

**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): February 5, 2015 (**September 5, 2014**)

CCA Industries, Inc.

(Exact name of registrant as specified in its charter)

<u>DELAWARE</u> (State or other Jurisdiction of Incorporation)	<u>1-31643</u> (Commission File Number)	<u>04-2795439</u> (IRS Employer Identification No.)
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<u>200 MURRAY HILL PARKWAY, EAST RUTHERFORD, NEW JERSEY</u> (Address of principal executive offices)	<u>07073</u> (Zip Code)
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Registrant's telephone number, including area code: (201) 935-3232

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))
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Item 1.01. Entry into a Material Definitive Agreement.

As previously reported in the Current Report on Form 8-K filed by CCA Industries, Inc., a Delaware corporation (the “Company”), on September 11, 2014, the Company issued a warrant to purchase common stock of the Company (“Warrant”) to Capital Preservation Solutions, LLC (“Capital Preservation Solutions”) on September 5, 2014 in connection with the loan and security agreement entered into with Capital Preservation Solutions on the same date.

Following the issuance of the Warrant, it was discovered that the Warrant agreement inadvertently reflected the incorrect number of shares underlying the Warrant, and on January 28, 2015, a corrected Warrant agreement, dated September 5, 2014, with the correct number of underlying shares was executed by the parties. The corrected Warrant agreement provides for the right to purchase 1,892,744 shares of Company Common Stock. The original Warrant agreement provided for the right to purchase Common Stock equal to 24% of the Company’s issued and outstanding Common Stock and Class A Common Stock on the date of exercise. The corrected Warrant reflects no other changes.

Item 9.01 Financial Statements and Exhibits.

10.1 Warrant to Purchase Common Stock, dated as of September 5, 2014, by and between CCA Industries, Inc. and Capital Preservation Solutions, LLC.

SIGNATURES

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

Dated: February 5, 2015

CCA Industries, Inc.

By: /s/ Stephen A. Heit

**Stephen A. Heit
Executive Vice President
Chief Financial Officer and Treasurer**

Exhibit 10.1

CCA Industries, Inc.

WARRANT TO PURCHASE COMMON STOCK

Void after 5:00 p.m. (United States Eastern Time)
on September 5, 2019, as provided herein.

THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (“SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND OTHER APPLICABLE STATE SECURITIES LAWS WITH RESPECT TO SUCH SECURITY IS THEN IN EFFECT, OR SUCH REGISTRATION UNDER THE SECURITIES ACT AND OTHER APPLICABLE SECURITIES LAWS IS NOT REQUIRED DUE TO AVAILABLE EXEMPTIONS FROM SUCH REGISTRATION.

Issuance Date: September 5, 2014

FOR VALUE RECEIVED, CCA Industries, Inc., a Delaware corporation (“**Company**”), hereby agrees to sell to Capital Preservation Solutions, LLC, a Delaware limited liability company, or its registered assigns (the “**Holder**”), upon the terms and on the conditions of this warrant (this “**Warrant**”), **1,892,744** fully paid and non-assessable shares of Common Stock (the “**Warrant Stock**”) at a purchase price of \$3.17 per share (such amount, subject to the adjustments set forth herein, the “**Warrant Price**”). The number of shares of Warrant Stock to be so issued and the Warrant Price are subject to adjustment in certain events as hereinafter set forth. The term “**Common Stock**” shall mean, when used herein, the common stock of the Company, par value \$.01 per share, and any capital stock into which such common stock shall have been converted, exchanged or reclassified following the date hereof.

1. Term of Warrant. Subject to the terms and conditions set forth herein, this Warrant shall be exercisable, in whole or in part and from time to time, during the term commencing on the date hereof and ending at 5:00 p.m. (United States Eastern Time) on September 5, 2019 (subject to extension as provided below, the “**Exercise Period**”); provided, however, that in the event that the expiration date of this Warrant shall fall on a Saturday, Sunday or United States federally recognized holiday, the expiration date for this Warrant shall be extended to 5:00 p.m. (United States Eastern Time) on the first business day following such Saturday, Sunday or recognized holiday.

2. Exercise of Warrant.

(a) This Warrant may be exercised by the Holder, in whole or in part, at any time and from time to time during the Exercise Period by:

- (i) completing the exercise form attached hereto (the “**Exercise Notice**”);
- (ii) surrendering this Warrant to the Company at the address set forth in Section 9; and
- (iii) paying to the Company an amount equal to (A) the number of shares of Warrant

Stock in respect of which this Warrant is being exercised pursuant to this Section 2 multiplied by (B) the Warrant Price in effect as of the date on which this Warrant is exercised (the “**Aggregate Exercise Price**”) in accordance with Section 2(b).

(b) Payment of the Aggregate Exercise Price shall be made, at the option of the Holder as expressed in the Exercise Notice, by the following methods:

(i) by delivery to the Company of a certified or official bank check payable to the order of the Company or by wire transfer of immediately available funds to an account designated in writing by the Company, in the amount of such Aggregate Exercise Price;

(ii) by instructing the Company to withhold or cancel a number of shares of Warrant Stock then issuable upon exercise of this Warrant with an aggregate Fair Market Value (as defined in Section 2(c) below) as of the date on which this Warrant is exercised pursuant to this Section 2 equal to such Aggregate Exercise Price; or

(iii) any combination of (i) or (ii).

(c) When used herein, the term “**Fair Market Value**” shall mean, as of any particular date: (a) the volume weighted average of the closing sales prices of the Common Stock for such day on all domestic securities exchanges on which the Common Stock may at the time be listed; (b) if there have been no sales of the Common Stock on any such exchange on any such day, the average of the highest bid and lowest asked prices for the Common Stock on all such exchanges at the end of such day; (c) if on any such day the Common Stock is not listed on a domestic securities exchange, the closing sales price of the Common Stock as quoted on the Financial Industry Regulatory Authority OTC Bulletin Board electronic inter-dealer quotation system (the “**OTC Bulletin Board**”), the OTC Markets Group Inc. electronic inter-dealer quotation system, including OTCQX, OTCQB or OTC Pink (the “**Pink OTC Markets**”) or similar quotation system or association for such day; or (d) if there have been no sales of the Common Stock on the OTC Bulletin Board, the Pink OTC Markets or similar quotation system or association on such day, the average of the highest bid and lowest asked prices for the Common Stock quoted on the OTC Bulletin Board, the Pink OTC Markets or similar quotation system or association at the end of such day; in each case, averaged over twenty (20) consecutive Trading Days ending on the Trading Day immediately prior to the day as of which “Fair Market Value” is being determined; provided, that if the Common Stock is listed on any domestic securities exchange, the term “Trading Day” as used in this sentence means Trading Days on which such exchange is open for trading. If at any time the Common Stock is not listed on any domestic securities exchange or quoted on the OTC Bulletin Board, the Pink OTC Markets or similar quotation system or association, the “Fair Market Value” of the Common Stock shall be the fair market value per share as determined by the Board of Directors of the Company.

(d) No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. The Company shall pay cash in lieu of fractional shares based upon the Fair Market Value of such fractional shares of Common Stock at the date of exercise of this Warrant.

(e) In the event of any exercise of the rights represented by this Warrant, the Warrant Stock so purchased shall be registered in the name of the Holder within a reasonable time after such rights shall have been so exercised. The Person in whose name the Warrant Stock is registered upon exercise of the rights represented by this Warrant shall for all purposes be deemed to have become the holder of record of such Warrant Stock immediately prior to the close of business on the date on which the Warrant was surrendered and payment of the Aggregate Exercise Price and any applicable taxes was made, irrespective of the date of registration of the Warrant Stock, except that, if the date of such surrender and payment is a date when the stock transfer books of the Company are closed, such Person shall be deemed to have become the holder of such Warrant Stock at the opening of business on the next succeeding date on which the stock transfer books are open. The Company shall pay any and all documentary stamp or similar issue or transfer taxes payable in respect of the issue or delivery of shares of Common Stock on exercise of this Warrant. When used herein, the term “**Person**” shall mean any individual, sole proprietorship, joint venture, partnership, company, corporation, association, cooperation, trust, estate, governmental authority, or any other entity of any nature whatsoever.

3. Restrictions on Disposition of Warrant and Warrant Stock.

(a) The Holder hereby acknowledges that (i) this Warrant and any Warrant Stock that may be acquired upon exercise of this Warrant pursuant hereto are, as of the date hereof, not registered: (A) under the Securities Act on the ground that the issuance of this Warrant is exempt from registration under Section

4(a)(2) of the Securities Act as not involving any public offering or (B) under any applicable state securities laws, and (ii) the Company's reliance on the Section 4(a)(2) exemption of the Securities Act and under applicable state securities laws is predicated in part on the representations hereby made to the Company by the Holder. The Holder represents and warrants that:

(i) the Holder is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act;

(ii) the Holder is acquiring this Warrant and the Warrant Stock to be issued upon exercise hereof for investment for its own account and not with a view towards, or for resale in connection with, the public sale or distribution of this Warrant or the Warrant Stock, except pursuant to sales registered or exempted under the Securities Act;

(iii) the Holder does not presently have any agreement, plan or understanding, directly or indirectly, with any Person to distribute or effect any distribution of any of this Warrant or the Warrant Stock to or through any Person;

(iv) the Holder understands and acknowledges that this Warrant and the Warrant Stock to be issued upon exercise hereof are "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act only in certain limited circumstances. In addition, the Holder represents that it is familiar with Rule 144 under the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act;

(v) the Holder is not a registered broker-dealer under Section 15 of the Securities Exchange Act of 1934, as amended, or an entity engaged in a business that would require it to be so registered as a broker-dealer;

(vi) the Holder, either alone or together with its representatives (if any), has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in this Warrant and the Warrant Stock, and has so evaluated the merits and risks of such investment; and

(vii) the Holder acknowledges that it can bear the economic and financial risk of its investment for an indefinite period, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Warrant and the Warrant Stock. The Holder has had an opportunity to ask questions of, and receive answers from, the Company's officers, employees, agents and representatives regarding the terms and conditions of the offering of the Warrant and the business, properties, prospects and financial condition of the Company.

(b) If, at the time of issuance of Warrant Stock upon exercise of this Warrant, no registration statement is in effect with respect to such shares under applicable provisions of the Securities Act and other applicable securities laws, Holder hereby agrees that Holder will not sell, transfer, offer, pledge, hypothecate or otherwise dispose of all or any part of the Warrant Stock unless and until Holder shall first have given notice to the Company describing such sale, transfer, offer, pledge, hypothecation or other disposition and there shall be available exemptions from such registration requirements that exist. Should there be any reasonable uncertainty or good faith disagreement between the Company and the Holder as to the availability of such exemptions, then the Holder shall be required to deliver to the Company (i) an opinion satisfactory to the Company rendered by counsel selected by the Holder to the effect that such offer, sale, transfer, pledge, hypothecation or other disposition is in compliance with an available exemption under the Securities Act and other applicable securities laws, or (ii) an interpretative letter from the Securities and Exchange Commission to the effect that no enforcement action will be recommended if the proposed offer, sale, transfer, pledge hypothecation or other disposition is made without registration under the Securities Act. If, at the time of issuance of Warrant Stock upon exercise of this Warrant, no registration statement is in effect with respect to such shares under applicable provisions of the Securities Act and other applicable securities laws, the Warrant Stock issued upon exercise of this Warrant shall bear a legend reading substantially as follows:

“THESE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (“SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED, OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND OTHER APPLICABLE STATE SECURITIES LAWS WITH RESPECT TO SUCH SECURITY IS THEN IN EFFECT, OR SUCH REGISTRATION UNDER THE SECURITIES ACT AND OTHER APPLICABLE SECURITIES LAWS IS NOT REQUIRED DUE TO AVAILABLE EXEMPTIONS FROM SUCH REGISTRATION.”

4. Reservation of Shares; Certain Representations and Warranties; Certain Covenants. The Company hereby agrees, represents and warrants that at all times there shall be reserved for issuance upon the exercise of this Warrant such number of shares of its Common Stock (or other securities subject to this Warrant from time to time) as shall be required for issuance upon exercise of this Warrant. The Company further agrees that all shares of Warrant Stock represented by this Warrant have been duly authorized and will, upon issuance and against payment of the Aggregate Exercise Price, be validly issued, fully paid and non-assessable. The Company represents and warrants that (a) its execution and delivery of this Warrant has been authorized by all necessary and appropriate corporate action under its organizational documents and any applicable agreements and in conformity with applicable law and the rules of the NYSE MKT and that this Warrant has been executed by an authorized representative of the Company; provided, however, that until such time as the Company has advised the Holder of the listing of the Warrant Stock on the NYSE MKT, such Warrant Stock has not been listed on the NYSE MKT; and (b) this Warrant represents a valid, legal and binding obligation of the Company, enforceable against the Company in accordance with its terms, except to the extent that such enforceability is limited by bankruptcy, receivership, moratorium, conservatorship, or reorganization laws or other laws of general application affecting the rights of creditors generally or by general principles of equity. The Company shall not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant. The Company shall have (i) within three business days after the date hereof (as such date may be extended by the Holder in its sole discretion), filed a listing application with the NYSE MKT with respect to the listing of the Warrant Stock on the NYSE MKT, and (ii) within 30 days after the date hereof (as such date may be extended by the Holder in its sole discretion), delivered to the Holder evidence of approval by the NYSE MKT for listing of the Warrant Stock on the NYSE MKT.

5. Capital Adjustments. This Warrant is subject to the following further provisions:

(a) Recapitalization, Reclassification and Succession. If any recapitalization of the Company, reclassification of Common Stock, reorganization, split-off, spin-off, extraordinary dividend or distribution by the Company, merger or consolidation of the Company into or with a corporation or other business entity, sale or transfer of all or substantially all of the Company’s assets or of any successor corporation’s assets to any other corporation or business entity (any such corporation or other business entity being included within the meaning of the term “successor corporation”), or any event similar to any of the foregoing, including a Change in Control, shall be effected, directly or indirectly, in one or a series of related transactions (any of the foregoing being an “**Adjustment Event**”), at any time while this Warrant remains outstanding and unexpired, then, as a condition of such Adjustment Event, and, in any event, the Company agrees that lawful, equitable and adequate provision shall be made whereby the Holder thereafter shall have the right to receive upon the exercise hereof, and in lieu of the shares of Common Stock immediately theretofore issuable upon the exercise of this Warrant, such shares of capital stock, securities or other property as may be issued or payable with respect to or in exchange, in connection with the Adjustment Event, for a number of outstanding shares of Common Stock equal to the number of shares of Common Stock immediately

theretofore issuable upon the exercise of this Warrant, and in each such case, the terms of this Warrant shall be applicable to the shares of stock or other securities or property receivable upon the exercise of this Warrant after such consummation.

(b) Subdivision or Combination of Shares. If the Company at any time while this Warrant remains outstanding and unexpired shall subdivide or combine its Common Stock, the number of shares of Warrant Stock purchasable upon exercise of this Warrant and the Warrant Price shall be proportionately and equitably adjusted so as to prevent the enlargement or dilution of economic rights under this Warrant.

(c) Stock Dividends and Distributions. If the Company at any time while this Warrant is outstanding and unexpired shall issue or pay the holders of its Common Stock, or take a record of the holders of its Common Stock for the purpose of entitling them to receive, a dividend payable in, or other distribution of, Common Stock (and/or other equity of the Company), then (i) the Warrant Price shall be adjusted in accordance with Section 5(d); and (ii) the number of shares of Warrant Stock purchasable upon exercise of this Warrant shall be adjusted to the number of shares of Common Stock (and/or other equity of the Company) that Holder would have owned immediately following such action had this Warrant been exercised immediately prior thereto.

(d) Warrant Price Adjustment. Whenever the number of shares of Warrant Stock purchasable upon exercise of this Warrant is adjusted, as herein provided, the Warrant Price payable upon the exercise of this Warrant shall be proportionately and equitably adjusted.

(e) Certain Shares Excluded. The number of shares of Common Stock outstanding at any given time for purposes of the adjustments set forth in this Section 5 shall exclude any shares then held in the treasury of the Company.

6. Notice to Holder.

(a) Notice of Record Date. In the event:

(i) that the Company shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon exercise of the Warrant) for the purpose of entitling or enabling them to receive any dividend or other distribution, to vote at a meeting (or by written consent), to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(ii) of any Adjustment Event;

(iii) of any capital reorganization of the Company, any reclassification of the Common Stock of the Company, any consolidation or merger of the Company with or into another Person, or sale of all or substantially all of the Company's assets to another Person; or

(iv) of the voluntary or involuntary dissolution, liquidation or winding-up of the Company;

then, and in each such case, the Company shall send or cause to be sent to the Holder at least 10 days prior to the record date, the expected date of the Adjustment Event, or the expected effective date, as the case may be, for the event, a written notice specifying, as the case may be, (A) the record date for such dividend, distribution, meeting or consent or other right or action, and a description of such dividend, distribution or other right or action to be taken at such meeting or by written consent, (B) the date on which such Adjustment Event is to take place, and the time, if any and if applicable, is to be fixed, as of which the holders of record of Common Stock (or such stock or securities at the time receivable upon the exercise of this Warrant) shall be entitled to exchange their shares of Common Stock (or such other stock or securities) for securities or other property deliverable upon such Adjustment Event, or (C) the effective date on which such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding-up is proposed to take place, and the date, if any is to be fixed, as of which the books of the Company shall close or a record shall be taken with respect to which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon exercise of the Warrant) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such Adjustment Event,

reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Warrant and the Warrant Stock.

(b) Notice of Adjustment. Whenever any adjustment shall be made pursuant to Section 5 hereof, the Company shall promptly notify the Holder of the event requiring such adjustment, the amount of such adjustment, the method by which such adjustment was calculated and the Warrant Price and number of shares of Warrant Stock purchasable upon exercise of this Warrant after giving effect to such adjustment. Notwithstanding the provisions of Section 6(a) and Section 6(b), the Company may delay such notice (and the 10-day time period set forth in Section 6(a) shall be reduced accordingly) to the extent required by applicable law or the rules of any applicable securities exchange or if such notice would have an adverse effect on the event requiring such adjustment.

7. Loss, Theft, Destruction or Mutilation. Upon receipt by the Company of evidence satisfactory to it of the ownership and the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, of indemnity reasonably satisfactory to the Company and, in the case of mutilation, upon surrender and cancellation thereof, the Company will execute and deliver a new Warrant of like tenor dated the date hereof.

8. Warrant Holder not a Stockholder. Without limiting rights of the Holder in respect of any shares of stock of the Company or other securities owned by the Holder, the Holder of this Warrant shall not be entitled by reason of holding this Warrant to any rights whatsoever as a stockholder of the Company.

9. Notices. All notices, consents, waivers, and other communications required or permitted by this Warrant shall be in writing and shall be deemed given to a party when (i) delivered to the appropriate address by hand or by nationally recognized courier service (costs prepaid); (ii) sent by facsimile with confirmation of transmission by the transmitting equipment; or (iii) received or rejected by the addressee, if sent by certified mail, return receipt requested; in each case to the following addresses or facsimile numbers and marked to the attention of the person (by name or title) designated below (or to such other address or facsimile number, or person as a party may designate in writing to the other parties):

To the Company:

CCA Industries, Inc.

200 Murray Hill Parkway

East Rutherford, New Jersey 07073

Attention: Stephen A. Heit, Executive Vice President & CFO

Telephone: (201) 935-3232

Fax: (201) 935-4158

To Holder:

Capital Preservation Holdings, LLC

One Belmont Avenue

Suite 602

Bala Cynwyd, PA 19004

Attention: Lance T. Funston

Telephone: (610) 592-0049

Fax: (610) 592-0043

10. Antitakeover Provisions. The Company has taken all actions required to exempt this Warrant, the Warrant Stock issuable pursuant to this Warrant, the parties hereto, and the other transactions contemplated hereby from any provisions of an anti-takeover nature contained in their organizational documents or the provisions of any federal or state "anti-takeover," "fair price,"

“moratorium,” “control share acquisition” or similar laws or regulations, including without limitation section 203 of the Delaware General Corporation Law (“**Takeover Laws**”). The Company shall not take any action that would cause any of the foregoing to be subject to requirements imposed by any Takeover Laws, and the Company shall take all necessary steps within its control to exempt (or ensure the continued exemption of) the foregoing from any applicable Takeover Laws, as now or hereafter in effect.

11. Choice of Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Warrant shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

12. Jurisdiction. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state and federal courts located in the State of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Warrant (“**Covered Matters**”), (b) agree not to commence any suit, action or other proceeding arising out of or based upon any Covered Matters except in the state courts or federal courts located in the State of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Warrant or the subject matter of any Covered Matter may not be enforced in or by such court

13. Severability. In case any one or more of the provisions of this Warrant shall be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Warrant shall not in any way be affected or impaired thereby, and the parties will attempt in good faith to agree upon a valid and enforceable provision which shall be a commercially reasonable substitute therefore, and upon so agreeing, shall incorporate such substitute provision in this Warrant.

14. Successor and Assigns. This Warrant and the rights evidenced hereby shall be binding upon and shall inure to the benefit of the parties hereto and the successors of the Company and the successors and permitted assigns of the Holder. Such successors and/or permitted assigns of the Holder shall be deemed to be a Holder for all purposes hereunder.

15. No Third-Party Beneficiaries. This Warrant is for the sole benefit of the Company and the Holder and their respective successors and, in the case of the Holder, permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Warrant.

16. Headings. The headings in this Warrant are for reference only and shall not affect the interpretation of this Warrant.

17. Amendment and Modification. Except as otherwise provided herein, this Warrant may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

18. Entire Agreement. This Warrant constitutes the sole and entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to the subject matter hereof, including the original Warrant (the “**Original Warrant**”), of even date herewith, issued by the Company to the Holder to acquire the number of shares of Common Stock representing an aggregate amount of twenty-four (24%) percent of the amount equal to (a) the Company’s issued and outstanding shares of Common Stock and Class A Common Stock as of each date the Original Warrant was exercised, less (b) in each case, the aggregate amount of shares of Common Stock (if any) issued upon exercise of the Original Warrant.

19. Counterparts. This Warrant may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of

this Warrant delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Warrant.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Warrant as of the Issuance Date.

CCA INDUSTRIES, INC.,
a Delaware corporation

By: /s/ Stanley Kreitman
Name: Stanley Kreitman
Title: Chairman of the Board

ACCEPTED AND AGREED:

CAPITAL PRESERVATION SOLUTIONS, LLC,
a Delaware limited liability company

By: /s/ Lance Funston
Name: Lance Funston
Title: Sole Member

FORM OF EXERCISE NOTICE

[May only be executed by the registered holder hereof]

The undersigned hereby exercises the right to purchase _____ shares of common stock, par value \$0.01 per share (“**Common Stock**”), of CCA Industries, Inc., evidenced by the within Warrant Certificate, and tenders herewith payment of the purchase price for such shares in full in the following manner:

_____ The undersigned elects to exercise the Warrant by means of a cash payment in accordance with the provisions of Section 2(b)(i) of the Warrant, and tenders herewith payment in full for the purchase price of the shares being purchased.

_____ The undersigned elects to exercise the Warrant by means of a “cashless” exercise in accordance with the provisions of Section 2(b)(ii) of the Warrant.

_____ The undersigned elects to exercise the attached Warrant by means of both a cash payment and a “cashless” exercise in accordance with the provisions of Section 2(b)(iii) of the Warrant, and tenders herewith payment in full for that portion of the purchase price being paid in cash.

(Name)

(Date) (Signature)