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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 29, 2026

DESTINATION XL GROUP, INC.
(Exact name of Registrant as Specified in Its Charter)

Delaware **(State or Other Jurisdiction of Incorporation)**	**01-34219** **(Commission File Number)**	**04-2623104** **(IRS Employer Identification No.)**
555 Turnpike Street **Canton, Massachusetts** **(Address of Principal Executive Offices)**		**02021** **(Zip Code)**

Registrant's Telephone Number, Including Area Code: 781 828-9300

(Former Name or Former Address, if Changed Since Last Report)

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:

☐ 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01 per share	DXLG	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Appointment of Interim Chief Executive Officer

On July 29, 2026, the Board of Directors (the “Board”) of Destination XL Group, Inc. (the “Company”) appointed Lionel F. Conacher, the Company’s Chairman of the Board, as Interim Chief Executive Officer (“Interim CEO”) effective August 12, 2026. As previously disclosed in the Company's Current Report on Form 8-K filed on May 11, 2026 under Item 5.02, the Company notified Harvey S. Kanter, the Company’s current President and Chief Executive Officer, that it did not intend to renew his employment agreement. This notification was provided in accordance with Mr. Kanter’s expressed desire to retire, and as required by his employment agreement. Accordingly, Mr. Kanter’s employment with the Company will terminate on August 11, 2026.

Mr. Conacher, 64, has been a director of the Company since June 2018 and Chairman of the Board since August 2020. In March 2026, Mr. Conacher joined the board of directors of Metatek-Group Ltd., a publicly traded company, and serves as the chair of their governance and nomination committee. From September 2021 until October 2025, Mr. Conacher served as a member of the board of directors for SRx Health Solutions, Inc. (formerly Better Choice Company Inc.), a publicly traded company, and served as a member of their audit and compensation committees. From September 2022 until May 2023, he served as their interim chief executive officer. Mr. Conacher was a managing partner of Next Ventures, GP from August 2018 until February 2021. From January 2011 to June 2018, Mr. Conacher was a senior advisor for Altamont Capital Partners LLC (“ACP”), a private equity firm. Prior to joining ACP, from April 2008 until July 2010, Mr. Conacher was the president and chief operating officer of Thomas Weisel Partners, an investment bank. Additionally, Mr. Conacher served as the chairman of Wunderlich Securities, an investee company of ACP, from December 2013 until July 2017. Mr. Conacher previously served as a member of the board of directors for AmpHP Inc., a venture-backed human performance company. He also formerly served as a member of the board of directors of Mervin Manufacturing, a leading designer and manufacturer of snowboards and other board sports equipment, and PowerDot, Inc., a consumer electronics company that markets a muscle recovery and performance tool.

There is no arrangement or understanding between Mr. Conacher and any other person pursuant to which he was selected as an officer of the Company; there are no family relationships between Mr. Conacher and any director, executive officer, or person nominated or chosen by the Company to become a director or executive officer of the Company; and there are no transactions involving Mr. Conacher that would require disclosure under Item 404(a) of Regulation S-K.

On August 6, 2026, the Company issued a press release announcing the appointment of Mr. Conacher as Interim CEO, a copy of which is attached as Exhibit 99.1 hereto.

Offer Letter

On August 5, 2026, CMRG Apparel, LLC, a subsidiary of the Company, and Mr. Conacher entered into an Offer of Employment Letter (the “Offer Letter”) pursuant to which Mr. Conacher will serve as Interim CEO and Principal Executive Officer of the Company. Mr. Conacher will receive a base salary of $80,000.00 per month, prorated for any partial month of employment. In addition, Mr. Conacher will receive monthly equity compensation in the amount of $15,000.00, commencing on August 12, 2026 and on each monthly anniversary date thereafter (each such date, a “Grant Date”), paid in the form of fully vested shares of the Company’s common stock issued pursuant to the Company’s Second Amended and Restated 2016 Incentive Company Plan, as amended. The number of shares granted for a given month will be calculated by dividing $15,000.00 by the closing price of the shares on the business day immediately prior to the applicable Grant Date, rounded down to the nearest whole share.

Mr. Conacher’s employment is on an at-will basis. While serving as Interim CEO, Mr. Conacher will not be eligible to earn additional director fees and has waived participation in any other incentive compensation or equity plans. Mr. Conacher is not entitled to any severance or post-termination payments or benefits, including in connection with a change in control of the Company.

The foregoing description of the Offer Letter is qualified in its entirety by reference to the full text of the Offer Letter, included as Exhibit 10.1 to this filing and incorporated herein by reference.

Appointment of Lead Independent Director and Changes to Audit Committee and Compensation Committee Membership

Mr. Conacher will continue to serve as Chairman of the Board. However, effective August 12, 2026, he will no longer serve as a member of the Compensation Committee or as a member of the Audit Committee, where he also served as Chairperson. Accordingly, on July 29, 2026, the following appointments were approved by the Board, effective August 12, 2026: (i) Carmen R. Bauza was appointed to serve as Lead Independent Director. Ms. Bauza will receive an annual payment of $25,000, payable quarterly, in connection with this position; (ii) Willem Mesdag, a current member of the Audit Committee, was appointed to replace Mr. Conacher as Chairperson of the Audit Committee; (iii) Jack Boyle was appointed a member of the Audit Committee, replacing Mr. Conacher; and (iv) Elaine K. Rubin was appointed a member of the Compensation Committee, replacing Mr. Conacher.

Director Resignation

On August 5, 2026, Mr. Kanter notified the Board of Directors of the Company of his intention to resign as a director of the Company, effective as of August 11, 2026. Mr. Kanter's resignation from the Board of Directors is in connection with his previously announced retirement and not as a result of any dispute or disagreement with the Company or the Company's Board of Directors on any matter relating to the operations, policies or practices of the Company.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Offer of Employment Letter between CMRG Apparel, LLC, a subsidiary of the Company, and Lionel F. Conacher, dated August 5, 2026.
99.1	Press release, dated August 6, 2026.
104	Cover Page Interactive Data File – The cover page interactive data file does not appear in the interactive data file because its XBRL tags are embedded within the Inline XBRL document.

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.

			Destination XL Group, Inc.
Date:	August 6, 2026	By:	/s/ *Robert S. Molloy*
			Robert S. Molloy General Counsel and Secretary

August 5, 2026

Re: Offer of Employment

Dear Lionel F. Conacher,

CMRG Apparel, LLC (referred to herein as the "Company") is pleased to extend this offer of employment to you as Interim Chief Executive Officer and Principal Executive Officer of the Company (the "Interim CEO") beginning on August 12, 2026 ("Commencement Date"), under the following terms and conditions:

At-Will Employment. By accepting a position with the Company, you acknowledge that your employment is on an at-will basis and for an unspecified duration. Neither this offer letter, nor any other verbal representations, confer any right to continuing employment. Either you or the Company may terminate your employment relationship at any time, with or without cause, provided that other than in the event of a termination by the Company with Justifiable Cause (as defined in the Equity Plan, as defined below), each party shall provide the other party with thirty (30) days' advance written notice. Your at-will employment status can only be changed in a written agreement signed by the Lead Independent Director of the Board of Directors of the Company (the "Board").

Reporting Structure & Primary Responsibilities. You will report to the Board. Your primary responsibilities will be to serve as Interim CEO. In such capacity, you will perform the customary duties and have the customary responsibilities of such position and such other duties that are customary for such position as may be assigned to you from time to time by the Board. While serving in such position, you will remain eligible to continue your service as a member of the Board, and, if elected, to serve as Chairman of the Board.

Time Commitment. You will devote such time and attention to the Company's affairs as is necessary to perform the duties and responsibilities set forth herein, which shall be your primary business focus during your period of employment. You shall conduct all activities in a manner as to maintain and promote the mission and values of the Company.

Compensation.

Base Salary

While serving as Interim CEO, your base salary will be $80,000.00 per month, prorated for any partial month of employment, paid to you on a bi-weekly basis.

Share Grants

While serving as Interim CEO, you will receive additional monthly compensation of $15,000.00 for each month starting with the Commencement Date and on each monthly anniversary date thereafter (each a "Grant Date"). This compensation will be paid in the form of fully vested Shares (as defined in the Destination XL Group, Inc. Second Amended and Restated 2016 Incentive Compensation Plan, or any successor plan (the "Equity Plan")) issued pursuant to, and subject to the terms of, the Equity Plan (each, a "Share Grant"). The number of Shares granted for a given month will be calculated by dividing $15,000.00 by the closing price of the Shares on the business day immediately prior to the Grant Date, rounded down to the nearest whole Share. All Share Grants remain subject to the terms of the Equity Plan and any Company clawback or recoupment policy then in effect.

Benefits

While serving as Interim CEO, you will be eligible to participate in the Company's (or an affiliate's) health, welfare, and retirement benefit plans generally made available to similarly situated members of the Company's senior leadership team, subject to and in accordance with the terms of those plans, as they may be amended or terminated from time to time. The Company will also reimburse you for reasonable, documented business travel and lodging expenses incurred in connection with any business required travel, including the above-described travel to and from the Location, in accordance with the Company's expense reimbursement policy. The Company will treat any such reimbursement as taxable compensation to the extent it deems necessary to comply with applicable law.

Withholding

All payments, Share Grants and benefits are subject to payroll deductions and any or all required withholdings.

Director Fees

While serving as Interim CEO, you will not be eligible to earn any additional fees for serving as a member of the Board and you will not be eligible to participate in any Company or affiliate plans or programs offered to solely nonemployee director members of the Board.

Incentive Plans

While serving as Interim CEO, and except for the Share Grants described above, you will not be eligible to participate in any incentive compensation or equity plans sponsored by the Company or any affiliate notwithstanding any plan terms to the contrary. By signing this offer letter, you explicitly waive the right to participate in any incentive compensation or equity plans sponsored by the Company or any affiliate (other than the Share Grants).

Clawback. All compensation and equity payable to you under this offer letter is subject to reduction, cancellation, forfeiture, or recoupment to the extent required by applicable law, applicable stock exchange listing standards, or any Company (or affiliate) clawback or recoupment policy in effect from time to time, as such policy may be amended.

Post-Separation Pay/Severance. Upon termination of employment, you will be entitled to (i) any base salary or Share Grants earned but unpaid through your termination date and (ii) reimbursement of outstanding business expenses properly incurred in accordance with Company policy. You will not be entitled to any severance or other post-termination payments or benefits, regardless of the reason for your termination, including in connection with a change in control of the Company.

Directors and Officers Liability Insurance Coverage. The Company will maintain directors and officers liability insurance coverage (which shall include employment practices liability coverage) in a commercially reasonable amount, consistent with prior practice, to indemnify you from any claims made against you in your capacity as Interim CEO and a director, as applicable, and for a period of time following the termination of your employment as Interim CEO or service as a director up to the statute of limitations for any claim that may be asserted against you in such capacity, in each case subject to the terms, conditions, and limitations of the applicable insurance policy.

Outside Activities. You may participate in other outside business, charitable, family, personal and/or civic activities, provided that such activities are not inconsistent with your duties as Interim CEO and will not be disadvantageous to the Company. Specifically, you may continue to serve on the outside public, private, and charitable boards on which you currently serve. You must receive permission from the Lead Independent Director to serve on any new public or private company boards and, if such permission is granted, will not serve as chairman of the board or chairman of the audit committee of such company. The Board's current policy is to permit the Chief Executive Officer of the Company to serve on one outside public company board.

Representations. This letter confirms your representation to us that (i) you are not a party to any employment agreement or other contract or arrangement which prohibits your full-time employment with the Company, and (ii) you do not know of any conflict that would restrict your employment with the Company.

Confidentiality. You acknowledge that during the period of your employment with the Company, you have developed and/or will develop, and have had and/or will have access to, Confidential Information which is valuable to the Company and not generally known to the public or the Company's competitors, but has been developed, acquired or compiled by the Company at its great effort and expense. **"**Confidential Information**"** shall mean data and information, regardless in what form, relating to the business of the Company, of which you become aware because of your employment with the Company, not generally known to competitors of the Company or the public, and the unauthorized acquisition, disclosure, or use of which may result in substantial harm to the Company, including: (a) trade secrets; (b) intellectual property, inventions, innovations, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, methods, analyses, drawings, reports, writings, designs and techniques, and all similar or related information which relates to the Company's actual or anticipated business, research and development, or existing or future products or services (hereinafter collectively referred to as "Inventions"); (c) current, former or prospective customer lists, customer, supplier, consultant and vendor contacts or requirements, mailing lists, pricing lists and structures, cost structures, preferences, needs, requirements, purchasing histories, and terms or proposed terms upon which the Company offers or may offer its services to customers, and other information regarding current, former or prospective customers; (d) the identity of and terms or proposed terms upon which the Company does or may do business with vendors, licensees, business partners, and suppliers; (e) plans for research, development, services, marketing, business plans, budgets, methods of administration, unpublished financial statements, licenses, prices and costs, and any other current and long term plans of the Company; (f) sales methodologies, marketing techniques, templates, resources, techniques, tactics, tracking forms and checklists; (g) lists of personnel, independent contractors and consultants and of their compensation and contact information; and (h) other information that is marked or identified as confidential or proprietary. You acknowledge and agree that your disclosing, divulging, revealing or other use of any such Confidential Information, other than in connection with the Company's business, can be highly detrimental to the business of the Company and serious loss of business and pecuniary damage may result therefrom. Accordingly, at all times during your employment and thereafter, you agree that you will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Confidential Information whether contained in your memory or embodied in writing or other physical form, except as such disclosure, use or publication may be required in connection with your work for the Company, or unless an officer of the Company expressly authorizes such in writing. Disclosure includes forwarding Confidential Information to a personal e-mail address and/or uploading such information onto any social media platform. You agree that you will obtain the Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that incorporates any Confidential Information. You hereby assign to the Company any rights you may have or acquire in such Confidential Information and recognize that all Confidential Information shall be the sole property of the Company and its assigns. You agree that at no time during or after your employment with the Company will you use any of the Company's trade secrets to compete with the Company including to solicit any personnel or customer of the Company to compete with the Company. You understand and acknowledge that nothing in this Agreement prohibits you from disclosing or discussing your compensation or working conditions with anyone, nor does it prohibit you from reporting to a governmental authority anything that you suspect may be a violation of law or unsafe working condition, nor does it prohibit you from disclosing or discussing any information governed by the provisions of California Labor Code sections 96(k), 232, 232.5, 1102.5, or 1197.5(k)(1), and California Government Code section 12964.5. You understand and acknowledge that nothing in this Agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

The obligations regarding the Confidential Information hereunder shall not apply to Confidential Information which becomes publicly known through no fault of your own or another person's breach of confidentiality obligation. The obligation not to disclose Confidential Information shall not preclude compliance with a lawful request of any regulatory authority responsible for the regulation of any party or pursuant to the subpoena power of any court, tribunal, regulatory authority, or other body so empowered, provided that the parties shall avail themselves of any rules and regulations of that regulatory authority or other body in order to keep Confidential Information non-disclosed. You agree that if disclosure of Confidential Information is compelled by law, you will give the Company as much written notice as possible under the circumstances, will refrain from use or disclosure for as long as the law allows, and will cooperate with the Company to protect such information, including taking every reasonable step to protect against unnecessary disclosure. Notice should be given to the Company's General Counsel. Under the federal Defend Trade Secrets Act of 2016, you shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to your attorney in relation to a lawsuit for retaliation against you for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Non-Disparagement. Except as otherwise required by law, including providing truthful testimony, including opinion testimony, about the other in any legitimate legal proceeding or investigation (including depositions), you covenant and agree that during the course of your employment by the Company and at any time thereafter, you will not, directly or indirectly, in public or private, willfully deprecate, impugn, disparage, or make any remarks that would tend to or be construed to tend to defame the other, its products or services, or any of its officers, directors, employees, relatives, affiliates or agents; nor will you assist any other person, firm or entity in so doing. You agree that you will use your best efforts to encourage other members of the senior executive team of the Company and the Board to comply with such similar non-disparagement obligations to which they are subject.

Cooperation. Following the termination of your employment for any reason and subject to other obligations which you may have at such time, you agree to reasonably cooperate with the Company, at the Company's request and expense, in connection with any internal investigation, litigation, regulatory matter, or transition of your duties and responsibilities and you agree to prioritize the Company's reasonable requests where feasible and to provide reasonable notice if a conflict arises.

Entire Agreement. This offer letter sets forth the entire understanding between the parties concerning the matters addressed herein. This offer letter supersedes all prior agreements, understandings, warranties, or representations on the subject matter hereof. You affirm that in accepting employment with the Company you do not rely upon any statements, promises, assurances, or representations other than what is set forth in this letter.

Section 409A. Although the Company does not guarantee the tax treatment of any payments and benefits under this offer letter, the intent of the Company is that the payments and benefits under this offer letter be exempt from, or comply with, Section 409A of the Internal Revenue Code and all Treasury Regulations and guidance promulgated thereunder ("Code Section 409A"), and to the maximum extent permitted, this offer letter shall be limited, construed, and interpreted in accordance with such intent. In no event whatsoever shall the Company or its affiliates or their respective officers, directors, personnel, or agents be liable for any additional tax, interest, or penalties that may be imposed on you by Code Section 409A or damages for failing to comply with Code Section 409A. Notwithstanding any other provision of this offer letter to the contrary, to the extent that any reimbursement of expenses constitutes "deferred compensation" under Code Section 409A, such reimbursement shall be provided no later than December 31 of the year following the year in which the expense was incurred. The amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year. The amount of any in-kind benefits provided in one year shall not affect the amount of in-kind benefits provided in any other year. Notwithstanding any other provision of this offer letter to the contrary, if at the time of your separation from service (as defined in Code Section 409A), you are a “Specified Employee”, then the Company will defer the payment or commencement of any nonqualified deferred compensation subject to Code Section 409A payable upon separation from service (without any reduction in such payments or benefits ultimately paid or provided to you) until the date that is six (6) months following separation from service or, if earlier, the earliest other date as is permitted under Code Section 409A (and any amounts that otherwise would have been paid during this deferral period will be paid in a lump sum on the day after the expiration of the six (6) month period or such shorter period, if applicable).

Governing Law. This Agreement is made in California and California law shall govern its interpretation and enforcement. Any modification of this agreement must be made in writing and signed by you and the Company’s Lead Independent Director.

If this offer of employment is acceptable to you and correctly sets forth our mutual understanding and agreement, please sign the enclosed copy of this letter in the space provided and return it to Stacey A. Jones, CHRO.

Sincerely,

/s/ Peter H. Stratton, Jr.
Peter H. Stratton, Jr., EVP, CFO and Treasurer

Agreed to and Accepted by:	/s/ Lionel F. Conacher Lionel F. Conacher	08/05/2026 Date:

Exhibit 99.1

DXL BIG + TALL

Destination XL Group, Inc. Appoints Current Chairman Lionel Conacher as Interim Chief Executive Officer

CANTON, Mass., August 6, 2026 -- Destination XL Group, Inc. (“DXL” or the “Company”) (NASDAQ: DXLG), the leading integrated commerce retailer of Big + Tall men’s clothing and shoes, today announced that Lionel Conacher, Chairman of the DXL Board of Directors, has been named Interim Chief Executive Officer, effective August 12, 2026. Mr. Conacher will continue in his role as Chairman of the DXL Board. Mr. Conacher’s appointment follows the previously announced retirement of Harvey Kanter, effective August 11, 2026. Mr. Kanter will also step down from the Board at that time.

“I am honored to take on the role of Interim CEO at an important time for DXL,” Mr. Conacher said. “We are executing a clear strategy to return the Company to profitability against a challenging market backdrop, taking decisive action to reduce our cost structure and evolve our assortment, promotional strategy and customer experience to better meet the needs of our consumer today. I look forward to working alongside our talented leadership team to continue building on the success of these efforts to date and advancing our key strategic priorities – our FiTMAP rollout, investing in AI and responding to increasing GLP-1 usage – to bolster our strong foundation for future growth.”

“Our Board will conduct a thorough search to identify the right leader to execute on our strategic priorities and capture the opportunities ahead in a dynamic consumer environment,” Mr. Conacher continued. “On behalf of the Board, I want to thank Harvey for his leadership and invaluable contributions to the Company during his more than seven years as CEO. We wish him all the best in his well-earned retirement.”

“It has been a privilege to lead the DXL team, and I am incredibly proud of the progress we have made in advancing our vision of redefining the way our industry approaches inclusive fashion,” said Mr. Kanter. “Together, we have established DXL as the leading specialty retailer in Men’s Big + Tall and built a platform that is well-positioned for future success. Lionel has significant M&A experience that will help us navigate both the FullBeauty merger transaction and Zodiac Partners’ unsolicited tender offer in the near term. He also has a deep understanding of our business. I am confident he is the right leader to guide DXL in this transition period and as we prepare for our next phase of growth.”

In connection with his appointment, Mr. Conacher will step down as Chair of the Audit Committee and as a member of the Compensation Committee. In accordance with the Company’s Corporate Governance Guidelines, Carmen Bauza has been appointed Lead Independent Director.

About Lionel Conacher

Mr. Conacher has served on DXL’s Board of Directors since June 2018 and as Chairman since August 2020. He currently serves on the board of directors of Metatek-Group Ltd., where he chairs the Governance and Nomination Committee. From 2021 to 2025, he served as a director of SRx Health Solutions, Inc., including as Interim Chief Executive Officer from September 2022 to May 2023. Previously, Mr. Conacher served as Managing Partner of Next Ventures, Senior Advisor to private equity firm Altamont Capital Partners and President and Chief Operating Officer of investment bank Thomas Weisel Partners. He also served as Chairman of Wunderlich Securities, an Altamont portfolio company.

Mr. Conacher received a BA in Economics and Art History from Dartmouth College.

About Destination XL Group, Inc.
Destination XL Group, Inc. is the leading retailer of Men’s Big + Tall apparel that provides the Big + Tall man the freedom to choose his own style. Subsidiaries of Destination XL Group, Inc. operate DXL Big + Tall retail and

outlet stores and Casual Male XL retail and outlet stores throughout the United States, and an e-commerce website, DXL.COM, and mobile app, which offer a multi-channel solution similar to the DXL store experience with the most extensive selection of online products available anywhere for Big + Tall men. DXL is headquartered in Canton, Massachusetts, and its common stock is listed on the Nasdaq Global Market under the symbol "DXLG." For more information, please visit DXL’s investor relations website: https://investor.dxl.com.

Important Information about the Merger and Where to Find It
This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval. This communication may be deemed to be solicitation material in respect of the proposed merger (the “Merger”) between DXL and FBB Holdings I, Inc. (“FullBeauty”). In connection with the Merger, DXL has filed a preliminary proxy statement and intends to file a definitive proxy statement (the “Proxy Statement”), which will be distributed to the stockholders of DXL in connection with their votes on the issuance of DXL Common Stock in the Merger. INVESTORS AND SECURITY HOLDERS ARE ADVISED TO READ THE PROXY STATEMENT (AND ANY OTHER DOCUMENTS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”) IN CONNECTION WITH THE MERGER OR INCORPORATED BY REFERENCE INTO THE PROXY STATEMENT) BECAUSE SUCH DOCUMENTS WILL CONTAIN IMPORTANT INFORMATION REGARDING THE MERGER AND RELATED MATTERS. Investors and security holders will be able to obtain these documents, and any other documents DXL has filed with the SEC, free of charge at the SEC’s website, www.sec.gov, or by accessing DXL’s website at investor.dxl.com. In addition, documents filed with the SEC by DXL will be available free of charge by writing to DXL at 555 Turnpike Street, Canton, Massachusetts 02021, Attention: Corporate Secretary.

Participants in the Solicitation
DXL and certain of its directors and executive officers may be deemed to be participants in the solicitation of proxies from the stockholders of DXL in connection with the Merger. Information about DXL’s directors and executive officers, including a description of their direct or indirect interests, by security holdings or otherwise, is set forth in DXL’s Annual Report on Form 10-K/A, which was filed with the SEC on May 26, 2026, including under the headings “Director Compensation,” “Compensation Discussion and Analysis,” “Executive Compensation,” and “Security Ownership of Management,” and in the Proxy Statement, which was filed with the SEC on July 17, 2026, including under the headings “Merger—Interests of DXL’s Directors and Executive Officers in the Merger,” “DXL’s Executive Compensation,” “Executive Officers and Directors Following the Merger” and “Principal Stockholders of DXL.” To the extent holdings of DXL Common Stock by the directors and executive officers of DXL have changed from the amounts of DXL Common Stock held by such persons as reflected therein, such changes have been or will be reflected on Initial Statements of Beneficial Ownership of Securities on Form 3, Statements of Changes in Beneficial Ownership on Form 4 or Annual Statements of Changes in Beneficial Ownership of Securities on Form 5, in each case filed with the SEC, including the Form 4s filed by each of the non-executive directors on August 6, 2025, the Form 4s filed by each of the executive officers on September 3, 2025, the Form 4s filed by each of the non-executive directors on November 5, 2025, the Form 4s filed by each of the non-executive directors on February 4, 2026, the Form 4s filed by each of the executive officers on April 3, 2026, the Form 4s filed by each of the non-executive directors on May 6, 2026 and the Form 4s filed by each of the non-executive directors on August 5, 2026.

FullBeauty and its chief executive officer may be deemed to be participants in the solicitation of proxies from the stockholders of DXL in connection with the Merger. Information about FullBeauty and its chief executive officer can be found in the Form 8-K filed by DXL with the SEC on December 11, 2025 and in the Proxy Statement filed by DXL with the SEC on July 17, 2026, including under the heading “Executive Officers and Directors Following the Merger.”

Additional information regarding the participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, is contained in the Proxy Statement regarding the Merger. Free copies of this document may be obtained as described above.

Important Information about the Zodiac Partners Tender Offer and Where to Find It
INVESTORS AND SECURITY HOLDERS ARE ADVISED TO READ ALL RELEVANT DOCUMENTS FILED WITH THE SEC, INCLUDING THE SOLICITATION/RECOMMENDATION STATEMENT, AS AMENDED, AND ANY OTHER RELEVANT DOCUMENTS WHEN THEY BECOME AVAILABLE BECAUSE THEY

WILL CONTAIN IMPORTANT INFORMATION ABOUT THE UNSOLICITED TENDER OFFER BY ZODIAC PARTNERS II, LLC ("ZODIAC PARTNERS"). Investors and security holders may obtain free copies of the solicitation/recommendation statement, and any amendments thereto (when available), as well as other filings by DXL, without charge, at the SEC's website, http://www.sec.gov, or by accessing DXL's website at investor.dxl.com. In addition, documents filed with the SEC by DXL will be available free of charge by writing to DXL at 555 Turnpike Street, Canton, Massachusetts 02021, Attention: Corporate Secretary.

Forward-Looking Statements

Certain statements and information contained in this press release constitute forward-looking statements under the federal securities laws, including statements regarding DXL's execution of a clear strategy to return the Company to profitability against a challenging market backdrop, taking decisive action to reduce its cost structure and evolving its assortment, promotional strategy and customer experience to better meet the needs of its consumer today; DXL's key strategic priorities – its FiTMAP rollout, investing in AI and responding to increasing GLP-1 usage – to bolster its strong foundation for future growth; the Board's plan to conduct a thorough search to identify the right leader to execute on DXL's strategic priorities and capture the opportunities ahead in a dynamic consumer environment; and the belief that DXL has built a platform that is well-positioned for future success; confidence that Mr. Conacher is the right leader to guide DXL in this transition period and as it prepares for its next phase of growth.

The discussion of forward-looking information requires the management of DXL to make certain estimates and assumptions regarding DXL's strategic direction and the effect of such plans on DXL's financial results. DXL's actual results and the implementation of its plans and operations may differ materially from forward-looking statements made by DXL. DXL encourages readers of forward-looking information concerning DXL to refer to its filings with the Securities and Exchange Commission, including without limitation, its Annual Report on Form 10-K filed on March 19, 2026, its Amendment No. 1 to Annual Report on Form 10-K/A filed on May 26, 2026, its Preliminary Proxy Statement on Schedule 14A filed on July 17, 2026, its Quarterly Reports on Form 10-Q and other filings with the Securities and Exchange Commission that set forth certain risks and uncertainties that may have an impact on future results and the direction of DXL, including risks relating to changes in consumer spending in response to economic factors; the impact of inflation with rising costs and high interest rates; the impact of tariffs; the impact of ongoing worldwide conflicts on the global economy; potential labor shortages; DXL's ability to grow its market share, predict customer tastes and fashion trends, forecast sales growth trends, and compete successfully in the U.S. men's big and tall apparel market; and the proposed merger with FullBeauty Brands.

Forward-looking statements contained in this press release speak only as of the date of this release. Subsequent events or circumstances occurring after such date may render these statements incomplete or out of date. DXL undertakes no obligation and expressly disclaims any duty to update such statements, except as otherwise required by applicable law.

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