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

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**SCHEDULE 13D**  
(Rule 13-101)

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO  
§ 240.13D-1(A) AND AMENDMENTS THERETO FILED  
PURSUANT TO § 240.13D-2(A)  
(Amendment No.    )\***

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**CCA INDUSTRIES, INC.**  
(Name of Issuer)

**Common Stock, par value \$0.01 per share  
Class A Common Stock, par value \$0.01 per share**  
(Title of Class of Securities)

**124867102**  
(CUSIP Number)

**Capital Preservation Holdings, LLC  
One Belmont Avenue, Suite 602  
Bala Cynwyd, PA 19004  
Attention: Lance T. Funston  
Telephone: (610) 592-0049**  
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**September 5, 2014**  
(Date of Event Which Requires Filing of This Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

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**Note.** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

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\* 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).

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1.	Names of reporting persons  Capital Preservation Holdings, LLC	
2.	Check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC use only	
4.	Source of funds  AF	
5.	Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or place of organization  Delaware	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power
	8.	Shared voting power  1,167,702
	9.	Sole dispositive power
	10.	Shared dispositive power  1,167,702
11.	Aggregate amount beneficially owned by each reporting person  1,167,702	
12.	Check box if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11)  16.7%	
14.	Type of reporting person  OO	

1.	Names of reporting persons  Capital Preservation Solutions, LLC	
2.	Check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC use only	
4.	Source of funds  AF	
5.	Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or place of organization  Delaware	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power
	8.	Shared voting power  1,681,604
	9.	Sole dispositive power
	10.	Shared dispositive power  1,681,604
11.	Aggregate amount beneficially owned by each reporting person  1,681,604	
12.	Check box if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11)  19.4%	
14.	Type of reporting person  OO	

1.	Names of reporting persons  Lance T. Funston	
2.	Check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC use only	
4.	Source of funds  PF	
5.	Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or place of organization  United States	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power  19,958
	8.	Shared voting power  2,849,306
	9.	Sole dispositive power  19,958
	10.	Shared dispositive power  2,849,306
11.	Aggregate amount beneficially owned by each reporting person  2,869,264	
12.	Check box if the aggregate amount in Row (11) excludes certain shares <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11)  33.02%	
14.	Type of reporting person  IN	

The following constitutes the Schedule 13D filed by the undersigned (this "Schedule 13D").

**Item 1. Security and Issuer.**

The classes of equity securities to which this Schedule 13D relates are the common stock, par value \$0.01 per share ("Common Stock"), and the Class A Common Stock, par value \$0.01 per share ("Class A Common Stock" and, together with shares of Common Stock, the "Shares"), of CCA Industries, Inc. (the "Company"). The principal executive offices of the Company are located at 200 Murray Hill Parkway, East Rutherford, New Jersey 07073.

**Item 2. Identity and Background.**

(a) This Schedule 13D is filed by Capital Preservation Holdings, LLC, a Delaware limited liability company ("Capital Preservation Holdings"), Capital Preservation Solutions, LLC, a Delaware limited liability company ("Capital Preservation Solutions") and Lance T. Funston ("Mr. Funston"). Each of the foregoing is referred to as a "Reporting Person" and collectively as the "Reporting Persons."

(b) The principal business address of Capital Preservation Holdings, Capital Preservation Solutions and Mr. Funston is One Belmont Avenue, Suite 602, Bala Cynwyd, Pennsylvania 19004.

(c) Capital Preservation Holdings is a Delaware limited liability company, the principal purpose of which is to hold the Shares. Capital Preservation Solutions is a Delaware limited liability company, the principal purpose of which is to provide a loan to the Company and to hold the Warrant to Purchase Common Shares (the "Warrant"). The principal occupation of Mr. Funston is serving as the Chairman of the Board of Managers of Ultimark Products, LLC, a privately held consumer products company. The principal business address of Ultimark Products, LLC is One Belmont Avenue, Suite 602, Bala Cynwyd, Pennsylvania 19004. Mr. Funston is also the managing member of Capital Preservation Holdings and the sole member of Capital Preservation Solutions.

(d) No Reporting Person has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) No Reporting Person has, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Mr. Funston is a citizen of the United States.

**Item 3. Source and Amount of Funds or Other Consideration.**

On September 5, 2014 (the "Closing Date"), Capital Preservation Holdings entered into a Stock Purchase Agreement (the "Stock Purchase Agreement") with David Edell ("Edell") and Ira Berman ("Berman"), pursuant to which Edell and Berman sold to Capital Preservation Holdings an aggregate of 200,000 shares of Common Stock and 967,702 shares of Class A Common Stock, representing all of the issued and outstanding shares of Class A Common Stock, for an aggregate purchase price of approximately \$4.087 million, which was paid from the private funds of Capital Preservation Holdings.

On the Closing Date, in connection with the term loan of \$1 million (the "Term Loan") and the line of credit facility of up to \$5 million ("the Line of Credit" and, together with the Term Loan, the "Loans") provided by Capital Preservation Solutions to the Company, the Company issued to Capital Preservation Solutions the Warrant, pursuant to which Capital Preservation Solutions has, subject to certain adjustments, the right to purchase from time to time until September 5, 2019 an amount of Common Stock equal to, upon exercise, 24% of the issued and outstanding Shares of the Company as of the date of exercise at a purchase price of \$3.17 per share (which represents the NYSE MKT per share closing price of the Common Stock on the day prior to the Closing). The funds for the Loans were provided by Mr. Funston (see Item 6).

**Item 4. Purpose of Transaction.**

The purpose of the transactions was to provide financing to the Company (see Item 6 which is incorporated herein). As a result of the transactions, the Reporting Persons have engaged in and intend to continue to engage in discussions with management and the Company's Board of Directors (the "Board") concerning the business, operations and future plans of the Company.

Holders of Common Stock and holders of Class A Common Stock are entitled to one vote for each share of stock held, and the voting and other rights of each class are equivalent, except that the holders of the Class A Common Stock have the right to elect four directors to the Board and the holders of Common Stock have the right to elect three directors to the Board. As a result of Capital Preservation Holdings' purchase of the Class A Common Stock and Common Stock from Edell and Berman and the Company's issuance of the Warrant to Capital Preservation Solutions, Capital Preservation Holdings, Capital Preservation Solutions and Mr. Funston may be deemed to control the Company as a result of the ability to elect four of seven directors to the Board and their beneficial ownership of 33.02% (calculated in accordance with Rule 13d-3(d)(1) of the Act) of the Company's voting securities as of September 5, 2014 (the foregoing beneficial ownership percentage includes the shares of Common Stock underlying the Warrant acquired by Capital Preservation Solutions).

On the Closing Date, Edell (a director elected by the holders of the Class A Common Stock (a "Class A Common Stock Director")) and Drew Edell (a director elected by the holders of the Common Stock (a "Common Stock Director")) resigned from their positions as directors on the Board. On the Closing Date in accordance with the Company's Amended and Restated Bylaws, the Board appointed (i) Richard Kornhauser ("Mr. Kornhauser") as a Class A Common Stock Director, (ii) Stephen A. Heit ("Mr. Heit") as a Common Stock Director, and (iii) Josephine Belli as a Common Stock Director, each to serve as a director on the Board until the next annual meeting of the Company's stockholders and until his/her successor is duly elected and qualified or until his/her earlier death, resignation or retirement. On the Closing Date, the Board also appointed Ms. Belli to the Audit Committee and Compensation Committee of the Board, effective immediately. In addition, Mr. Kornhauser and Mr. Heit have a minority interest in Capital Preservation Holdings.

The Reporting Persons expect to evaluate on an ongoing basis the Company's financial condition and prospects and their interest in, and intentions with respect to, the Company and their investment in the securities of the Company, and may propose various strategic transactions or changes to the Company's strategic plan, including, but not limited to, possible transactions involving the Company and one or more affiliates of the Reporting Persons. There are no current plans or proposals relating to any such transactions or changes. Except as disclosed above, none of the Reporting Persons have any other plans or proposals which relate to, or would result in, any of the matters referred to in paragraphs (a) through (j), inclusive, of the instructions to Item 4 of Schedule 13D. The Reporting Persons will continuously evaluate the Company's business and prospects and all other factors deemed relevant in determining whether the Reporting Persons or their affiliates will acquire additional Shares or whether the Reporting Persons will dispose of any Shares, in each case in the open market, in privately negotiated transactions (which may be with the Company or with third parties) or otherwise. As part of their ongoing evaluation of this investment, the Reporting Persons may at any time consider such matters and, subject to applicable federal and state laws, formulate a plan with respect to such matters.

**Item 5. Interest in Securities of the Issuer.**

(a)

(i) Capital Preservation Holdings owns 1,167,702 Shares representing 16.7% of all of the outstanding Shares of the Company.

(ii) Capital Preservation Solutions beneficially owns 1,681,604 shares of Common Stock representing 19.4% of all of the outstanding Shares of the Company calculated in accordance with Rule 13d-3(d)(1) of the Act.

(iii) Mr. Funston, as the managing member of Capital Preservation Holdings and the sole member of Capital Preservation Solutions, may be deemed to beneficially own the 2,849,306 Shares held by them, representing 32.8% of all of the outstanding Shares of the Company calculated in accordance with Rule 13d-3(d)(1) of the Act. Mr. Funston disclaims beneficial ownership of those Shares, except to the extent of his pecuniary interest therein.

(iv) Mr. Funston individually owns 19,958 shares of Common Stock representing 0.2% of all of the outstanding Shares of the Company.

The percentages set forth in this response are based on the 7,006,684 Shares outstanding as of July 15, 2014, as reported by the Company in its Quarterly Report on Form 10-Q for the quarter ended May 31, 2014 as filed with the Securities and Exchange Commission on July 15, 2014.

(b)

Mr. Funston may be deemed to share with Capital Preservation Holdings and Capital Preservation Solutions the power to vote or direct the vote of and to dispose or direct the disposition of 1,167,702 Shares owned by Capital Preservation Holdings and 1,681,604 shares of Common Stock owned by Capital Preservation Solutions reported herein. Mr. Funston, individually, has the sole power to vote or direct the vote of and to dispose or direct the disposition of the 19,958 shares of Common Stock reported herein as individually owned by him.

(c) Except for the Stock Purchase Agreement and the Warrant, to the knowledge of any of the Reporting Persons, no other transactions in the Shares were effected by the Reporting Persons or any of the entities or persons named in Item 2 hereto during the 60 days prior to the date of this Schedule 13D.

(d) Not applicable.

(e) Not applicable.

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

On the Closing Date, the Company entered into the Loan and Security Agreement (the "Loan Agreement") with Capital Preservation Solutions. The Loan Agreement provides for the Loans. The proceeds of the Loans are to be used for general working capital purposes. Pursuant to the Loan Agreement, all outstanding amounts of the Loans bear interest at 6% per annum, payable monthly in arrears. The Loans mature on December 5, 2015. The Loans and all other amounts due and owing under the Loan Agreement and related documents are secured by a first priority perfected security interest in, and lien on, substantially all of the assets of the Company. Amounts available for borrowing under the Line of Credit equal the lesser of the Borrowing Base (as defined below), and \$5 million, in each case, as the same is reduced by the aggregate principal amount outstanding under the Line of Credit. "Borrowing Base" under the Loan Agreement means, generally, the amount equal to (i) 80% of the Company's eligible accounts receivable, plus (ii) 50% of the value of eligible inventory, less (iii) certain reserves.

Pursuant to the Loan Agreement, the Company has the obligation to negotiate in good faith and, as soon as reasonably practicable following the Closing Date, enter into a registration rights agreement with Capital Preservation Solutions and Capital Preservation Holdings providing for customary demand and piggyback registration rights with respect to the Company's capital stock that Capital Preservation Solutions and Capital Preservation Holdings own or have the right to acquire following the Closing Date. The Company's failure to list on the NYSE MKT the shares of Common Stock, which are issuable under the Warrant by October 5, 2014 constitutes an event of default under the Loan Agreement. The Loan Agreement otherwise contains customary events of default. Upon the occurrence of an event of default, Capital Preservation Solutions may elect to declare the entire unpaid principal balance of the Loans to be immediately due and payable, together with interest thereon through the date of payment and all costs incurred by and payable to Capital Preservation Solutions under the Loan Agreement. The Loan Agreement contains customary representations, warranties and covenants on the part of the Company.



On September 5, 2014, in addition to the \$1 million in Term Loan proceeds which the Company received, the Company drew \$600,000 on the Line of Credit. Under the Loan Agreement, the Company is not permitted to make additional draws under the Line of Credit until the Company has listed on the NYSE MKT the Common Stock issuable under the Warrant.

The information regarding the Stock Purchase Agreement and the Warrant set forth in Item 3 is incorporated herein by reference.

**Item 7. Material to be Filed as Exhibits.**

- Exhibit 99.1 Stock Purchase Agreement, dated as of September 5, 2014, by and among Capital Preservation Holdings, LLC, David Edell and Ira Berman.
- Exhibit 99.2 Loan and Security Agreement, dated as of September 5, 2014, by and between CCA Industries, Inc. and Capital Preservation Solutions, LLC (incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on September 11, 2014).
- Exhibit 99.3 Warrant to Purchase Common Stock, dated as of September 5, 2014, by and between CCA Industries, Inc. and Capital Preservation Solutions, LLC (incorporated by reference to Exhibit 10.2 to the Company's Form 8-K filed on September 11, 2014).

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

CAPITAL PRESERVATION HOLDINGS, LLC

By: /s/ Lance T. Funston

Name: Lance T. Funston

Title: Managing Member

CAPITAL PRESERVATION SOLUTIONS, LLC

By: /s/ Lance T. Funston

Name: Lance T. Funston

Title: Sole Member

/s/ Lance T. Funston

LANCE T. FUNSTON

**EXHIBIT INDEX**

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- Exhibit 99.2 Loan and Security Agreement, dated as of September 5, 2014, by and between CCA Industries, Inc. and Capital Preservation Solutions, LLC (incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on September 11, 2014).
- Exhibit 99.3 Warrant to Purchase Common Stock, dated as of September 5, 2014, by and between CCA Industries, Inc. and Capital Preservation Solutions, LLC (incorporated by reference to Exhibit 10.2 to the Company's Form 8-K filed on September 11, 2014).

STOCK PURCHASE AGREEMENT

by and among

CAPITAL PRESERVATION HOLDINGS, LLC, as the Buyer,

and

DAVID EDELL and

IRA BERMAN, as the Sellers

Dated as of September 5, 2014

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## STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of September 5, 2014, by and among Capital Preservation Holdings, LLC, a Delaware limited liability company (the "**Buyer**"), and David Edell ("**Edell**") and Ira Berman ("**Berman**") and, together with Edell, the "**Sellers**" and each, individually, a "**Seller**").

### **BACKGROUND**

A. Each Seller owns the number of shares of Common Stock, par value \$0.01 per share, of CCA Industries, Inc., a Delaware corporation (the "**Company**," and such stock, "**Common Stock**"), and shares of Class A Common Stock, par value \$0.01 per share, of the Company ("**Class A Common Stock**" and, together with Common Stock, "**Company Common Stock**"), in each case set forth next to such Seller's name on **Exhibit A** attached hereto.

B. The Sellers wish to sell to the Buyer, and the Buyer wishes to acquire from the Sellers, the number of shares of Common Stock and Class A Common Stock next to the applicable Seller's name on **Exhibit A**, in each case in the manner contemplated by **Section 1.1** and all upon the terms and subject to the conditions set forth herein.

For good and other valuable consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

### **ARTICLE I AGREEMENT TO SELL AND PURCHASE**

**Section 1.1 Sale and Purchase of Shares.** Subject to the terms and conditions hereof, at the Closing: (a) each Seller hereby sells, conveys, transfers and assigns the (i) shares of Common Stock (the "**Purchased Common Shares**") identified as Purchased Common Shares next to such Seller's name on **Exhibit A** and (ii) shares of Class A Common Stock (the "**Purchased Class A Common Shares**" and, together with the Purchased Common Shares, the "**Purchased Company Shares**") identified as Purchased Class A Common Shares next to such Seller's name on **Exhibit A**, in consideration for the purchase price for the Purchased Company Shares set forth on **Exhibit A** next to such Seller's name, and (b) the Buyer hereby acquires from such Seller the number of Purchased Company Shares next to such Seller's name on **Exhibit A** in consideration for the purchase price as described above.

### **ARTICLE II CLOSING OF SALE AND PURCHASE**

**Section 2.1 Closing.** The closing of the sale and purchase of the Purchased Company Shares pursuant to this Agreement (the "**Closing**") shall take place at the offices of Drinker Biddle & Reath LLP, 105 College Road East, Princeton, New Jersey 08542 on the date of execution and delivery of this Agreement by the parties hereto (such date is hereinafter referred to as the "**Closing Date**").

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**Section 2.2 Closing Deliveries by the Sellers.** At the Closing, subject to the terms and conditions hereof, each Seller shall deliver, or arrange to be delivered, to the Buyer:

(a) stock certificates representing such Seller's Purchased Shares together with fully-executed stock powers;

(b) a resignation letter, duly executed by David Edell and Drew Edell, pursuant to which each such person is resigning from the Board of Directors of the Company; and

(c) Letter Agreements, attached hereto as Exhibit B, duly executed by such Seller and the other parties thereto.

**Section 2.3 Deliveries by the Buyer.** At the Closing, subject to the terms and conditions hereof, the Buyer shall deliver to each Seller the wire transfer of immediately available funds in the amount set forth on **Exhibit A.**

**Section 2.4 Consummation of Transactions.** All acts, deliveries and confirmations comprising the Closing, regardless of chronological sequence, shall be deemed to occur contemporaneously and simultaneously upon the occurrence of the last act, delivery or confirmation of such Closing and none of such acts, deliveries or confirmations shall be effective unless and until the last of the same shall have occurred or shall have been validly waived in accordance herewith.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE SELLERS**

Each Seller hereby represents and warrants to the Buyer, severally as to himself and not jointly with the other Seller, as follows:

**Section 3.1 Requisite Power.** Such Seller has all requisite right, power and authority to execute and deliver this Agreement and any other agreements, documents and instruments to be delivered by such Seller that are contemplated herein or delivered pursuant hereto and to carry out their respective provisions.

**Section 3.2 Authorization; Binding Obligations.** All action on the part of such Seller necessary for the authorization of this Agreement and the performance of all obligations of such Seller hereunder has been taken. This Agreement, when executed and delivered, will be a legal, valid and binding obligation of such Seller enforceable against such Seller in accordance with its terms, except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (ii) general principles of equity that restrict the availability of equitable remedies.

**Section 3.3 Litigation.** There is no claim, action, suit, proceeding or investigation pending or, to such Seller's knowledge, currently threatened against such Seller that questions the validity of this Agreement or the right of such Seller to enter into this Agreement or challenges, or seeks to enjoin, prevent or otherwise delay, the ability of such Seller to consummate the transactions contemplated hereby.

**Section 3.4 Ownership of the Purchased Shares.** Such Seller owns beneficially and of record, and has good and marketable title to, his respective Purchased Company Shares, free and

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clear of any lien, charge, mortgage, pledge, easement, encumbrance, security interest, matrimonial or community interest, tenancy by the entirety claim, adverse claim, or any other title defect or restriction of any kind (collectively, "**Encumbrances**").

**Section 3.5 Finders' Fees.** No agent, broker, investment banker, person or firm, acting on behalf of or under the authority of such Seller is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated hereby.

**Section 3.6 No Conflicts.** The execution, delivery and performance of, and compliance with, this Agreement, does not and will not, with or without the passage of time or giving of notice, violate, be in conflict with or constitute a default under (a) any provision of any mortgage, indenture, contract, agreement, instrument or contract to which such Seller is party or by which he is bound, (b) any judgment, decree, order, writ, injunction, law, statute, rule or regulation of any domestic or foreign government (whether federal, state or local, including any political subdivision, department, instrumentality, commission, board, bureau or agency thereof, and any other regulatory, arbitral or administrative body, each a "**Governmental Entity**") or (c) the laws and regulations of the Securities and Exchange Commission (including, without limitation, the Securities Act of 1933, as amended (including the rules and regulations of the Securities and Exchange Commission promulgated thereunder) and the Securities Exchange Act of 1934, as amended (including the rules and regulations of the Securities and Exchange Commission promulgated thereunder)) or any foreign securities regulatory body, or any Governmental Entity succeeding to any or all of the functions of any of the foregoing, or any national securities exchange, including, without limitation, the New York Stock Exchange) applicable to the Company or such Seller.

**Section 3.7 Acknowledgement.** Such Seller is a sophisticated investor and has made his own independent investigation, review and analysis regarding the Company and the transactions contemplated hereby. Such Seller hereby acknowledges that such Seller (a) has been supplied with, has had access to, and is familiar with all existing information with respect to the Company including financial information, to which a reasonable seller would attach significance in making decisions with respect to the sale of the Purchased Company Shares, and has had the opportunity to ask questions of, and receive answers from, knowledgeable individuals concerning the Company; (b) is not relying on any statement, representation or warranty, oral or written, express or implied, made by the Buyer or any of its affiliates or representatives; and (c) understands that he should consult his own legal and tax advisors regarding the legal and tax implications to him of the transactions contemplated hereby.

**Section 3.8 Full Disclosure.** No representation or warranty by the Sellers in this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

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**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF BUYER**

The Buyer hereby represents and warrants to each Seller as follows:

**Section 4.1 Organization; Requisite Power.** The Buyer is a limited liability company, duly organized and validly existing under the laws of the State of Delaware. The Buyer has all requisite power and authority to execute and deliver this Agreement and any other agreements, documents and instruments to be delivered by the Buyer that are contemplated herein or delivered pursuant hereto and to carry out their respective provisions.

**Section 4.2 Authorization; Binding Obligations.** All limited liability company action on the part of the Buyer necessary for the authorization of this Agreement and the performance of all obligations of the Buyer hereunder has been taken. This Agreement, when executed and delivered, will be legal, valid and binding obligations of the Buyer enforceable against the Buyer in accordance with its terms, except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (ii) general principles of equity that restrict the availability of equitable remedies.

**Section 4.3 No Conflicts; Government Approvals.** The execution, delivery and performance of, and compliance with, this Agreement, will not, with or without the passage of time or giving of notice, violate, be in conflict with or constitute a default under (a) any term of the certificate of formation, limited liability company agreement or other organizational or governing document of the Buyer or (b) any judgment, decree, order, writ, injunction, law, statute, rule or regulation of any Governmental Entity applicable to the Buyer. No authorization, consent or approval of any Governmental Entity (including courts) is required for the execution and delivery by the Buyer of this Agreement or the performance of its obligations hereunder.

**Section 4.4 Litigation.** There is no claim, action, suit, proceeding or investigation pending or, to the Buyer's knowledge, currently threatened against the Buyer that questions the validity of this Agreement or the right of the Buyer to enter into this Agreement or to consummate the transactions contemplated hereby.

**ARTICLE V  
MISCELLANEOUS**

**Section 5.1 Governing Law.** This Agreement shall be construed in accordance with and governed by the domestic laws of the State of Delaware (without giving effect to any conflicts or choice of law provisions that would cause the application of the substantive domestic laws of any other jurisdiction).

**Section 5.2 Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or any breach hereof, shall be settled solely by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction pursuant to this **Section 5.2**. The arbitration proceeding shall be located in Wilmington, Delaware. Within 14 days after the commencement of arbitration, the Buyer, on the one hand, and the Sellers, on the other hand, shall each select one person to act as arbitrator and the two selected shall select a third arbitrator within 10 days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. The arbitrators shall apply the substantive law of the State of Delaware. The award shall include a statement of the factual and legal basis for the decision. Any award of the arbitrators shall be final and binding on the parties to this Agreement and shall be enforceable in any court having jurisdiction over the losing party or its or his assets, to the extent permitted by the law



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of such jurisdiction. The parties to any arbitration hereby expressly submit to the jurisdiction of the courts of the State of Delaware and of the United States of America for the sole purpose of enforcing, modifying or vacating arbitral awards and for disputes that are removed from the arbitration in accordance with the Commercial Arbitration Rules. Each party hereto agrees that any and all proceedings, notices and documents so served shall have been properly served upon such party within the State of Delaware and that such service shall thereby confer personal jurisdiction upon such party.

**Section 5.3 Cumulative Remedies; Failure to Pursue Remedies.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Except where a time period is specified, no delay on the part of any party in the exercise of any right, power, privilege or remedy hereunder shall operate as a waiver thereof, nor shall any exercise or partial exercise of any such right, power, privilege or remedy preclude any further exercise thereof or the exercise of any other right, power, privilege or remedy.

**Section 5.4 Equitable Remedies.** The parties hereto agree that irreparable harm would occur in the event that any of the provisions of this Agreement were not performed fully by the parties hereto in accordance with their specific terms or conditions or were otherwise breached, and that money damages are an inadequate remedy for breach of this Agreement because of the difficulty of ascertaining and quantifying the amount of damage that will be suffered by the parties hereto in the event that this Agreement is not performed in accordance with its terms or conditions or is otherwise breached. It is accordingly hereby acknowledged that, notwithstanding **Section 5.2** hereof, the parties hereto shall be entitled to petition the courts of the State of Delaware or the United States District Court for the District of Delaware for an injunction or injunctions to restrain, enjoin and prevent a failure to perform this Agreement by the other party and to enforce specifically such terms and provisions of this Agreement.

**Section 5.5 Amendment and Waiver.** No provision of this Agreement may be amended, modified or waived except upon the written consent of the Buyer and the Sellers. The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

**Section 5.6 Assignment; Binding Effect.** The rights and obligations set forth herein may not be assigned or delegated by the Sellers, and may be assigned or delegated by the Buyer to any person. This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, legal representatives and permitted assigns.

**Section 5.7 Costs and Expenses.** Except as otherwise expressly provided herein, each party shall bear its own costs and expenses in connection herewith.

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**Section 5.8 Notices.** All demands, notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by facsimile or electronic transmission, commercial (including Federal Express) or U.S. Postal Service overnight delivery service, or deposited with the U.S. Postal Service mailed first class, registered or certified mail, postage prepaid, as follows:

(a) To the Sellers:

Ira Berman  
61 Bryant Avenue, Apt. 316  
Roslyn, NY 11576  
Facsimile: (201) 935-0415

and

David Edell  
791 Emerald Harbor Drive  
Long Boat Key, FL 34228-1609  
Facsimile: (201) 935-0415

(b) To the Buyer:

Capital Preservation Holdings, LLC  
One Belmont Avenue  
Suite 602  
Bala Cynwyd, PA 19004  
Attention: Lance T. Funston  
Facsimile: (610) 592-0049  
Email: lfunston@ultimarkproducts.com

Notices shall be deemed given upon the earlier to occur of (i) receipt by the party to whom such notice is directed; (ii) if sent by facsimile or electronic transmission, the day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which such notice is directed) such notice is sent if sent prior to 5:00 p.m. U.S. Eastern Time, or the day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which such notice is directed) after which such notice is sent if sent after 5:00 p.m. U.S. Eastern Time; (iii) if sent by overnight delivery service, the first business day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which such notice is directed) following the day the same is deposited with the commercial carrier or U.S. Postal Service; or (iv) if sent by first class mail, registered or certified, postage prepaid, the fifth day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which such notice is directed) following the day the same is deposited with the U.S. Postal Service. Each party, by notice duly given in accordance herewith, may specify a different address for the giving of any notice hereunder.

**Section 5.9 Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or application to other persons or circumstances, shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

**Section 5.10 Survival.** The representations and warranties made herein and in the other documents delivered pursuant hereto shall survive the Closing indefinitely. The covenants and agreements made herein shall survive the Closing indefinitely.

**Section 5.11 Construction.** Whenever the context requires, the gender of any word used in this Agreement includes the masculine, feminine or neuter, and the number of any word includes the singular or plural. Unless the context otherwise requires, all references to articles and sections refer to articles and sections of this Agreement.

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**Section 5.12 Headings.** The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

**Section 5.13 Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document, and all counterparts shall be construed together and shall constitute one and the same instrument. A facsimile, PDF or photocopied signature shall be deemed to be the functional equivalent of an original for all purposes.

**Section 5.14 Entire Agreement.** This Agreement and Exhibits hereto, and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement among the parties hereto pertaining to the subject matter hereof and supersede all prior understandings and agreements pertaining thereto, whether oral or written.

**Section 5.15 Further Assurances.** Each party hereto shall, from time to time and without further consideration after the Closing Date, execute such further instruments and take such other actions as any other party hereto shall reasonably request in writing to effectuate the purposes of this Agreement.

**Section 5.16 Voting Agreement.** The Sellers understand that the Company and Ultimark Products, Inc. (“Ultimark”) have engaged in preliminary, non-binding discussions regarding the terms of a possible transaction involving Ultimark (or an affiliate thereof) and the Company (the “Proposed Transaction”). Each Seller, with respect to such Seller’s shares of Common Stock, does hereby constitute and appoint the Buyer, and each nominee of the Buyer, with full power of substitution, as his true and lawful attorney and proxy, for and in his name, place and stead, to vote each of such shares of Common Stock, whether now owned or hereinafter acquired by such Seller or with respect to which such Seller has or hereafter acquires, as his proxy, at every annual, special or adjourned meeting of the stockholders of the Company (including the right to sign his name (as stockholder) to any consent, certificate or other document relating to the Company that may be permitted or required by applicable law) (a) in favor of the approval of the Proposed Transaction and any other transactions or agreements contemplated or entered into pursuant to the Proposed Transaction, (b) against any transaction pursuant to a Proposal (as defined in the Standstill Agreement Letter, dated as of August 25, 2014, between the Company and Capital Preservation Solutions, LLC) by any party other than Ultimark, Buyer or their affiliates or any other action or agreement that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company related to the Proposed Transaction or which could result in any of the conditions to the Company’s obligations related to the Proposed Transaction or any other transaction or agreement contemplated or entered into pursuant to the Proposed Transaction not being fulfilled, and (c) in favor of any other matter relating to the consummation of any agreement or transaction contemplated or entered into pursuant to the Proposed Transaction. Each Seller further agrees to cause the number of shares of Common Stock over which he has voting power, whether now owned or hereinafter acquired by such Seller or with respect to which such Seller has or hereafter acquires voting power, to be voted in accordance with the foregoing. Each Seller shall perform further acts and execute such further documents and instruments as may reasonably be required to vest in the Buyer the power to carry out the provisions of this **Section 5.16**. The obligations of each Seller under this **Section 5.16** shall terminate upon the earlier of (i) the date of termination of negotiations regarding the Proposed Transaction and (ii) the date of termination of any transaction or agreement entered into pursuant to the Proposed Transaction.

*[Signature Page Follows]*

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above stated.

**BUYER:**

**CAPITAL PRESERVATION HOLDINGS, LLC**

By: /s/ Lance T. Funston

Name: Lance T. Funston

Title: Managing Member

**SELLERS:**

/s/ David Edell

**DAVID EDELL**

/s/ Ira Berman

**IRA BERMAN**

*[Signature Page to Stock Purchase Agreement]*

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**Exhibit A**

**Summary of Transfers**

<b><u>Seller</u></b>	<b><u>Class A Common Shares</u></b>	<b><u>Common Shares</u></b>	<b><u>Total</u></b>	<b><u>Purchase Price @\$3.50/share</u></b>
Ira Berman	483,087	100,000	583,087	\$ 2,040,805
David Edell	484,615	100,000	584,615	\$ 2,046,152