

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

FORM 8-K/A
CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): December 15, 2005

0-15898
(Commission File Number)

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

Delaware
(State of Incorporation)

04-2623104
(IRS Employer
Identification Number)

555 Turnpike Street, Canton, Massachusetts 02021
(Address of registrant's principal executive office)

(781) 828-9300
(Registrant's telephone number)

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

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

ITEM 1.01. Entry into a Definitive Material Agreement.

On December 15, 2005, Casual Male Retail Group, Inc. (the "Company") amended its credit facility with Bank of America Retail Group, Inc. by executing the Second Amendment to the Fourth Amended and Restated Loan and Security Agreement (the "Amendment"), which amended the Fourth Amended and Restated Loan and Security Agreement dated October 29, 2004, as previously amended by the First Amendment to the Fourth Amended and Restated Loan and Security Agreement dated March 16, 2005 (as amended, the "Credit Facility").

The Amendment amended the Credit Facility to (i) allow the Company to assume the first mortgage on its Canton property (which is currently held through wholly-owned subsidiaries) and to incur a second mortgage on the property in a principal amount not to exceed \$15,000,000 with a maturity date of not longer than one year, which may be repaid only from proceeds of a refinancing or sale/leaseback of the property (which options are currently being considered by the Company), (ii) permit the Company to prepay and/or retire existing indebtedness for borrowed money up to a maximum amount of \$30,000,000, subject to certain conditions, and (iii) extend the current level of certain inventory advance rates from December 15, 2005 to February 1, 2006, enabling the Company to receive an increased level of availability under the Credit Facility during that time period.

A copy of the Amendment is attached hereto as Exhibit 10.1.

ITEM 9.01. Financial Statements and Exhibits.

(c) Exhibits

Exhibit No. Description

10.1 Second Amendment to the Fourth Amended and Restated Loan
and Security Agreement dated December 15, 2005, by and
among Bank of America Retail Group, Inc. and the Company

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934,
the registrant has duly caused this report to be signed on its behalf by the
undersigned, thereunto duly authorized.

CASUAL MALE RETAIL GROUP, INC.

By: /s/ Dennis R. Hernreich

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

Date: December 16, 2005

FOURTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

This Second Amendment to Fourth Amended and Restated Loan and Security Agreement (the "Second Amendment") is made as of this 15th day of December, 2005 by and among

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

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

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

FLEET RETAIL GROUP, LLC, (formerly known as FLEET RETAIL GROUP, INC.), as SwingLine Lender; and

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

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

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

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

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

W I T N E S S E T H

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

B. The Borrowers have requested that the Agents and the Lenders agree to amend the Credit Agreement to allow the Loan Parties to (i) amend the definition of Permitted Indebtedness to include a mortgage loan on real property to be owned by Casual Male Retail Group, Inc.; (ii) permit prepayment of Indebtedness subject to the terms and conditions contained herein; and (iii) amend the definition of Applicable Inventory Advance Rate, Revolving Credit Casual Male Companies Inventory Advance Rate and Revolving Credit RBT Inventory Advance Rate to extend the Rate which is applicable through December 15, 2005 to February 1, 2006.

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

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

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

2. Amendment to Credit Agreement.

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

(i) The definitions of "Applicable Inventory Advance Rate", "Revolving Credit Casual Male Companies Inventory Advance Rate" and

"Revolving Credit RBT Inventory Advance Rate" are hereby amended to extend the Rate which is applicable through December 15, 2005 to February 1, 2006.

- (ii) The definition of "Permitted Indebtedness" in Article 1 shall be amended by adding new subsection (k) and (l), which subsections shall read as follows:

"(k) Indebtedness arising pursuant to the LaSalle Mortgage Loan.

- (l) Indebtedness arising pursuant to a loan which may be made by Bank of America, N.A., in a principal amount not to exceed \$15,000,000.00, with a maturity date of not longer than one (1) year, to be secured by a junior Encumbrance on the Collateral and a mortgage on the Canton Property, to be repaid only from the proceeds of a refinancing or sale/leaseback of the Canton Property, subject to such further terms and conditions as are reasonably acceptable to the Administrative Agent."

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

"Canton Property": The real property known and numbered as 555 Turnpike Street, Canton, Massachusetts.

"LaSalle Mortgage Loan": The mortgage loan from LaSalle Bank National Association, as trustee, as successor to Chase Manhattan Bank to JBAK Canton Realty, Inc. dated December 30, 1996, in the original principal amount of \$15,500,000.00, and assumed by Designs Canton Property Corp., secured by a Mortgage and Security Agreement and Assignment of Leases and Rents on the Canton Property.

- b. Section 5.8 of the Credit Agreement is amended by the addition of the following paragraph at the end thereof:

"Notwithstanding anything to the contrary contained in this Section 5.8, from December [15], 2005 through February 1, 2006 payments permitted by this Section 5.8 shall be limited to the following: (i) the Loan Parties shall be permitted to make payments permitted to be made in accordance with the terms of Section 5.8(a); and (ii) the Loan Parties shall be permitted to make prepayments of and/or retire Permitted Indebtedness (exclusive of any payments on the Tranche B Loan, except as expressly permitted by Section 3.3) up to a maximum aggregate principal amount of \$30,000,000.00, provided that after giving effect to any payment under this subsection (ii) Excess Availability is greater than \$15,000,000.00."

- c. Section 11.8 of the Credit Agreement is amended by the addition of the following sentence at the end thereof:

"Notwithstanding anything to the contrary contained in this Section 11.8, provided that the LaSalle Mortgage Loan is repaid in full on or before February 1, 2006, the occurrence of any event which gives rise to the right to accelerate such loan shall not constitute an Event of Default hereunder."

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

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

Agent:

- a. This Second Amendment shall have been duly executed and delivered by the respective parties hereto, and, shall be in full force and effect.
- b. All action on the part of the Loan Parties necessary for the valid execution, delivery and performance by the Loan Parties of this Second Amendment shall have been duly and effectively taken and evidence thereof satisfactory to the Administrative Agent shall have been provided to the Administrative Agent.
- c. The Loan Parties shall have provided such additional instruments and documents to the Administrative Agent as the Administrative Agent and the Administrative Agent's counsel may have reasonably requested.
- d. The Loan Parties shall have paid to the Administrative Agent, for the benefit of the Lenders, an amendment fee in the amount of \$45,000.00.

5. Miscellaneous.

- a. This Second Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.
- b. This Second Amendment expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.
- c. Any determination that any provision of this Second Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not effect the validity, legality or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Second Amendment.
- d. The Loan Parties shall pay on demand all reasonable costs and expenses of the Administrative Agent, including, without limitation, reasonable attorneys' fees in connection with the preparation, negotiation, execution and delivery of this Second Amendment.
- e. Each Loan Party warrants and represents that the Loan Party has consulted with independent legal counsel of each Loan Party's selection in connection with this Second Amendment and is not relying on any representations or warranties of the Administrative Agent or its counsel in entering into this Second Amendment.

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

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

By /s/ DENNIS R. HERNREICH

Name: Dennis R. Hernreich

Title: Executive Vice
President, Chief Operating
Officer, Chief Financial
Officer, Treasurer and
Secretary

DESIGNS APPAREL, INC., as
Borrower

By /s/ DENNIS R. HERNREICH

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

("GUARANTORS")

CASUAL MALE CANADA INC.

By /s/ DENNIS R. HERNREICH

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

CAPTURE, LLC

By Designs Apparel, Inc., its
sole Member

By /s/ DENNIS R. HERNREICH

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

CASUAL MALE STORE, LLC

By /s/ DENNIS R. HERNREICH

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

CASUAL MALE RETAIL STORE, LLC

By /s/ DENNIS R. HERNREICH

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

CASUAL MALE DIRECT, LLC

By /s/ DENNIS R. HERNREICH

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

LP INNOVATIONS, INC.

By /s/ DOUG A. LAUE

Print

Name: Doug A. Laue
Title: Senior Vice President, CFO and
Treasurer

SECUREX LLC

By LP Innovations, Inc., its
sole Member

By /s/ DOUG A. LAUE

Print

Name: Doug A. Laue
Title: Senior Vice President, CFO and
Treasurer

CASUAL MALE RBT, LLC

By /s/ DENNIS R. HERNREICH

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

CASUAL MALE RBT (U.K.) LLC

By /s/ DENNIS R. HERNREICH

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

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

By /s/ KATHLEEN DIMOCK

Name: Kathleen Dimock
Title: Managing Director

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

By /s/ BRIAN SCHWINN

Name: Brian Schwinn
Title: Duly Authorized Signatory

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

By /s/ KATHRYN C. ELLERO

Name: Kathryn C. Ellero
Title: Vice President

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

By /s/ EUNNIE KIM

Name: Eunnie Kim
Title: Vice President

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

By /s/ NIKI STONE

Name: Niki Stone
Title: Relationship Manager

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

By _____
Name:
Title:

WEBSTER BUSINESS CREDIT
CORPORATION, as Revolving
Credit Lender

By /s/ ANDREW D. WIERMAN

Name: Andrew D. Wierman
Title: AVP