

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

SCHEDULE 13D
(AMENDMENT NO. 51)*

Under the Securities Exchange Act of 1934

CASUAL MALE RETAIL GROUP, INC.
(formerly known as DESIGNS, INC.)
(Name of Issuer)

Common Stock
(Title of Class of Securities)

25057L102
(CUSIP Number)

Seymour Holtzman
c/o Jewelcor Companies
100 N. Wilkes-Barre Blvd.
Wilkes-Barre, Pennsylvania 18702
(570) 822-6277
(Name, Address and Telephone Number of Person Authorized
to Receive Notices and Communications)

June 21, 2005
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b) or (4), check the following box.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

Item 1. Security and Issuer.

This amendment to the previously filed Statement on Schedule 13D, as amended ("Schedule 13D"), relates to the common stock (the "Common Stock") of Casual Male Retail Group, Inc., formerly known as Designs, Inc. (the "Company" or "Issuer"). The principal executive offices of the Company are located at 555 Turnpike Street, Canton, Massachusetts 02021.

Item 4. Purpose of Transaction.

Item 4 is hereby amended and supplemented as follows:

JMI executed in final form an Amendment to Consulting Agreement with Casual Male Retail Group, Inc. dated as of June 15, 2005, which amends and restates certain portions of the Consulting Agreement as previously amended.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 is hereby amended and supplemented as follows:

See Item 4 and Item 7.

Item 7. Material to Be Filed as Exhibits

Exhibit 1. Amendment to Consulting Agreement dated June 15, 2005.

SIGNATURES

After reasonable inquiry and to the best of their knowledge, the undersigned certify that the information set forth in this Statement is true, complete and correct.

Dated: June 29, 2005

/s/ Seymour Holtzman
Seymour Holtzman

/s/ Evelyn Holtzman
Evelyn Holtzman

JEWELCOR MANAGEMENT, INC.

By: /s/ Seymour Holtzman
Name: Seymour Holtzman
Title: President

JEWELCOR INC.

By: /s/ Seymour Holtzman
Name: Seymour Holtzman
Title: President

S.H. HOLDINGS, INC.

By: /s/ Seymour Holtzman
Name: Seymour Holtzman
Title: President

AMENDMENT TO CONSULTING AGREEMENT

June 15, 2005

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

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

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

1. Effective May 9, 2005, subject to the provisions of Section 4 of the Agreement, the consideration to be furnished to the Independent Contractor by the Corporation for the Services rendered by the Independent Contractor under the Agreement shall consist of (a) annual compensation of \$412,000 payable, at the election of the Independent Contractor, either in cash or in non-forfeitable, fully paid and non-assessable shares of Common Stock of the Corporation, the number of which shares of Common Stock shall be valued as of, and determined by, the last closing price on May 9, 2005, and (b) an annual amount of \$24,000 payable in monthly installments of \$2,000 per month for the reimbursement of expenses incurred by the Independent Contractor in the rendering of Services under the Agreement.

Section 4 of the Agreement is further amended as follows:

4.5 Bonus

The Independent Contractor is eligible to participate in the Company's 2005 Executive Incentive Program, pursuant to which the Independent Contractor may earn a receive a Bonus Award Payout up to \$460,000, if the Company achieves certain specific sales and EBITDA thresholds as described in the 2005 Executive Incentive Program. A copy of the 2005 Executive Incentive Program is attached hereto. This Agreement must be in force at the end of the respective fiscal year and at the time the bonus is distributed to be eligible to receive such payout.

The remaining terms of the Agreement shall remain in full force and effect without change. For the avoidance of doubt, the parties hereby agree and acknowledge that the foregoing extension does not change the compensation or other rights or obligations of the parties originally provided in the Agreement with respect to any prior period.

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

THE CORPORATION:
CASUAL MALE RETAIL GROUP, INC.

By: ___/s/ David Levin_____
Name: David Levin
Title: President and Chief Executive Officer
By: ___/s/ Dennis R. Hernreich_____
Name: Dennis R. Hernreich
Title: Executive Vice President, Chief
Operating Officer, Chief Financial Officer,
Treasurer and Secretary

INDEPENDENT CONTRACTOR:

JEWELCOR MANAGEMENT, INC.

By: ___/s/ ___Seymour Holtzman_____

Name: Seymour Holtzman

Title: Chief Executive Officer