 2002, among the Company, certain subsidiaries of the Company and the purchasers identified therein (included as Exhibit 10.2 to the Company's Current Report on Form 8-K filed on May 23, 2002, and incorporated herein by reference). *

10.18 Form of 12% Senior Subordinated Note due 2007 (included as Exhibit 10.3 to the Company's Current Report on Form 8-K filed on May 23, 2002, and incorporated herein by reference). *

10.19 Form of 5% Subordinated Note due April 26, 2007 (included as Exhibit 10.4 to the Company's Current Report on Form 8-K filed on May 23, 2002, and incorporated herein by reference). *

10.20 Form of Warrant to Purchase Shares of Common Stock (aggregating 787,500 shares)(included as Exhibit 10.5 to the Company's Current Report on Form 8-K filed on May 23, 2002, and incorporated herein by reference). *

10.21 Form of Warrant to Purchase Shares of Common Stock (aggregating 927,500 shares, subject to shareholder approval)(included as Exhibit 10.6 to the Company's Current Report on Form 8-K filed on May 23, 2002, and incorporated herein by reference). *

10.22 Form of Warrant to Purchase Shares of Common Stock (aggregating 1,176,471 shares, subject to shareholder approval)(included as Exhibit 10.7 to the Company's Current Report on Form 8-K filed on May 23, 2002, and incorporated herein by reference). *

10.23 Registration Rights Agreement entered into as of April 26, 2002, by and between the Company and the persons party thereto (included as Exhibit 10.8 to the Company's Current Report on Form 8-K filed on May 23, 2002, and incorporated herein by reference). *

10.24 Sourcing Agreement dated May 1, 2002, between the Company and Kellwood Company (included as Exhibit 10.29 to the Company's Quarterly Report on Form 10-Q filed on June 18, 2002, and incorporated herein by reference). *

10.25 Form of Warrant to Purchase Shares of Common Stock (aggregating 500,000 shares) (included as Exhibit 10.31 to the Company's Quarterly Report on Form 10-Q filed on September 17, 2002, and incorporated herein by reference). *

18.1 Letter of Preferability from Ernst & Young dated June 13, 2001 (included as Exhibit 18.1 to the Company's Quarterly Report on Form 10-Q dated June 19, 2001, and incorporated herein by reference). *

99 Certain cautionary statements of the Company to be taken into account in conjunction with consideration and review of the Company's publicly-

disseminated documents (including oral statements made by others on behalf of the Company) that include forward looking information (included as Exhibit 99.3 to the Company's Current Report on Form 8-K filed on September 17, 2002, and incorporated herein by reference). *

* Previously filed with the Securities and Exchange Commission.

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.

Date: December 17, 2002

By: /S/ DENNIS R. HERNREICH

Dennis R. Hernreich, Executive Vice President and Chief Financial Officer

Casual Male Retail Group, Inc.

Certifications Pursuant Rule 13a-14 or 15d-14 of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, David A. Levin, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Casual Male Retail Group, Inc.;

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

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

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Rules 13a-14 and 15d-14 under the Securities Exchange Act of 1934, as amended) for the registrant and we have:

   a. Designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiary, is made known to us by others within that entity, particularly during the period in which this quarterly report is being prepared;

   b. Evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and

   c. Presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

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

   a. All significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officer and I have indicated in this quarterly report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: December 17, 2002

/s/ DAVID A.LEVIN

David A. Levin
Chief Executive Officer
(Principal Executive Officer)

I, Dennis R. Hernreich, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Casual Male Retail Group, Inc.;

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

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all

material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Rules 13a-14 and 15d-14 under the Securities Exchange Act of 1934, as amended) for the registrant and we have:

   a. Designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiary, is made known to us by others within that entity, particularly during the period in which this quarterly report is being prepared;

   b. Evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and

   c. Presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

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

   a. All significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officer and I have indicated in this quarterly report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: December 17, 2002

/s/ DENNIS R. HERNREICH

Dennis R. Hernreich
Chief Financial Officer
(Principal Financial and Accounting Officer)

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made as of August 19, 2002 between CASUAL MALE RETAIL GROUP, INC., a Delaware corporation with an office at 555 Turnpike Street, Canton, Massachusetts, 02021 (the "Company"), and Stephen Gatsik (the "Executive") having an address at 84 Audubon Road, Wellesley, Massachusetts 02481.

WITNESSETH:

WHEREAS, the Company desires that Executive be promoted to serve as President of the Casual Male Division of the Company, and Executive desires to be so employed by the Company.

WHEREAS, Executive and the Company desire to set forth in writing the terms and conditions of the Executive's employment with the Company from the date hereof.

NOW, THEREFORE, in consideration of the premises and the mutual promises, representations and covenants herein contained, the parties hereto agree as follows:

1. EMPLOYMENT

The Company hereby employs Executive and Executive hereby accepts such employment, subject to the terms and conditions herein set forth. Executive shall hold the office of President, Casual Male Division.

2. TERM

The term of employment under this Agreement shall begin on August 19, 2002 (the "Employment Date") and shall continue for a period of one (1) year from that date (the Term"), subject to prior termination in accordance with the terms hereof. Upon the expiration of the Executive's initial one (1) year term of employment, the Company has the option to extend the term of this Agreement for an additional one (1) year, under the terms and conditions set forth herein.

3. COMPENSATION

(a) As compensation for the employment services to be rendered by Executive hereunder, the Company agrees to pay to Executive, and Executive agrees to accept, payable in equal installments in accordance with Company practice, an annual base salary of $350,000.

(b) If the Company does not exercise its option to extend the term of this Agreement for additional one (1) year as provided in Section 2 above, the Company will pay Executive one half of his annual base salary, in equal biweekly payments over a six month period commencing on the expiration of the initial term of employment. This Subsection shall not apply if Executive is terminated pursuant to Section 8 of this Agreement.

(c) In addition to the annual base salary, Executive will receive a bonus payable at the time of normal distribution of bonuses for the year ending February 1, 2003 (the "Bonus"); such Bonus shall be determined in accordance with the Company's bonus program in effect at the time, but in no event shall the amount of the Bonus be less than $70,000 ("Minimum Bonus").

4. OPTIONS

The Company shall grant to the Executive 50,000 options under the Company's 1992 Stock Incentive Plan, which are exercisable at a purchase price per share equal to the closing price of the Common Stock on August 22, 2002 (the "Grant Date"). The options will vest pro rata over a three (3) year period commencing on the Grant Date, with one third of the total vesting and becoming exercisable on each of the first, second and third anniversaries of the Grant Date. In addition, the Executive must execute a standard Stock Option Agreement, which sets the terms and conditions for the Executive's options. The stock options must be exercised by August 22, 2012 or they shall become null and void.

5. EXPENSES

The Company shall pay or reimburse Executive, in accordance with the Company's policies and procedures and upon presentment of suitable vouchers, for all reasonable business and travel expenses, which may be incurred or paid by Executive in connection with his employment hereunder. Executive shall comply with such restrictions and shall keep such records as the Company may reasonably deem necessary to meet the requirements of the Internal Revenue Code of 1986, as amended from time to time, and regulations promulgated thereunder.

6. OTHER BENEFITS

(a) Executive shall be entitled to such vacations and to participate in and receive any other benefits customarily provided by the Company to its senior management (including any profit sharing, pension, 401 (k), short and long-term disability insurance, major medical insurance and group life insurance plans in accordance with the terms of such plans), all as determined from time to time by the Compensation Committee of the Board of Directors.

(b) The Company will, during the term of Executive's employment hereunder, provide Executive with an automobile for his use in performing his employment duties and obligations hereunder. If the Company provides an automobile, the Company shall pay for the costs of insurance, repairs and maintenance. If the Company does not provide Executive with an automobile, the Company will pay an automobile allowance to Executive in the total amount of $700.00 per month. In that event, Executive shall pay and be responsible for all insurance, repairs and maintenance costs associated with operating that automobile. In either case, Executive is responsible for his gasoline, unless the gasoline expense is reimbursable under the Company's policies and procedures.

7. DUTIES

(a) Executive shall perform such duties and functions consistent with his position as divisional President, and as the President and/or as the Board of Directors of the Company shall from time to time determine and Executive shall comply in the performance of his duties with the policies of, and be subject to the direction of, the Board of Directors. If requested, Executive shall serve as a corporate officer and or director of the Company without further compensation.

(b) At the request of President or the Board of Directors, Executive shall serve, without further compensation, as an executive officer, corporate officer and/or director of any subsidiary or affiliate of the Company and, in the performance of such duties, Executive shall comply with the directives and policies of the Board of Directors of each such subsidiary or affiliate.

(c) During the term of this Agreement, Executive shall devote substantially all of his time and attention, vacation time and absences for sickness excepted, to the business of the Company, as necessary to fulfill his duties. Executive shall perform the duties assigned to him with fidelity and to the best of his ability. Notwithstanding anything herein to the contrary, and subject to the foregoing, Executive may engage in other activities so long as such activities do not unreasonably interfere with Executive's performance of his duties hereunder and do not violate Section 10 hereof.

(d) The principal location at which the Executive shall perform his duties hereunder shall be at the Company's offices in Canton, Massachusetts or at such other location as may be designated from time to time by the Board of Directors of the Company. Notwithstanding the foregoing, Executive shall perform such services at such other locations as may be required for the proper performance of his duties hereunder, and Executive recognizes that such duties may involve travel.

8. TERMINATION OF EMPLOYMENT; EFFECT OF TERMINATION

(a) Executive's employment hereunder may be terminated by the Company at any time:

(i) upon the determination by the President or the Board of Directors that Executive's performance of his duties has not been fully satisfactory for any reason which would not constitute justifiable cause (as hereinafter defined) upon thirty (30) days' prior written notice to Executive; or

(ii) upon the determination by the President or the Board of Directors that there is justifiable cause (as hereinafter defined) for such termination upon ten (10) days' prior written notice to Executive.

(b) Executive's employment shall terminate upon:

(i) the death of Executive; or

(ii) the "total disability" of Executive (as hereinafter defined in Subsection

(c) herein) pursuant to Subsection (g) hereof.

(c) For the purposes of this Agreement, the term "total disability" shall mean Executive is physically or mentally incapacitated so as to render Executive incapable of performing the essentials of Executive's job, even with reasonable accommodation, as reasonably determined by the Board of Directors of the Company, (after examination of Executive by an independent physician reasonably acceptable to Executive), which determination shall be final and binding.

(d) For the purposes hereof, the term "justifiable cause" shall mean: any repeated willful failure or refusal to perform any of the duties pursuant to this Agreement where such conduct shall not have ceased within 5 days following written warning from the Company; Executive's conviction (which, through lapse of time or otherwise, is not subject to appeal) of any crime or offense involving money or other property of the Company or its subsidiaries or affiliates or which constitutes a felony in the jurisdiction involved; Executive's performance of any act or his failure to act, as to which if Executive were prosecuted and convicted, a crime or offense involving money or property of the Company or its subsidiaries or affiliates, or a crime or offense constituting a felony in the jurisdiction involved, would have occurred; any unauthorized disclosure by Executive to any person, firm or corporation other than the Company, its subsidiaries or affiliates and their respective directors, officers and employees (or other persons fulfilling similar functions), of any confidential information or trade secret of the Company or any of its subsidiaries or affiliates; any attempt by Executive to secure any personal profit in connection with the business of the Company or any of its subsidiaries and affiliates; or the engaging by Executive in any business other than the business of the Company and its subsidiaries and affiliates which unreasonably interferes with the performance of his duties hereunder. Upon termination of Executive's employment for justifiable cause, this Agreement shall terminate immediately and Executive shall not be entitled to any amounts or benefits hereunder other than such portion of Executive's annual salary and reimbursement of expenses pursuant to Section 5 hereof as have been accrued through the date of his termination of employment.

(e) If the Company terminates this Agreement without "justifiable cause" as provided in Subsection 8 (a)(i) above, the Company shall pay Executive the greater of: (i) the base salary for the remaining term of this Agreement plus a pro-rata amount of the Minimum Bonus if still unpaid (pro-rated based upon the number of months elapsed in the Term up through the date of termination of employment) or (ii) an amount equal to one half of Executive's annual base salary plus a pro-rata amount of the Minimum Bonus if still unpaid (pro-rated based upon the number of months elapsed in the Term up through the date of termination of employment). However, if Executive is employed or retained, as an employee, independent contractor, consultant or in any other capacity ("New Employment") during the time he receives payment under this Subsection or Subsection 3 (b), the Company is entitled to a credit for all sums paid or earned by Executive during this period of time. The Executive must make a good faith effort to find New Employment and mitigate the amount of money to be paid by the Company to Executive under this Subsection or Subsection 3(b). The Company will pay any amount due and owing under 8 (a)(i) and 8(a)(ii) above in accordance with the payment schedule in 3(a), until paid in full.

(f) If Executive shall die during the term of his employment hereunder, this Agreement shall terminate immediately. In such event, the estate of Executive shall thereupon be entitled to receive such portion of Executive's annual salary and reimbursement of expenses pursuant to Section 5 as have been accrued through the date of his death.

(g) Upon Executive's "total disability", the Company shall have the right to terminate Executive's employment. Notwithstanding any inability to perform his duties, Executive shall be entitled to receive his base salary and reimbursement of expenses pursuant to Section 5 as provided herein until he begins to receive long-term disability insurance benefits under the policy provided by the Company pursuant to Section 6 hereof. Any termination pursuant to this Subsection (g) shall be effective on the later of (i) the date 30 days after which Executive shall have received written notice of the Company's election to terminate or (ii) the date he begins to receive long-term disability insurance benefits under the policy provided by the Company pursuant to Section 6 hereof

(h) Upon the resignation of Executive in any capacity, that resignation will be deemed to be a resignation from all offices and positions that Executive holds with respect to the Company and any of its subsidiaries and affiliates.

9. REPRESENTATION AND AGREEMENTS OF EXECUTIVE

(a) Executive represents and warrants that he is free to enter into this Agreement and to perform the duties required hereunder, and that there are no employment contracts or understandings, restrictive covenants or other restrictions, whether written or oral, preventing the performance of his duties hereunder.

(b) Executive agrees to submit to a medical examination and to cooperate and supply such other information and documents as may be required by any insurance company in connection with the Company's obtaining life insurance on the life of Executive, and any other type of insurance or fringe benefit as the Company shall determine from time to time to obtain.

(c) Executive represents and warrants that he has never been convicted of a felony and he has not been convicted or incarcerated for a misdemeanor within the past five years, other than a first conviction for drunkenness, simple assault, speeding, minor traffic violations, affray, or disturbance of the peace.

(d) Executive represents and warrants that he has never been a party to any judicial or administrative proceeding that resulted in a judgement, decree, or final order (i) enjoining him from future violations of, or prohibiting any violations of any federal or state securities law, or (ii) finding any violations of any federal or state securities law.

(e) Executive represents and warrants that he has never been accused of any impropriety in connection with any employment;

Any breach of any of the above representations and warranties is "justifiable cause" for termination under Section 8 of this Agreement.

10. NON-COMPETITION

(a) Executive agrees that during his employment by the Company and during the one (1) year period following the termination of Executive's employment hereunder (the "Non-Competitive Period"), Executive shall not, directly or indirectly, as owner, partner, joint venturer, stockholder, employee, broker, agent, principal, trustee, corporate officer, director, licensor, or in any capacity whatsoever, engage in, become financially interested in, be employed by, render any consultation or business advice with respect to, or have any connection with any business which is competitive with products or services of the Company or any subsidiaries and affiliates, in any geographic area in the United States of America and Puerto Rico where, at the time of the termination of his employment hereunder, the business of the Company or any of such subsidiaries and affiliates was being conducted or was proposed to be conducted in any manner whatsoever; provided, however, that Executive may own any securities of any corporation which is engaged in such business and is publicly owned and traded but in an amount not to exceed at any one time one percent (1%) of any class of stock or securities of such corporation. In addition, Executive shall not, during the Non-Competitive Period, directly or indirectly, request or cause any suppliers or customers with whom the Company or any of its subsidiaries and affiliates has a business relationship to cancel or terminate any such business relationship with the Company or any of its subsidiaries and affiliates or solicit, hire, interfere with or entice from the Company any employee (or former employee) of the Company.

(b) If any portion of the restrictions set forth in this Section 10 should, for any reason whatsoever, be declared invalid by a court of competent jurisdiction, the validity or enforceability of the remainder of such restrictions shall not thereby be adversely affected. For the purposes of this Section 10, a business competitive with the products and services of the Company (or such subsidiaries and affiliates) shall include, without limitation, a business which primarily distributes, sells or markets so-called "big and tall" apparel of any kind for men or which utilizes the "big and tall" retail or wholesale marketing concept as part of its business.

(c) Executive acknowledges that the Company conducts business throughout the United States and Puerto Rico, that its sales and marketing prospects are for continued expansion throughout the United States and therefore, the territorial and time limitations set forth in this Section 10 are reasonable and properly required for the adequate protection of the business of the Company and its subsidiaries and affiliates. In the event any such territorial or time limitation is deemed to be unreasonable by a court of competent jurisdiction, Executive agrees to the reduction of the territorial or time limitation to the area or period which such court shall deem reasonable.

(d) The existence of any non-material claim or cause of action (a "non-material" claim or cause of action is defined as a claim or cause of action which results from something other than a material breach of the terms and provisions of this Agreement by the Company) by Executive against the Company or any subsidiary or affiliate shall not constitute a defense to the enforcement by the Company or any subsidiary or affiliate of the foregoing restrictive covenants, but such claim or cause of action shall be litigated separately.

11. INVENTIONS AND DISCOVERIES

(a) Upon execution of this Agreement and thereafter, Executive shall promptly and fully disclose to the Company, and with all necessary detail for a complete understanding of the same, all existing and future developments, know-how, discoveries, inventions, improvements, concepts, ideas, writings, formulae, processes and Methods (whether copyrightable, patentable or otherwise) made, received, conceived, acquired or written during working hours, or otherwise, by Executive (whether or not at the request or upon the suggestion of the Company) during the period of his employment with, or rendering of advisory or consulting services to, the Company or any of its subsidiaries and affiliates, solely or jointly with others, in or relating to any activities of the Company or its subsidiaries and affiliates known to him as a consequence of his employment or the rendering of advisory and consulting services hereunder (collectively the "Subject Matter").

(b) Executive hereby assigns and transfers, and agrees to assign and transfer, to the Company, all his rights, title and interest in and to the Subject Matter, and Executive further agrees to deliver to the Company any and all drawings, notes, specifications and data relating to the Subject Matter, and to execute, acknowledge and deliver all such further papers, including applications for copyrights or patents, as may be necessary to obtain copyrights and patents for any thereof in any and all countries and to vest title thereto to the Company. Executive shall assist the Company in obtaining such copyrights or patents during the term of this Agreement, and at any time thereafter on reasonable notice and at mutually convenient times, and Executive agrees to testify in any prosecution or litigation involving any of the Subject Matter; provided, however, that Executive shall be compensated in a timely manner at the rate of $250 per day (or portion thereof), plus out-of-pocket expenses incurred in rendering such assistance or giving or preparing to give such testimony if it is required after the termination of this Agreement.

12. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

(a) Executive shall not, during the term of this Agreement or at any time following termination of this Agreement, directly or indirectly, disclose or permit to be known (other than as is required in the regular course of his duties (including without limitation disclosures to the Company's advisors and consultants), as required by law (in which case Executive shall give the Company prior written notice of such required disclosure) or with the prior written consent of the Board of Directors of the Company), to any person, firm, corporation, or other entity, any confidential information acquired by him during the course of, or as an incident to, his employment or the rendering of his advisory or consulting services hereunder, relating to the Company or any of its subsidiaries and affiliates, the directors of the Company or its subsidiaries and affiliates, any supplier or customer of the Company or any of their subsidiaries and affiliates, or any corporation, partnership or other entity owned or controlled, directly or indirectly, by any of the foregoing, or in which any of the foregoing has a beneficial interest, including, but not limited to, the business affairs of each of the foregoing. Such confidential information shall include, but shall not be limited to, proprietary technology, trade secrets, patented processes, research and development data, know-how, market studies and forecasts, financial data, competitive analyses, pricing policies, employee lists, personnel policies, the substance of agreements with customers, suppliers and others, marketing or dealership arrangements, servicing and training programs and arrangements, supplier lists, customer lists and any other documents embodying such confidential information. This confidentiality obligation shall not apply to any confidential information, which is or becomes publicly available other than pursuant to a breach of this Section 12(a) by Executive.

(b) All information and documents relating to the Company and its affiliates as herein above described (or other business affairs) shall be the exclusive property of the Company, and Executive shall use commercially reasonable best efforts to prevent any publication or disclosure thereof. Upon termination of Executive's employment with the Company, all documents, records, reports, writings and other similar documents containing confidential information, including copies thereof then in Executive's possession or control shall be returned and left with the Company.

13. SPECIFIC PERFORMANCE

Executive agrees that if he breaches, or threatens to commit a breach of, any of the provisions of Sections 10, 11 or 12 (the "Restrictive Covenants"), the Company shall have, in addition to, and not in lieu of, any other rights and remedies available to the Company under law and in equity, the right to have the Restrictive Covenants specifically enforced by a court of competent jurisdiction, it being agreed that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury to the Company and that money damages would not provide an adequate remedy to the Company. Notwithstanding the foregoing, nothing herein shall constitute a waiver by Executive of his right to contest whether a breach or threatened breach of any Restrictive Covenant has occurred.

14. AMENDMENT OR ALTERATION

No amendment or alteration of the terms of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

15. GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with the substantive laws of The Commonwealth of Massachusetts, without regard to its principles of conflicts of laws.

16. SEVERABILITY

The holding of any provision of this Agreement to be invalid or unenforceable by a court of competent jurisdiction shall not affect any other provision of this Agreement, which shall remain in full force and effect.

17. NOTICES

Any notices required or permitted to be given hereunder shall be sufficient if in writing, and if delivered by hand or courier, or sent by certified mail, return receipt requested, to the addresses set forth above or such other address as either party may from time to time designate in writing to the other, and shall be deemed given as of the date of the delivery or at the expiration of three days in the event of a mailing.

18. WAIVER OR BREACH

It is agreed that a waiver by either party or a breach of any provision of this Agreement shall not operate, or be construed as a waiver of any subsequent breach by that same party.

19. ENTIRE AGREEMENT AND BINDING EFFECT

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, supersedes all prior agreements, both written and oral, between the parties with respect to the subject matter hereof, including the Severance Compensation Agreement between Casual Male Retail Group, Inc. (as successor to Casual Male Corp.) and Stephen Gatsik effective August 22, 2001, and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, distributors, successors and assigns.

20. SURVIVAL.

Except as otherwise expressly provided herein, the termination of Executive's employment hereunder or the expiration of this Agreement shall not affect the enforceability of Sections 5, 8, 10, 11, 12 and 13 hereof.

21. ARBITRATION

If any dispute arises between the parties that they cannot settle, the parties agree to submit the dispute to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and both parties agree to be bound by the arbitration award.

22. FURTHER ASSURANCES

The parties agree to execute and deliver all such further documents, agreements and instruments and take such other and further action as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

23. HEADINGS

The Section headings appearing in this Agreement are for the purposes of easy reference and shall not be considered a part of this Agreement or in any way modify, amend or affect its provisions.

24. COUNTERPARTS

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 hereto have executed this Agreement, under seal, as of the date and year first above written.

CASUAL MALE RETAIL GROUP, INC.

By: ____________________________

Name: David A. Levin

Its: President, Chief Executive Officer

____

Stephen Gatsik