

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**

December 7, 2012

Date of Report (Date of earliest event reported)

CCOM Group, Inc.

(Exact name of Registrant as Specified in Charter)

NEW YORK

(State or other Jurisdiction of Incorporation)

1-6663

(Commission File Number)

11-2037182

(IRS Employer Identification No.)

275 WAGARAW ROAD, HAWTHORNE, NEW JERSEY

(Address of Principal Executive Offices)

07506

(Zip Code)

Registrant's Telephone Number, Including Area Code: **973-427-8224**

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

Keybank National Association ("KeyBank"), CCOM Group, Inc. (the "Company") and certain other subsidiaries of the Company entered into a Third Amendment ("Amendment") dated as of December 7, 2012 to the Credit and Security Agreement dated as of October 18, 2011, as amended to date. The Amendment provides, among other things, for KeyBank to make up to \$500,000 in additional loans to the Company on two occasions per year, to match loans in the same aggregate amount that one or more Investor Subordinated Creditors (as defined) elect to make.

On December 10, 2012, Michael Goldman loaned to the Company \$500,000 repayable on March 8, 2013 with interest accruing at 4% per annum. The Company executed a promissory note to Mr. Goldman in the form attached as an exhibit hereto. Michael Goldman is the Chairman of the Board of the Company. Mr. Goldman also entered into a subordination agreement dated as of December 10, 2012 in favor of KeyBank.

The Company disclosed on its Form 8-K filed with the Securities Exchange Commission on October 30, 2012 (the "Prior 8-K") that the Company executed unsecured promissory notes to investors ("Investors") in respect of the borrowings described in the Prior 8-K. The Investors entered into subordination agreements dated as of November 29, 2012 in favor of KeyBank.

References in this report to the Amendment, the promissory note and the subordination agreements are qualified in their entirety by the full text of the Amendment, the promissory note and the subordination agreements, copies of which are attached as exhibits to this report. The exhibits are incorporated into this Item 1.01 by reference.

ITEM 2.03 CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT

The information set forth in Item 1.01 is incorporated herein by reference.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

Exhibit No.	Description
10.01	Credit and Security Agreement dated October 18, 2011 by and among CCOM Group, Inc. (formerly, Colonial Commercial Corp.), Universal Supply Group, Inc., The RAL Supply Group, Inc. S&A Supply, Inc. and KeyBank National Association ("Credit Security Agreement"); incorporated herein by reference from Exhibit 10.01 to the Company's Form 8-K filed on October 19, 2011.
10.02	First Amendment to the Credit Security Agreement, dated as of May 17, 2012; incorporated herein by reference from Exhibit 10.02 to the Company's Form 8-K filed on May 23, 2012.
10.03	Form of Second Amendment to the Credit Security Agreement, dated as of October 24, 2012; incorporated herein by reference from Exhibit 10.03 to the Company's Form 8-K filed on October 30, 2012.

10.04	Form of Third Amendment to the Credit Security Agreement, dated as of December 7, 2012, filed herewith.
10.05	Form of Subordination Agreement dated November 29, 2012 by and between CCOM Group, Inc., KeyBank National Association and Rita Folger, filed herewith.
10.06	Form of Subordination Agreement dated November 29, 2012 by and between CCOM Group, Inc., KeyBank National Association and Goldman Associates of New York, Inc., filed herewith.
10.07	Form of Subordination Agreement dated November 29, 2012 by and between CCOM Group, Inc., KeyBank National Association and John A. Hildebrandt, filed herewith.
10.08	Form of Subordination Agreement dated November 29, 2012 by and between CCOM Group, Inc., KeyBank National Association and Paul H. Hildebrandt, filed herewith.
10.09	Form of Subordination Agreement dated November 29, 2012 by and between CCOM Group, Inc., KeyBank National Association and William Pagano, filed herewith.
10.10	Form of Promissory Note dated December 10, 2012 between CCOM Group, Inc. and Michael Goldman, filed herewith.
10.11	Form of Subordination Agreement dated December 10, 2012 by and between CCOM Group, Inc., KeyBank National Association and Michael Goldman, filed herewith.

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 hereunto duly authorized.

CCOM GROUP, INC.
(Registrant)

Date: December 13, 2012

/s/ William Salek
William Salek
Chief Financial Officer

INDEX TO EXHIBITS

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THIRD AMENDMENT AGREEMENT

This THIRD AMENDMENT AGREEMENT (this "Amendment") is made as of the 7th day of December, 2012, among:

- (a) CCOM GROUP, INC., a New York corporation, formerly known as Colonial Commercial Corp. ("CCOM");
- (b) UNIVERSAL SUPPLY GROUP, INC., a New York corporation ("Universal");
- (c) THE RAL SUPPLY GROUP, INC., a New York corporation ("RAL");
- (d) S&A SUPPLY, INC., a New York corporation ("S&A" and, together with CCOM, Universal and RAL, collectively, "Borrowers" and, individually, each a "Borrower"); and
- (e) KEYBANK NATIONAL ASSOCIATION, a national banking association ("Lender").

WHEREAS, Borrowers and Lender are parties to that certain Credit and Security Agreement, dated as of October 18, 2011, that provides, among other things, for loans and letters of credit aggregating Fifteen Million Dollars (\$15,000,000), all upon certain terms and conditions (as amended and as the same may from time to time be further amended, restated or otherwise modified, the "Credit Agreement");

WHEREAS, pursuant to that certain Certificate of Amendment of the Certificate of Incorporation of Colonial Commercial Corp., filed with the New York Secretary of State on July 23, 2012, Colonial Commercial Corp. was renamed CCOM Group, Inc.;

WHEREAS, Borrowers and Lender desire to amend the Credit Agreement to modify certain provisions thereof and add certain provisions thereto;

WHEREAS, each capitalized term used herein and defined in the Credit Agreement, but not otherwise defined herein, shall have the meaning given such term in the Credit Agreement; and

WHEREAS, unless otherwise specifically provided herein, the provisions of the Credit Agreement revised herein are amended effective as of the date of this Amendment;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrowers and Lender agree as follows:

1. Amendment to Definitions in the Credit Agreement. Section 1.1 of the Credit Agreement is hereby amended to delete the definitions of "Borrowing Base", "Consolidated Fixed Charges", "Temporary Increase Amount" and "Temporary Increase Period" therefrom and to insert in place thereof, respectively, the following:

“Borrowing Base” means an amount equal to the total of the following:

- (a) up to eighty-five percent (85%) of the aggregate amount due and owing on Eligible Accounts Receivable of Borrowers; plus
- (b) the lesser of (i) up to fifty-five percent (55%) of the aggregate of the cost or market value (whichever is lower), as determined on a first-in first-out basis in accordance with GAAP, of the Eligible Inventory of Borrowers, or (ii) Six Million Five Hundred Thousand Dollars (\$6,500,000); plus
- (c) during any Temporary Increase Period, the Temporary Increase Amount in effect during such period; minus
- (d) Reserves, if any;

provided that, anything herein to the contrary notwithstanding, Lender shall at all times have the right to modify or reduce such percentages or dollar amount caps or other components of the Borrowing Base from time to time, in its reasonable credit judgment.

“Consolidated Fixed Charges” means, for any period, as determined on a Consolidated basis, the aggregate, without duplication, of (a) Consolidated Interest Expense, and (b) principal payments on Consolidated Funded Indebtedness (other than (i) optional prepayments of the Revolving Loans, (ii) payments made with respect to the Investor Subordinated Creditor Short-Term Subordinated Indebtedness, and (iii) the one-time payment-in-full of the Indebtedness owing under the Goodman Note pursuant to Section 5.15(b)).

“Temporary Increase Amount” means, with respect to any Temporary Increase Period, an amount, as requested by Borrowers and as agreed to by Lender in writing, not to exceed Five Hundred Thousand Dollars (\$500,000).

“Temporary Increase Period” means each period commencing on a Temporary Increase Effective Date and ending on the Temporary Increase Termination Date with respect thereto; provided that no more than two separate Temporary Increase Periods shall exist during any twelve (12) month period, unless otherwise agreed to in writing by Lender, in its sole and absolute discretion.

2. Deletion of Definition in the Credit Agreement. Section 1.1 of the Credit Agreement is hereby amended to delete the definition of “Goldman Associates Short-Term Subordinated Indebtedness” therefrom.

3. Additions to Definitions in the Credit Agreement. Section 1.1 of the Credit Agreement is hereby amended to add the following new definitions thereto:

“Approved Electronic Communication System” means the StuckyNet System or any other equivalent electronic service, whether owned, operated or hosted by Lender, any affiliate of Lender or any other Person.

“Investor Subordinated Creditor Short-Term Subordinated Indebtedness” means unsecured Subordinated Indebtedness from time to time owing by one or more Borrowers to one or more Investor Subordinated Creditors (other than Indebtedness owing to an Investor Subordinated Creditor permitted pursuant to Section 5.8(h) hereof), so long as (a) each advance made with respect thereto (i) if not incurred in connection with a Temporary Increase Period, has a maturity date of no more than ninety (90) days after the date of such advance, and (ii) if incurred in connection with a Temporary Increase Period, has a maturity date of no less than two Business Days after, and no more than five Business Days after, the Temporary Increase Termination date with respect thereto, (b) such Subordinated Indebtedness is subject to a Subordination Agreement prepared by and acceptable to Lender, (c) Administrative Borrower shall have provided notice to Lender prior to, or contemporaneously with, the incurrence of all such Investor Subordinated Creditor Short-Term Subordinated Indebtedness, and (d) such Subordinated Indebtedness is created pursuant to documentation in form and substance satisfactory to Lender.

“StuckyNet System” means the StuckyNet-Link internet-based communication system utilized by Lender.

“Temporary Increase Conditions” means each of the following: (a) no Default or Event of Default shall then exist; (b) Borrowers shall have notified Lender in writing that Borrowers are requesting a Temporary Increase Period, which notice shall state the requested Temporary Increase Effective Date and Temporary Increase Amount with respect thereto; and (c) Borrowers shall have delivered to Lender an officers’ certificate certifying that, as of the date of such request for a Temporary Increase Period, the aggregate principal amount of the Investor Subordinated Creditor Short-Term Subordinated Indebtedness is equal to the Temporary Increase Amount requested by Borrowers for such period.

“Temporary Increase Effective Date” means the date on which Lender shall have notified Borrowers in writing that the Temporary Increase Conditions have been met to the reasonable satisfaction of Lender (For clarification, Lender will provide such notice upon the satisfaction of the Temporary Increase Conditions).

“Temporary Increase Termination Date” means, after a Temporary Increase Effective Date, the earlier of (a) ninety (90) consecutive days after such date, and (b) such earlier date as requested by Borrowers in writing.

4. Amendment to Commitment and Other Fees Provisions. Section 2.8 of the Credit Agreement is hereby amended to delete subsection (h) therefrom and to insert in place thereof the following:

(h) Temporary Increase Fee. Borrowers shall pay to Lender, as consideration for a Temporary Increase Period, a temporary increase fee from the Temporary Increase Effective Date with respect to such Temporary Increase Period to and including the last day of such Temporary Increase Period, payable monthly, at a rate per annum equal to one hundred (100) basis points multiplied by the Temporary Increase Amount as in effect during such Temporary Increase Period. The temporary increase fee shall be payable in arrears, on the first day of the calendar month immediately following the Temporary Increase Effective Date and continuing on each Regularly Scheduled Payment Date thereafter during such Temporary Increase Period and on the last day of such Temporary Increase Period.

5. Additions to Financial Statements and Information Covenant Provisions. Section 5.3 of the Credit Agreement is hereby amended to add the following new subsection (n) at the end thereof:

(n) Delivery Through Approved Electronic Communication System. Unless otherwise required by Lender, all documents and other information required to be provided to Lender pursuant to Section 5.3(a) (Borrowing Base Certificate), Section 5.3(e) (Accounts Receivable Aging Report), Section 5.3(f) (Inventory Report), Section 5.3(g) (Accounts Payable Aging Report) and Section 5.3(h) (Equipment Report), shall be delivered to Lender through the Approved Electronic Communication System.

6. Amendment to Permitted Borrowing Covenant Provisions. Section 5.8 of the Credit Agreement is hereby amended to delete subsections (g) and (h) therefrom and to insert in place thereof, respectively, the following:

(g) Investor Subordinated Creditor Short-Term Subordinated Indebtedness owing to any Investor Subordinated Creditor, in an aggregate principal amount not to exceed Five Hundred Thousand Dollars (\$500,000) at any time outstanding;

(h) (i) unsecured Subordinated Indebtedness owing to the Investor Subordinated Creditors (other than Goldman Associates and/or Michael Goldman and excluding any Investor Subordinated Creditor Short-Term Subordinated Indebtedness), in an aggregate principal amount not to exceed Eight Hundred Seventy Thousand Dollars (\$870,000), (ii) unsecured Subordinated Indebtedness owing to Goldman Associates and/or Michael Goldman, in an aggregate principal amount (excluding any Investor Subordinated Creditor Short-Term Subordinated Indebtedness owing to Goldman Associates) not to exceed Five Hundred Twenty-One Thousand Thirty-Three Dollars (\$521,033), and (iii) secured Subordinated Indebtedness owing to Goldman Associates not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000); so long as, in each case, such Subordinated Indebtedness is subject to a Subordination Agreement prepared by and acceptable to Lender; and

7. Amendment to Restricted Payments Covenant Provisions. Section 5.15 of the Credit Agreement is hereby amended to delete subsection (a) therefrom and insert in place thereof the following:

(a) so long as no Default or Event of Default shall, at the time such payment is made, then exist or, after giving pro forma effect to such payment, immediately thereafter shall begin to exist, Borrowers may make regularly scheduled payments of principal and interest with respect to the Subordinated Indebtedness (including, without limitation, the Investor Subordinated Creditor Short-Term Subordinated Indebtedness) owing to the Investor Subordinated Creditors; provided that no such payments shall be made with respect to the Investor Subordinated Creditor Short-Term Subordinated Indebtedness until two Business Days after the termination of a Temporary Increase Period.

8. Amendment to Notices Provisions. Article X of the Credit Agreement is hereby amended to delete Section 10.3 therefrom and to insert in place thereof the following:

Section 10.3. Notices. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to a Borrower, mailed or delivered to it, addressed to it at the address specified on the signature pages of this Agreement, or, except as otherwise specifically provided in Section 5.3(n) hereof, if to Lender, mailed or delivered to it, addressed to Lender at 127 Public Square, 1300 Key Center, Cleveland, Ohio 44114-1306, or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered (if received during a Business Day, such Business Day, or otherwise the following Business Day), or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt. All notices pursuant to any of the provisions hereof shall not be effective until received. For purposes of Article II hereof, Lender shall be entitled to rely on telephonic instructions from any person that Lender in good faith believes is an Authorized Officer, and Borrowers shall hold Lender harmless from any loss, cost or expense resulting from any such reliance.

9. Addition to Miscellaneous Provisions. Article X of the Credit Agreement is amended to add the following new Section 10.15 at the end thereof:

Section 10.15. Approved Electronic Communication System.

(a) Unless otherwise specifically identified therein, each posting to an Approved Electronic Communication System shall be deemed to be a representation and warranty by Borrowers, and the Financial Officer submitting the information to the Approved Electronic Communication System, as of the date of such posting, of the accuracy of the information provided with respect thereto, and that each of the representations and warranties contained in this Agreement and the other Loan Documents are true and correct as if made on and as of the date of such posting.

(b) Although the Approved Electronic Communication System is secured with generally-applicable security procedures and policies implemented or modified from time to time, Borrowers and each other Credit Party acknowledge and agree that the distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution. In consideration for the convenience and other benefits afforded by such distribution and for the other consideration provided hereunder, the receipt and sufficiency of which is hereby acknowledged, Borrowers and each other Credit Party hereby approves of the use of the Approved Electronic Communication System and understands and assumes the risks of using such forms of communication.

(c) The Approved Electronic Communication System is provided “as is” and “as available”. Neither Lender nor any of Lender’s affiliates, officers, directors, attorneys, agents or employees warrant the accuracy, adequacy or completeness of the Approved Electronic Communication System and each expressly disclaims any liability for errors or omissions in the Approved Electronic Communication System. No warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects, is made by Lender (or any of Lender’s affiliates, officers, directors, attorneys, agents or employees) in connection with the Approved Electronic Communication System.

(d) Borrowers and each other Credit Party agrees that Lender may, but shall not be obligated to, store information provided through the Approved Electronic Communication System in accordance with Lender’s generally-applicable document retention procedures and policies in effect from time to time.

10. Closing Deliveries. Concurrently with the execution of this Amendment, Borrowers shall:

- (a) pay an amendment fee to Lender in the amount of Two Thousand Five Hundred Dollars (\$2,500); and
- (b) pay all legal fees and expenses of Lender in connection with this Amendment.

11. Representations and Warranties. Borrowers hereby represent and warrant to Lender that (a) Borrowers have the legal power and authority to execute and deliver this Amendment; (b) the officers executing this Amendment have been duly authorized to execute and deliver the same and bind Borrowers with respect to the provisions hereof; (c) the execution and delivery hereof by Borrowers and the performance and observance by Borrowers of the provisions hereof do not violate or conflict with the Organizational Documents of Borrowers or any law applicable to Borrowers or result in a breach of any provision of or constitute a default under any other agreement, instrument or document binding upon or enforceable against Borrowers; (d) no Default or Event of Default exists, nor will any occur immediately after the execution and delivery of this Amendment or by the performance or observance of any provision hereof; (e) each of the representations and warranties contained in the Loan Documents is true and correct in all material respects as of the date hereof as if made on the date hereof, except to the extent that any such representation or warranty expressly states that it relates to an earlier date (in which case such representation or warranty is true and correct in all material respects as of such earlier date); (f) Borrowers are not aware of any claim or offset against, or defense or counterclaim to, Borrowers’ obligations or liabilities under the Credit Agreement or any other Related Writing; and (g) this Amendment constitutes a valid and binding obligation of Borrowers in every respect, enforceable in accordance with its terms.

12. Waiver and Release. Borrowers, by signing below, hereby waive and release Lender, and its directors, officers, employees, attorneys, affiliates and subsidiaries, from any and all claims, offsets, defenses and counterclaims, such waiver and release being with full knowledge and understanding of the circumstances and effect thereof and after having consulted legal counsel with respect thereto.

13. References to Credit Agreement and Ratification. Each reference to the Credit Agreement that is made in the Credit Agreement or any other Related Writing shall hereafter be construed as a reference to the Credit Agreement as amended hereby. Except as otherwise specifically provided herein, all terms and provisions of the Credit Agreement are confirmed and ratified and shall remain in full force and effect and be unaffected hereby. This Amendment is a Loan Document.

14. Counterparts. This Amendment may be executed in any number of counterparts, by different parties hereto in separate counterparts and by facsimile or other electronic signature, each of which, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

15. Headings. The headings, captions and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

16. Severability. Any provision of this Amendment that shall be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

17. Governing Law. The rights and obligations of all parties hereto shall be governed by the laws of the State of New York, without regard to principles of conflicts of laws.

[Remainder of page intentionally left blank.]

JURY TRIAL WAIVER BORROWERS AND LENDER, TO THE EXTENT PERMITTED BY LAW, EACH HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG BORROWERS AND LENDER, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AMENDMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first set forth above.

CCOM GROUP, INC.

By: _____
William Pagano
Chief Executive Officer

UNIVERSAL SUPPLY GROUP, INC.

By: _____
William Pagano
President

THE RAL SUPPLY GROUP, INC.

By: _____
William Pagano
Executive Vice President

S&A SUPPLY, INC.

By: _____
William Pagano
President

KEYBANK NATIONAL ASSOCIATION

By: _____
Nadine M. Eames
Vice President

Signature Page to
Third Amendment Agreement

SUBORDINATION AGREEMENT

This SUBORDINATION AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made and entered into, as of November __, 2012, by and among CCOM GROUP, INC., a New York corporation ("Debtor"), RITA FOLGER, an individual (the "Subordinated Creditor"), and KEYBANK NATIONAL ASSOCIATION, a national banking association ("Lender").

WHEREAS, Debtor is indebted to the Subordinated Creditor pursuant to a certain Convertible Note dated July 29, 2004 in the original principal amount of One Hundred Thousand Dollars (\$100,000), with an outstanding principal balance on the date hereof of One Hundred Thousand Dollars (\$100,000) (as amended and as the same may from time to time be further amended, restated or otherwise modified or replaced, the "Subordinated Convertible Note"), that certain Promissory Note dated August 20, 2009 in the original principal amount of One Hundred Thousand Dollars (\$100,000), with an outstanding principal balance on the date hereof of Fourteen Thousand One Hundred Forty-Four and 41/100 Dollars (\$14,144.41) (as the same may from time to time be amended, restated or otherwise modified or replaced, the "Subordinated Promissory Note #1"), and that certain Promissory Note dated October 24, 2012 in the original principal amount of One Hundred Thousand Dollars (\$100,000), with an outstanding principal balance on the date hereof of One Hundred Thousand Dollars (\$100,000) (as the same may from time to time be amended, restated or otherwise modified or replaced, the "Subordinated Promissory Note #2" and, together with the Subordinated Convertible Note and the Subordinated Promissory Note #1, collectively, the "Subordinated Notes");

WHEREAS, Lender has provided financial accommodations to Debtor pursuant to the Credit and Security Agreement by and among Debtor, Universal Supply Group, Inc., a New York corporation, The RAL Supply Group, Inc., a New York corporation, and S&A Supply, Inc., a New York corporation (together with their respective successors and assigns, collectively, "Borrowers" and, individually, each a "Borrower") and Lender, dated as of the 18th day of October, 2011, (as amended and as the same may from time to time be further amended, restated or otherwise modified or replaced, the "Credit Agreement");

WHEREAS, in order to induce Lender to continue to provide the financial accommodations established pursuant to the Credit Agreement, the Subordinated Creditor desires to and does hereby subordinate, in accordance with the provisions of this Agreement, the indebtedness and other obligations evidenced by the Subordinated Notes, and all other indebtedness owing from Debtor to the Subordinated Creditor, to any and all indebtedness now or hereafter owing by Debtor to Lender in accordance with the provisions of this Agreement; and

WHEREAS, this Agreement replaces that certain Subordination Agreement, dated as of October 18, 2011, by and among Debtor, the Subordinated Creditor and Lender (the "Original Subordination Agreement") in its entirety and, upon effectiveness of this Agreement, the terms and provisions of the Original Subordination Agreement shall be superseded hereby;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

“Default” means that term as defined in Section 4 hereof.

“Distributions” means that term as defined in Section 9(a)(ii) hereof.

“Proceeding” means that term as defined in Section 9(a)(i) hereof.

“Refinancing” means that term as defined in Section 19 hereof.

“Refinancing Party” means that term as defined in Section 19 hereof.

“Senior Indebtedness” means, collectively, all indebtedness and other obligations of one or more Borrowers and any of their respective affiliates to Lender, or any affiliate thereof, pursuant to the Credit Agreement and any cash management or interest rate protection arrangement with Lender, in each case, whether owing by only one Borrower or by one or more Borrowers with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by quasi-contract, or statute or other operation of law, whether incurred directly to Lender (or any affiliate of Lender) or acquired by Lender (or any affiliate of Lender) by purchase, pledge or otherwise and whether participated to or from Lender (or any affiliate of Lender) in whole or in part, including, without limitation, the loans, letters of credit and other financial accommodations granted to one or more Borrowers pursuant to the Credit Agreement, and any extensions, renewals, modifications, and amendments thereof, all accrued interest thereon, and every other liability, now or hereafter owing to Lender (or any affiliate of Lender) by any Borrower or any of their affiliates.

“Subordinated Creditor’s Conversion Right” means that term as defined in Section 4 hereof.

“Subordinated Debt Documents” means the Subordinated Notes and any additional promissory notes that may, from time to time, be entered into by Debtor and owing to the Subordinated Creditor, and any other document executed in connection therewith.

“Subordinated Indebtedness” means, collectively, all indebtedness and other obligations evidenced by the Subordinated Debt Documents and any other indebtedness or other obligations now owing, or that hereafter may become owing, from Debtor or any of its affiliates, to the Subordinated Creditor, howsoever such indebtedness and other obligations may be hereafter created, extended, renewed or evidenced.

2. Subordination of Subordinated Payments. Except as set forth herein, the Subordinated Indebtedness shall at all times and in all respects be subordinate and junior in right of payment to all Senior Indebtedness.

3. Restrictions on Subordinated Payments. Until the Senior Indebtedness shall have been indefeasibly paid in full, no payments of principal or interest, or any other amount payable in connection therewith, shall be made on or with respect to the Subordinated Indebtedness, except as permitted in Section 4 of this Agreement. In addition, until the Senior Indebtedness shall have been indefeasibly paid in full, the Subordinated Indebtedness shall be subject to the following restrictions:

(a) The Subordinated Creditor shall not ask for, demand, sue for, accept or receive payment from Debtor or any other person or entity (except as permitted in Section 4 hereof), by set-off or in any other manner, either in whole or in part, on or with respect to, the Subordinated Indebtedness, or any security therefor, without obtaining the prior written consent of Lender;

(b) In the event of (i) any distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of Debtor or the proceeds thereof, to creditors of Debtor by reason of the liquidation, dissolution or other winding up of the business of Debtor, or (ii) any sale, receivership, insolvency or bankruptcy proceeding, or assignment for the benefit of creditors, or any proceeding by or against Debtor for any relief under any bankruptcy or insolvency laws relating to the relief of debtors, readjustment of indebtedness, reorganization, compositions or extensions, the Subordinated Creditor covenants that any payment or distribution of any kind or character, either in cash, securities or other property that shall be paid or delivered, or payable or deliverable, upon or with respect to the Subordinated Indebtedness immediately shall be paid or delivered directly to Lender for application on the Senior Indebtedness, whether or not due, until the Senior Indebtedness first shall have been fully paid and satisfied; and

(c) So long as any portion of the Senior Indebtedness remains outstanding, the Subordinated Creditor shall not enforce any judgment that it might obtain with respect to the Subordinated Indebtedness (including, without limitation, execution, attachment or foreclosure of judgment liens against any assets of Debtor or any affiliate of Debtor or any other person or entity) without obtaining the prior written consent of Lender, regardless of whether Debtor is in default of any of its obligations to the Subordinated Creditor under the Subordinated Indebtedness.

4. Permitted Payments. Notwithstanding the provisions hereof, (a) Debtor may make, and the Subordinated Creditor may receive from Debtor, regularly scheduled payments of principal and interest to the Subordinated Creditor under the Subordinated Debt Documents, so long as (i) the Subordinated Creditor is not in breach or violation of this Agreement, and (ii) no event of default, or event with which the passage of time or the giving of notice, or both, would constitute an event of default (collectively, a "Default") shall, at the time such payment is made, then exist under the Credit Agreement or any loan document executed in connection therewith, or, after giving pro forma effect to such payment, immediately thereafter shall begin to exist; and (b) the Subordinated Indebtedness may be converted into stock in accordance with the terms of the Subordinated Convertible Note as in effect on the date hereof ("Subordinated Creditor's Conversion Right"). Anything in this Section 4 to the contrary notwithstanding, in the event that Lender notifies the Subordinated Creditor of such breach or violation of this Agreement or that a Default has occurred or will occur under the Credit Agreement, then the Subordinated Creditor may not receive any further payments on the Subordinated Debt Documents unless and until Lender notifies Debtor and the Subordinated Creditor that a payment may be made (provided that this shall not affect Subordinated Creditor's Conversion Right). In the event that the Subordinated Creditor receives any such payment that is not otherwise permitted under this Section 4, the provisions of Section 6 hereof shall apply.

5. Appointment of Power of Attorney. The Subordinated Creditor hereby irrevocably authorizes, appoints, and empowers Lender to (if the Subordinated Creditor refuses to do so within two business days after request of Lender) demand, sue for, collect, and receive every such payment or distribution (other than pursuant to Subordinated Creditor's Conversion Right) and give acquittance therefor and to file claims and take such other proceedings, in Lender's own name or in the name of and as attorney-in-fact for the Subordinated Creditor, as Lender may deem necessary or advisable for the enforcement of this Agreement; and the Subordinated Creditor shall execute and deliver to Lender such powers of attorney, assignments, or other instruments as may be requested by Lender to enable Lender to enforce any and all claims upon or with respect to the Subordinated Indebtedness and any security therefor and to collect and receive all payments or distributions that may be payable or deliverable at any time upon or with respect to the Subordinated Indebtedness.

6. Delivery of Payments to Lender. Except for the payments permitted pursuant to Section 4 of this Agreement, if any payment, distribution, security (other than pursuant to Subordinated Creditor's Conversion Right) or proceeds thereof is received by the Subordinated Creditor upon or with respect to any indebtedness of Debtor to the Subordinated Creditor (including the Subordinated Indebtedness) prior to the satisfaction in full of the Senior Indebtedness by each Borrower, the Subordinated Creditor shall receive and hold such payment, distribution, security or proceeds in trust for Lender and immediately shall deliver the same to Lender in precisely the form received (except for the endorsement or assignment of the Subordinated Creditor where necessary), for application to the Senior Indebtedness, whether or not due, and until so delivered the same shall be held in trust by the Subordinated Creditor as property of Lender. In the event of the failure of the Subordinated Creditor to make any such endorsement or assignment, Lender, or any of its officers or employees, hereby irrevocably is constituted and appointed attorney-in-fact of the Subordinated Creditor with full power to make the same.

7. Assignment of Claims. The Subordinated Creditor shall not assign or transfer any claim, or suffer or permit the creation or attachment of any lien, claim, encumbrance, hypothecation or pledge upon any claim, that the Subordinated Creditor has or may have against Debtor, or with respect to the Subordinated Indebtedness, while any portion of the Senior Indebtedness remains unpaid, unless such assignment or transfer is made (a) expressly subject to this Agreement, and (b) upon obtaining Lender's prior written consent to such an assignment or transfer.

8. No Challenge to Senior Indebtedness or Liens. The Subordinated Creditor agrees that it will not at any time contest the validity, perfection, priority or enforceability of the Senior Indebtedness, the Credit Agreement or any security or other document executed in connection therewith, or in connection with any Refinancing, as hereinafter defined, or the liens and security interests of Lender or any Refinancing Party, as hereinafter defined, in the collateral securing the Senior Indebtedness.

9. Proceedings and Distributions.

(a) For the purposes of this Section 9, the following terms shall have the following meanings:

(i) “Proceeding” means any assignment by Debtor for the benefit of creditors, or any filing of a voluntary petition by or involuntary petition against Debtor pursuant to any chapter of the federal bankruptcy code, or any institution of a voluntary proceeding by or involuntary proceeding against Debtor under any other federal or state law relating to relief of debtors, or any appointment of a receiver, trustee or liquidator of Debtor or of all or a substantial part of its assets, or any liquidation or dissolution of Debtor, or any other marshaling of the assets and liabilities of Debtor; and

(ii) “Distributions” means, collectively, all cash securities and other properties payable or otherwise distributable on or in respect of the Subordinated Indebtedness in any Proceeding;

(b) In any Proceeding, Lender shall have the right, but not the duty, to prepare and file a proof of claim based upon the Subordinated Indebtedness and to vote and otherwise enforce and use the same in such manner as Lender shall deem advisable; provided that, if Lender fails to file such proof of claim on or before the fifth day next preceding the last day permitted for such filing, the Subordinated Creditor shall give Lender written notice of such failure and thereupon file a proof of claim, based on the Subordinated Indebtedness and giving effect to this Agreement. In each such Proceeding, the Subordinated Creditor shall, at no cost or expense to Lender, furnish such witnesses and such supporting records and other data, execute and deliver such writings, and make and do all such other and further acts and things as Lender may request; and

(c) Lender shall be entitled to receive Distributions in respect of the Subordinated Indebtedness until the Senior Indebtedness has been paid in full (including, but not limited to, all interest accruing from time to time on the Senior Indebtedness after the commencement of any Proceeding, whether or not a claim for such interest is allowable under such Proceeding). All Distributions (other than cash and bearer instruments) shall be issued in Lender’s name, and all Distributions, whatever the form thereof, shall be delivered directly to Lender. No one delivering any Distributions to Lender shall have any responsibility to follow Lender’s application thereof. If, for any reason, the Subordinated Creditor shall receive any payment of or security for or Distribution in respect of the Subordinated Indebtedness, or any part thereof, before payment in full of the Senior Indebtedness (including, but not limited to, all interest accruing from time to time on the Senior Indebtedness after the commencement of any Proceeding, whether or not a claim for such interest is allowable under such Proceeding), the Subordinated Creditor shall receive the same in trust and shall deliver the same, in the form received, directly to Lender. The Subordinated Creditor shall execute and deliver such endorsements, assignments, transfer powers and other writings in respect of the foregoing as Lender may from time to time demand, and Lender shall have the right to execute and deliver the same for and on behalf of the Subordinated Creditor and in the name of the Subordinated Creditor whenever the Subordinated Creditor omits doing so.

10. Legend. The Subordinated Notes, and any other instrument evidencing any of the Subordinated Indebtedness, or any portion thereof, shall bear the following legend (or other similar language reasonably satisfactory to Lender) on the first page thereof: "THE INDEBTEDNESS EVIDENCED BY THIS NOTE IS SUBORDINATE TO THE INDEBTEDNESS OF THE MAKER (OR ANY SUCCESSOR THERETO) TO KEYBANK NATIONAL ASSOCIATION AND ITS SUCCESSORS AND ASSIGNS PURSUANT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED NOVEMBER __, 2012, AS SUCH AGREEMENT MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED (OR ANY SUCCESSOR AGREEMENT WHICH REPLACES AND REFERENCES SUCH AGREEMENT)."

11. Representation of the Subordinated Creditor: Amendment of Subordinated Debt Documents. The Subordinated Creditor represents and warrants to Lender that, as of the date hereof, the entire indebtedness of Debtor to the Subordinated Creditor is evidenced by the Subordinated Debt Documents. Copies of all of the Subordinated Debt Documents have been delivered to Lender and a copy of the Subordinated Convertible Note is attached hereto as Exhibit A, a copy of the Subordinated Promissory Note #1 is attached hereto as Exhibit B and a copy of the Subordinated Promissory Note #2 is attached hereto as Exhibit C. None of the Subordinated Debt Documents may be amended or modified in any respect without the prior written consent of Lender (which consent shall not be unreasonably withheld).

12. Additional Agreements with Lender. At any time, and from time to time, Lender may enter into any agreements with one or more Borrowers as Lender may deem proper, including extending the time of payment or renewing, increasing the amount, or otherwise altering the terms of the Credit Agreement or any document executed in connection therewith or affecting the security or guaranties, if any, underlying any or all of such obligations, or may exchange, sell, or surrender or otherwise deal with any such security or guaranties, or may release any balance of funds of one or more Borrowers, with Lender, without notice to the Subordinated Creditor, and without in any way impairing or affecting this Agreement thereby.

13. Reliance by Lender on the Subordinated Creditor. The Subordinated Creditor hereby consents and covenants that all obligations and liabilities of each Borrower to Lender shall be deemed to have been made or incurred, in part, in reliance upon this Agreement.

14. Waiver of Lender's Rights. No waiver shall be deemed to be made by Lender of any of its rights hereunder unless the same shall be in writing signed on behalf of Lender. Each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of Lender or the obligations of the Subordinated Creditor to Lender in any other respect at any other time.

15. Waiver of Notice and Successors and Assigns. The undersigned hereby waive (a) notice of acceptance of this Agreement; (b) notice of the existence, creation, extension, refunding, refinancing or non-payment of all or any of the Senior Indebtedness; (c) all diligence in collection or protection of or realization upon the Senior Indebtedness, or any part thereof or any security therefor; and (d) notice of the release, waiver or cancellation of any obligors or guarantors of all or any portion of the Senior Indebtedness or any security therefor. This Agreement shall be immediately binding upon Debtor and the Subordinated Creditor, and its successors, heirs, executors, administrators and permitted assigns, and the subordination described herein shall inure to the benefit of Lender and its successors and assigns.

16. Governing Law. This Agreement shall be construed according to the laws of the State of New York, without regard to principles of conflicts of laws. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. Entire Agreement. This Agreement sets forth the entire agreement and understanding among the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature among them with respect to the subject matter hereof.

18. Nonwaiver of Payments. In the event that the Subordinated Creditor is required to pay to Lender any funds or other property that the Subordinated Creditor receives from Debtor or any of its affiliates, or in respect of the Subordinated Indebtedness other than as permitted under Section 4 hereof, Lender and Debtor acknowledge that the Subordinated Creditor shall not have waived the rights of the Subordinated Creditor to payment in full under the Subordinated Debt Documents, subject, however, to the terms of this Agreement.

19. Refinancing of Senior Indebtedness. Lender may, from time to time, without notice to the undersigned, assign or transfer any or all of the Senior Indebtedness or any interest therein or permit another person or entity (a "Refinancing Party") to extend credit to one or more Borrowers to enable any such Borrower to repay all or a portion of the Senior Indebtedness (a "Refinancing"), and, notwithstanding any such assignment, transfer or Refinancing or any subsequent assignment, transfer or Refinancing, such indebtedness shall be and remain Senior Indebtedness for the purposes of this Agreement, and every immediate and successive assignee, transferee or Refinancing Party of any of the Senior Indebtedness or of any interest therein, including, without limitation, any Refinancing Party, shall, to the extent of the interest of such assignee, transferee or Refinancing Party in the Senior Indebtedness, be entitled to the rights and benefits of this Agreement to the same extent as if such assignee, transferee or Refinancing Party were Lender, and have the same irrevocable powers of attorney granted hereunder to Lender. On and after the date of the Refinancing, (a) such Refinancing Party shall be deemed to be Lender hereunder, (b) references to the Senior Indebtedness shall be deemed to be the obligations owing to the Refinancing Party, and (c) references to the loan documents of Lender shall be deemed to refer to the loan documents of the Refinancing Party. In connection with any Refinancing, the Subordinated Creditor agrees, promptly upon request of the Refinancing Party, to correct any material defect or error that may be discovered in this Agreement, such that the Refinancing Party fails to obtain the full benefits intended by this Agreement.

20. Termination. The subordinations, agreements and priorities set forth in this Agreement shall remain in full force and effect until all of the Senior Indebtedness has been indefeasibly paid in full and all commitments to each Borrower from Lender (including any Refinancing Party) have been terminated, regardless of whether any party hereto in the future seeks to rescind, amend, terminate or reform, by litigation or otherwise, its respective agreements with any Borrower.

21. Counterparts. This Agreement may be executed in any number of counterparts, by different parties hereto on the same or separate counterparts and by facsimile signature, and each such counterpart, when executed and delivered, shall be deemed to be an original, and all of which taken together shall constitute but one and the same Agreement.

22. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed or delivered to Debtor, Lender or the Subordinated Creditor, as the case may be, addressed to the address of Debtor, Lender or the Subordinated Creditor, as the case may be, specified on the signature page of this Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two business days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt. All notices hereunder shall not be effective until received.

23. Jurisdiction and Venue. All judicial proceedings arising out of or relating to this Agreement or any obligation hereunder may be brought in any state or federal court sitting in New York County, New York, and by their respective execution and delivery of this Agreement, the undersigned accept for themselves and in connection with their properties, generally and unconditionally, the jurisdiction of the aforesaid courts and waive any defense of forum nonconveniens, and irrevocably agree to be bound by any judgment rendered thereby in connection with this Agreement.

[Remainder of page intentionally left blank.]

JURY TRIAL WAIVER THE UNDERSIGNED, TO THE EXTENT PERMITTED BY LAW, EACH HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG THE SUBORDINATED CREDITOR, DEBTOR, AND LENDER, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Subordination Agreement as of the date first set forth above.

Address: 275 Wagaraw Road
Hawthorne, NJ 07506
Attention: William Pagano

CCOM GROUP, INC.

By: _____
William Pagano
Chief Executive Officer

Address: 127 Public Square
Cleveland, Ohio 44114
Attention: KeyBank Business Capital

KEYBANK NATIONAL ASSOCIATION

By: _____
Nadine M. Eames
Vice President

Address:

Rita Folger, personally

Signature Page to
Subordination Agreement

EXHIBIT A
SUBORDINATED CONVERTIBLE NOTE

Please see attached.

E-1

EXHIBIT B

SUBORDINATED PROMISSORY NOTE #1

Please see attached.

E-2

EXHIBIT C

SUBORDINATED PROMISSORY NOTE #2

Please see attached.

E-3

SUBORDINATION AGREEMENT

This SUBORDINATION AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made and entered into, as of November __, 2012, by and among CCOM GROUP, INC., a New York corporation ("Debtor"), GOLDMAN ASSOCIATES OF NEW YORK, INC., a New York corporation (the "Subordinated Creditor"), and KEYBANK NATIONAL ASSOCIATION, a national banking association ("Lender").

WHEREAS, Debtor is indebted to the Subordinated Creditor pursuant to a certain Secured Note dated July 29, 2004 in the original principal amount of Seven Hundred Fifty Thousand Dollars (\$750,000), with an outstanding principal balance on the date hereof of Seven Hundred Fifty Thousand Dollars (\$750,000) (as amended and as the same may from time to time be further amended, restated or otherwise modified or replaced, the "Subordinated Secured Note"), that certain Promissory Note dated August 20, 2009 in the original principal amount of One Hundred Seventy-One Thousand Thirty-Three Dollars (\$171,033), with an outstanding principal balance on the date hereof of Twenty-Four Thousand One Hundred Ninety-One and 61/100 Dollars (\$24,191.61) (as the same may from time to time be amended, restated or otherwise modified or replaced, the "Subordinated Promissory Note #1"), that certain Promissory Note dated August 12, 2012 in the original principal amount of Five Hundred Thousand Dollars (\$500,000), with an outstanding principal balance on the date hereof of Five Hundred Thousand Dollars (\$500,000) (as the same may from time to time be amended, restated or otherwise modified or replaced, the "Subordinated Promissory Note #2"), and that certain Promissory Note dated October 24, 2012 in the original principal amount of Three Hundred Fifty Thousand Dollars (\$350,000), with an outstanding principal balance on the date hereof of Three Hundred Fifty Thousand Dollars (\$350,000) (as the same may from time to time be amended, restated or otherwise modified or replaced, the "Subordinated Promissory Note #3" and, together with the Subordinated Secured Note, the Subordinated Promissory Note #1 and the Subordinated Promissory Note #2, collectively, the "Subordinated Notes");

WHEREAS, Lender has provided financial accommodations to Debtor pursuant to the Credit and Security Agreement by and among Debtor, Universal Supply Group, Inc., a New York corporation, The RAL Supply Group, Inc., a New York corporation, and S&A Supply, Inc., a New York corporation (together with their respective successors and assigns, collectively, "Borrowers" and, individually, each a "Borrower") and Lender, dated as of the 18th day of October, 2011, (as amended and as the same may from time to time be further amended, restated or otherwise modified or replaced, the "Credit Agreement");

WHEREAS, in order to induce Lender to continue to provide the financial accommodations established pursuant to the Credit Agreement, the Subordinated Creditor desires to and does hereby subordinate, in accordance with the provisions of this Agreement, the indebtedness and other obligations evidenced by the Subordinated Notes, and all other indebtedness owing from Debtor to the Subordinated Creditor, to any and all indebtedness now or hereafter owing by Debtor to Lender in accordance with the provisions of this Agreement; and

WHEREAS, this Agreement replaces that certain Subordination Agreement, dated as of October 18, 2011, by and among Debtor, the Subordinated Creditor and Lender (the "Original Subordination Agreement") in its entirety and, upon effectiveness of this Agreement, the terms and provisions of the Original Subordination Agreement shall be superseded hereby;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Default" means that term as defined in Section 4 hereof.

"Distributions" means that term as defined in Section 9(a)(ii) hereof.

"Proceeding" means that term as defined in Section 11(a)(i) hereof.

"Refinancing" means that term as defined in Section 21 hereof.

"Refinancing Party" means that term as defined in Section 21 hereof.

"Senior Indebtedness" means, collectively, all indebtedness and other obligations of one or more Borrowers and any of their respective affiliates to Lender, or any affiliate thereof, pursuant to the Credit Agreement and any cash management or interest rate protection arrangement with Lender, in each case, whether owing by only one Borrower or by one or more Borrowers with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by quasi-contract, or statute or other operation of law, whether incurred directly to Lender (or any affiliate of Lender) or acquired by Lender (or any affiliate of Lender) by purchase, pledge or otherwise and whether participated to or from Lender (or any affiliate of Lender) in whole or in part, including, without limitation, the loans, letters of credit and other financial accommodations granted to one or more Borrowers pursuant to the Credit Agreement, and any extensions, renewals, modifications, and amendments thereof, all accrued interest thereon, and every other liability, now or hereafter owing to Lender (or any affiliate of Lender) by any Borrower or any of their affiliates.

"Subordinated Creditor Collateral" means that term as defined in Section 5(a) hereof.

"Subordinated Debt Documents" means the Subordinated Notes and any additional Promissory Notes that may, from time to time, be entered into by Debtor and owing to the Subordinated Creditor, and any other document executed in connection therewith.

"Subordinated Indebtedness" means, collectively, all indebtedness and other obligations evidenced by the Subordinated Debt Documents and any other indebtedness or other obligations now owing, or that hereafter may become owing, from Debtor or any of its affiliates, to the Subordinated Creditor, howsoever such indebtedness and other obligations may be hereafter created, extended, renewed or evidenced.

“U.C.C. Financing Statement” means a financing statement filed or to be filed in accordance with the Uniform Commercial Code, as in effect from time to time, in the relevant state or states.

2. Subordination of Subordinated Payments. Except as set forth herein, the Subordinated Indebtedness shall at all times and in all respects be subordinate and junior in right of payment to all Senior Indebtedness.

3. Restrictions on Subordinated Payments. Until the Senior Indebtedness shall have been indefeasibly paid in full, no payments of principal or interest, or any other amount payable in connection therewith, shall be made on or with respect to the Subordinated Indebtedness, except as permitted in Section 4 of this Agreement. In addition, until the Senior Indebtedness shall have been indefeasibly paid in full, the Subordinated Indebtedness shall be subject to the following restrictions:

(a) The Subordinated Creditor shall not ask for, demand, sue for, accept or receive payment from Debtor or any other person or entity (except as permitted in Section 4 hereof), by set-off or in any other manner, either in whole or in part, on or with respect to, the Subordinated Indebtedness, or any security therefor (other than as permitted pursuant to Section 5 hereof), without obtaining the prior written consent of Lender;

(b) In the event of (i) any distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of Debtor or the proceeds thereof, to creditors of Debtor by reason of the liquidation, dissolution or other winding up of the business of Debtor, or (ii) any sale, receivership, insolvency or bankruptcy proceeding, or assignment for the benefit of creditors, or any proceeding by or against Debtor for any relief under any bankruptcy or insolvency laws relating to the relief of debtors, readjustment of indebtedness, reorganization, compositions or extensions, the Subordinated Creditor covenants that any payment or distribution of any kind or character, either in cash, securities or other property that shall be paid or delivered, or payable or deliverable, upon or with respect to the Subordinated Indebtedness immediately shall be paid or delivered directly to Lender for application on the Senior Indebtedness, whether or not due, until the Senior Indebtedness first shall have been fully paid and satisfied; and

(c) So long as any portion of the Senior Indebtedness remains outstanding, the Subordinated Creditor shall not enforce any judgment that it might obtain with respect to the Subordinated Indebtedness (including, without limitation, execution, attachment or foreclosure of judgment liens against any assets of Debtor or any affiliate of Debtor or any other person or entity) without obtaining the prior written consent of Lender, regardless of whether Debtor is in default of any of its obligations to the Subordinated Creditor under the Subordinated Indebtedness.

4. Permitted Payments. Notwithstanding the provisions hereof, Debtor may make, and the Subordinated Creditor may receive from Debtor, regularly scheduled payments of principal and interest to the Subordinated Creditor under the Subordinated Debt Documents, so long as (a) the Subordinated Creditor is not in breach or violation of this Agreement, and (b) no event of default, or event with which the passage of time or the giving of notice, or both, would constitute an event of default (collectively, a "Default") shall, at the time such payment is made, then exist under the Credit Agreement or any loan document executed in connection therewith, or, after giving pro forma effect to such payment, immediately thereafter shall begin to exist. Anything in this Section 4 to the contrary notwithstanding, in the event that Lender notifies the Subordinated Creditor of such breach or violation of this Agreement or that a Default has occurred or will occur under the Credit Agreement, then the Subordinated Creditor may not receive any further payments on the Subordinated Debt Documents unless and until Lender notifies Debtor and the Subordinated Creditor that a payment may be made. In the event that the Subordinated Creditor receives any such payment that is not otherwise permitted under this Section 4, the provisions of Section 8 hereof shall apply.

5. Permitted Security.

(a) Lender hereby consents to the security interests of the Subordinated Creditor in the collateral set forth on Exhibit E hereto (the "Subordinated Creditor Collateral").

(b) The Subordinated Creditor hereby subordinates its existing and any future security interests in the Subordinated Creditor Collateral to the existing and any future security interests of Lender, in any assets of Debtor or any of its affiliates, whether or not perfected.

(c) The Subordinated Creditor agrees that, anything contained in any documents evidencing the Subordinated Indebtedness, any U.C.C. Financing Statement or any existing or future agreement between the Subordinated Creditor and Debtor to the contrary notwithstanding, the Subordinated Creditor does not presently hold, and shall not obtain or acquire, without the prior written consent of Lender, any security interest, lien or other interest in any equipment, assets, or real or other property of Debtor or any of its affiliates, other than the Subordinated Creditor Collateral.

(d) The Subordinated Creditor agrees that each U.C.C. Financing Statement and any other evidence or notice of its security interest or lien on any equipment, assets or real or other property of Debtor shall be limited to the Subordinated Creditor Collateral and shall contain a statement, in form satisfactory to Lender, that Subordinated Creditor's security interest and/or lien is subordinated to the security interest of Lender and that certain rights and remedies of the Subordinated Creditor are subject to the terms of this Agreement. If any security interest of the Subordinated Creditor shall be perfected or filed of record prior to the security interest of Lender, then, upon request of Lender, the Subordinated Creditor shall promptly release such filing and file and perfect subsequent to Lender, or any Refinancing Party, as hereinafter defined. In the event that the Subordinated Creditor fails to so release its security interest as aforesaid, Lender is hereby given an irrevocable power of attorney to so release such security interest.

(e) Without limiting the provisions of Section 4 above, the Subordinated Creditor agrees that it will not enforce or apply its security interests in or liens upon, or in any manner interfere with, any of the Subordinated Creditor Collateral or any other equipment, assets or real or other property of Debtor or any of its affiliates, unless and until Lender has advised the Subordinated Creditor in writing that Borrowers have indefeasibly satisfied in full all Senior Indebtedness to Lender. In this regard, the Subordinated Creditor agrees that it will not seek to notify account debtors or other obligors of its subordinated security interest in the proceeds of the Subordinated Creditor Collateral, nor will Subordinated Creditor collect such proceeds or otherwise enforce or apply its security interests in the proceeds of the Subordinated Creditor Collateral, unless and until Lender has advised the Subordinated Creditor in writing, that Borrowers have indefeasibly satisfied, in full, the Senior Indebtedness.

(f) Pending receipt of the notice from Lender referred to in Section 5(e) above, the Subordinated Creditor (i) agrees that the Subordinated Creditor shall not assert any claim for marshalling, (ii) consents to the disposition of the Subordinated Creditor Collateral by Lender in a commercially reasonable manner and on commercially reasonable terms or, if Lender requests, by Debtor or any of Debtor's affiliates, or any successor to any such party, including a trustee in bankruptcy, (iii) shall, at Lender's request, in connection with the disposition of any of the Subordinated Creditor Collateral in a commercially reasonable manner and on commercially reasonable terms, release its security interest in the Subordinated Creditor Collateral upon the disposition thereof; provided that such release shall not impair the security interest and/or lien of the Subordinated Creditor upon any remaining proceeds of such disposition after the full payment of the Senior Indebtedness to Lender. In the event that the Subordinated Creditor fails to so release its security interest as aforesaid, Lender is hereby given an irrevocable power of attorney to so release such security interest, and to use its sole, but reasonable, discretion to determine if such sale has been in a commercially reasonable manner and on commercially reasonable terms.

(g) Proceeds of the Subordinated Creditor Collateral include insurance proceeds arising from the theft, destruction, casualty or other loss (including business interruption) of or to the Subordinated Creditor Collateral, and the priority of Lender and the Subordinated Creditor provided for herein shall apply to such proceeds. Lender shall have the sole and exclusive right to adjust or enforce settlement of insurance claims in the event of any covered theft, destruction, casualty or other loss (including business interruption) of or to any assets of Debtor or any of its affiliates. All proceeds of such insurance shall inure to Lender; provided that, after full payment of all Senior Indebtedness to Lender owing by Borrowers, any remaining insurance proceeds received by Lender shall be remitted to the Subordinated Creditor or otherwise as required by law.

6. Priorities. The subordinations and priorities specified in this Agreement are applicable irrespective of (a) the time or order of attachment or perfection of security interests or other interests referred to herein, (b) the time and order of filing of U.C.C. Financing Statement, (c) the acquisition of purchase money or other security interests or the time of giving or failure to give notice of the acquisition or expected acquisition or purchase money or other security interests, (d) any provisions of the Uniform Commercial Code as adopted in the State of New York or any applicable law or decision, (e) the terms of the Credit Agreement or the Subordinated Debt Documents or other evidence of indebtedness, or (f) whether Lender (or any affiliate thereof) or the Subordinated Creditor holds possession of any assets of Debtor or its affiliates, or the Subordinated Creditor Collateral, and are applicable irrespective of whether such security interests or other interests have been perfected. The Subordinated Creditor hereby covenants that the Subordinated Creditor will only perfect its security interest in the Subordinated Creditor Collateral through the filing of a U.C.C. Financing Statement that has been approved in writing by Lender prior to the filing thereof. The Subordinated Creditor agrees with Lender that it will take no further action to perfect by "possession", "control", filing with any federal agency or any other method of perfection. Any Subordinated Creditor Collateral, or other property of Debtor or any of its affiliates, in the possession of the Subordinated Creditor shall be held in trust solely for the benefit of Lender until such time as the Senior Indebtedness shall have been irrevocably paid in full.

7. Appointment of Power of Attorney. The Subordinated Creditor hereby irrevocably authorizes, appoints, and empowers Lender to (if the Subordinated Creditor refuses to do so within two business days after request of Lender) demand, sue for, collect, and receive every such payment or distribution and give acquittance therefor and to file claims and take such other proceedings, in Lender's own name or in the name of and as attorney-in-fact for the Subordinated Creditor, as Lender may deem necessary or advisable for the enforcement of this Agreement; and the Subordinated Creditor shall execute and deliver to Lender such powers of attorney, assignments, or other instruments as may be requested by Lender to enable Lender to enforce any and all claims upon or with respect to the Subordinated Indebtedness and any security therefor and to collect and receive all payments or distributions that may be payable or deliverable at any time upon or with respect to the Subordinated Indebtedness.

8. Delivery of Payments to Lender. Except for the payments permitted pursuant to Section 4 of this Agreement, if any payment, distribution, security (other than as permitted pursuant to Section 5 above) or proceeds thereof is received by the Subordinated Creditor upon or with respect to any indebtedness of Debtor to the Subordinated Creditor (including the Subordinated Indebtedness) prior to the satisfaction in full of the Senior Indebtedness by each Borrower, the Subordinated Creditor shall receive and hold such payment, distribution, security or proceeds in trust for Lender and immediately shall deliver the same to Lender in precisely the form received (except for the endorsement or assignment of the Subordinated Creditor where necessary), for application to the Senior Indebtedness, whether or not due, and until so delivered the same shall be held in trust by the Subordinated Creditor as property of Lender. In the event of the failure of the Subordinated Creditor to make any such endorsement or assignment, Lender, or any of its officers or employees, hereby irrevocably is constituted and appointed attorney-in-fact of the Subordinated Creditor with full power to make the same.

9. Assignment of Claims. The Subordinated Creditor shall not assign or transfer any claim, or suffer or permit the creation or attachment of any lien, claim, encumbrance, hypothecation or pledge upon any claim, that the Subordinated Creditor has or may have against Debtor, or with respect to the Subordinated Indebtedness, while any portion of the Senior Indebtedness remains unpaid, unless such assignment or transfer is made (a) expressly subject to this Agreement, and (b) upon obtaining Lender's prior written consent to such an assignment or transfer.

10. No Challenge to Senior Indebtedness or Liens. The Subordinated Creditor agrees that it will not at any time contest the validity, perfection, priority or enforceability of the Senior Indebtedness, the Credit Agreement or any security or other document executed in connection therewith, or in connection with any Refinancing, as hereinafter defined, or the liens and security interests of Lender or any Refinancing Party, as hereinafter defined, in the collateral securing the Senior Indebtedness.

11. Proceedings and Distributions.

(a) For the purposes of this Section 11, the following terms shall have the following meanings:

(i) "Proceeding" means any assignment by Debtor for the benefit of creditors, or any filing of a voluntary petition by or involuntary petition against Debtor pursuant to any chapter of the federal bankruptcy code, or any institution of a voluntary proceeding by or involuntary proceeding against Debtor under any other federal or state law relating to relief of debtors, or any appointment of a receiver, trustee or liquidator of Debtor or of all or a substantial part of its assets, or any liquidation or dissolution of Debtor, or any other marshaling of the assets and liabilities of Debtor; and

(ii) "Distributions" means, collectively, all cash securities and other properties payable or otherwise distributable on or in respect of the Subordinated Indebtedness in any Proceeding;

(b) In any Proceeding, Lender shall have the right, but not the duty, to prepare and file a proof of claim based upon the Subordinated Indebtedness and to vote and otherwise enforce and use the same in such manner as Lender shall deem advisable; provided that, if Lender fails to file such proof of claim on or before the fifth day next preceding the last day permitted for such filing, the Subordinated Creditor shall give Lender written notice of such failure and thereupon file a proof of claim, based on the Subordinated Indebtedness and giving effect to this Agreement. In each such Proceeding, the Subordinated Creditor shall, at no cost or expense to Lender, furnish such witnesses and such supporting records and other data, execute and deliver such writings, and make and do all such other and further acts and things as Lender may request; and

(c) Lender shall be entitled to receive Distributions in respect of the Subordinated Indebtedness until the Senior Indebtedness has been paid in full (including, but not limited to, all interest accruing from time to time on the Senior Indebtedness after the commencement of any Proceeding, whether or not a claim for such interest is allowable under such Proceeding). All Distributions (other than cash and bearer instruments) shall be issued in Lender's name, and all Distributions, whatever the form thereof, shall be delivered directly to Lender. No one delivering any Distributions to Lender shall have any responsibility to follow Lender's application thereof. If, for any reason, the Subordinated Creditor shall receive any payment of or security for or Distribution in respect of the Subordinated Indebtedness, or any part thereof, before payment in full of the Senior Indebtedness (including, but not limited to, all interest accruing from time to time on the Senior Indebtedness after the commencement of any Proceeding, whether or not a claim for such interest is allowable under such Proceeding), the Subordinated Creditor shall receive the same in trust and shall deliver the same, in the form received, directly to Lender. The Subordinated Creditor shall execute and deliver such endorsements, assignments, transfer powers and other writings in respect of the foregoing as Lender may from time to time demand, and Lender shall have the right to execute and deliver the same for and on behalf of the Subordinated Creditor and in the name of the Subordinated Creditor whenever the Subordinated Creditor omits doing so.

12. Legend. The Subordinated Notes, and any other instrument evidencing any of the Subordinated Indebtedness, or any portion thereof, shall bear the following legend (or other similar language reasonably satisfactory to Lender) on the first page thereof: "THE INDEBTEDNESS EVIDENCED BY THIS NOTE IS SUBORDINATE TO THE INDEBTEDNESS OF THE MAKER (OR ANY SUCCESSOR THERETO) TO KEYBANK NATIONAL ASSOCIATION AND ITS SUCCESSORS AND ASSIGNS PURSUANT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED NOVEMBER __, 2012, AS SUCH AGREEMENT MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED (OR ANY SUCCESSOR AGREEMENT WHICH REPLACES AND REFERENCES SUCH AGREEMENT)."

13. Representation of the Subordinated Creditor: Amendment of Subordinated Debt Documents. The Subordinated Creditor represents and warrants to Lender that, as of the date hereof, the entire indebtedness of Debtor to the Subordinated Creditor is evidenced by the Subordinated Debt Documents. Copies of all of the Subordinated Debt Documents have been delivered to Lender and a copy of the Subordinated Secured Note is attached hereto as Exhibit A, a copy of the Subordinated Promissory Note #1 is attached hereto as Exhibit B, a copy of the Subordinated Promissory Note #2 is attached hereto as Exhibit C and a copy of the Subordinated Promissory Note #3 is attached hereto as Exhibit D. None of the Subordinated Debt Documents may be amended or modified in any respect without the prior written consent of Lender (which consent shall not be unreasonably withheld).

14. A d d i t i o n a l A g r e e m e n t may deem proper, including extending the time of payment or renewing, increasing the amount, or otherwise altering the terms of the Credit Agreement or any document executed in connection therewith or affecting the security or guaranties, if any, underlying any or all of such obligations, or may exchange, sell, or surrender or otherwise deal with any such security or guaranties, or may release any balance of funds of one or more Borrowers, with Lender, without notice to the Subordinated Creditor, and without in any way impairing or affecting this Agreement thereby.

15. Reliance by Lender on the Subordinated Creditor. The Subordinated Creditor hereby consents and covenants that all obligations and liabilities of each Borrower to Lender shall be deemed to have been made or incurred, in part, in reliance upon this Agreement.

16. Waiver of Lender's Rights. No waiver shall be deemed to be made by Lender of any of its rights hereunder unless the same shall be in writing signed on behalf of Lender. Each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of Lender or the obligations of the Subordinated Creditor to Lender in any other respect at any other time.

17. Waiver of Notice and Successors and Assigns. The undersigned hereby waive (a) notice of acceptance of this Agreement; (b) notice of the existence, creation, extension, refunding, refinancing or non-payment of all or any of the Senior Indebtedness; (c) all diligence in collection or protection of or realization upon the Senior Indebtedness, or any part thereof or any security therefor; and (d) notice of the release, waiver or cancellation of any obligors or guarantors of all or any portion of the Senior Indebtedness or any security therefor. This Agreement shall be immediately binding upon Debtor and the Subordinated Creditor, and its successors and permitted assigns, and the subordination described herein shall inure to the benefit of Lender and its successors and assigns.

18. Governing Law. This Agreement shall be construed according to the laws of the State of New York, without regard to principles of conflicts of laws. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

19. Entire Agreement. This Agreement sets forth the entire agreement and understanding among the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature among them with respect to the subject matter hereof.

20. Nonwaiver of Payments. In the event that the Subordinated Creditor is required to pay to Lender any funds or other property that the Subordinated Creditor receives from Debtor or any of its affiliates, or in respect of the Subordinated Indebtedness other than as permitted under Section 4 hereof, Lender and Debtor acknowledge that the Subordinated Creditor shall not have waived the rights of the Subordinated Creditor to payment in full under the Subordinated Debt Documents, subject, however, to the terms of this Agreement.

21. Refinancing of Senior Indebtedness. Lender may, from time to time, without notice to the undersigned, assign or transfer any or all of the Senior Indebtedness or any interest therein or permit another person or entity (a "Refinancing Party") to extend credit to one or more Borrowers to enable any such Borrower to repay all or a portion of the Senior Indebtedness (a "Refinancing"), and, notwithstanding any such assignment, transfer or Refinancing or any subsequent assignment, transfer or Refinancing, such indebtedness shall be and remain Senior Indebtedness for the purposes of this Agreement, and every immediate and successive assignee, transferee or Refinancing Party of any of the Senior Indebtedness or of any interest therein, including, without limitation, any Refinancing Party, shall, to the extent of the interest of such assignee, transferee or Refinancing Party in the Senior Indebtedness, be entitled to the rights and benefits of this Agreement to the same extent as if such assignee, transferee or Refinancing Party were Lender, and have the same irrevocable powers of attorney granted hereunder to Lender. On and after the date of the Refinancing, (a) such Refinancing Party shall be deemed to be Lender hereunder, (b) references to the Senior Indebtedness shall be deemed to be the obligations owing to the Refinancing Party, and (c) references to the loan documents of Lender shall be deemed to refer to the loan documents of the Refinancing Party. In connection with any Refinancing, the Subordinated Creditor agrees, promptly upon request of the Refinancing Party, to correct any material defect or error that may be discovered in this Agreement, such that the Refinancing Party fails to obtain the full benefits intended by this Agreement.

22. Effect on Security Interests. Nothing contained in this Agreement is intended to affect or limit, in any way whatsoever, the security interests or liens that each of the parties has in any assets of Debtor, whether tangible or intangible, insofar as the rights of Debtor or any of its affiliates or other third parties not parties hereto are involved. The parties hereto specifically reserve any and all of their respective rights, security interests and rights to assert security interests as against Debtor or any of its affiliates, and any third parties.

23. Termination. The subordinations, agreements and priorities set forth in this Agreement shall remain in full force and effect until all of the Senior Indebtedness has been indefeasibly paid in full and all commitments to each Borrower from Lender (including any Refinancing Party) have been terminated, regardless of whether any party hereto in the future seeks to rescind, amend, terminate or reform, by litigation or otherwise, its respective agreements with any Borrower.

24. Counterparts. This Agreement may be executed in any number of counterparts, by different parties hereto on the same or separate counterparts and by facsimile signature, and each such counterpart, when executed and delivered, shall be deemed to be an original, and all of which taken together shall constitute but one and the same Agreement.

25. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed or delivered to Debtor, Lender or the Subordinated Creditor, as the case may be, addressed to the address of Debtor, Lender or the Subordinated Creditor, as the case may be, specified on the signature page of this Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two business days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt. All notices hereunder shall not be effective until received.

26. Jurisdiction and Venue. All judicial proceedings arising out of or relating to this Agreement or any obligation hereunder may be brought in any state or federal court sitting in New York County, New York, and by their respective execution and delivery of this Agreement, the undersigned accept for themselves and in connection with their properties, generally and unconditionally, the jurisdiction of the aforesaid courts and waive any defense of forum nonconveniens, and irrevocably agree to be bound by any judgment rendered thereby in connection with this Agreement.

[Remainder of page intentionally left blank.]

JURY TRIAL WAIVER THE UNDERSIGNED, TO THE EXTENT PERMITTED BY LAW, EACH HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG THE SUBORDINATED CREDITOR, DEBTOR, AND LENDER, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Subordination Agreement as of the date first set forth above.

Address: 275 Wagaraw Road
Hawthorne, NJ 07506
Attention: William Pagano

CCOM GROUP, INC.

By: _____
William Pagano
Chief Executive Officer

Address: 127 Public Square
Cleveland, Ohio 44114
Attention: KeyBank Business Capital

KEYBANK NATIONAL ASSOCIATION

By: _____
Nadine M. Eames
Vice President

Address:

GOLDMAN ASSOCIATES OF NEW YORK, INC.

By: _____
Name: _____
Title: _____

Signature Page to
Subordination Agreement

EXHIBIT A
SUBORDINATED SECURED NOTE

Please see attached.

E-1

EXHIBIT B

SUBORDINATED PROMISSORY NOTE #1

Please see attached.

E-2

EXHIBIT C

SUBORDINATED PROMISSORY NOTE #2

See attached.

EXHIBIT D

SUBORDINATED PROMISSORY NOTE #3

See attached.

E-4

EXHIBIT E

SUBORDINATED CREDITOR COLLATERAL

All personal and fixture property of every kind and nature including, without limitation, all furniture, fixtures, equipment, raw materials, inventory, other goods, accounts, contract rights, rights to the payment of money, insurance refund claims and all other insurance claims and proceeds, tort claims, chattel paper, electronic chattel paper, documents, instruments, securities and other investment property, deposit accounts, rights to proceeds of letters of credit, letter-of-credit rights, supporting obligations of every nature, and general intangibles including, without limitation, all tax refund claims, license fees, patents, patent applications, trade secrets and know-how (whether or not patentable or patented), trademarks, trademark applications, trade names, copyrights, copyright applications, rights to sue and recover for past infringement of patents, trademarks and copyrights, computer programs, computer software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which (i) the Grantor operates or has authority to operate, (ii) the Grantor possesses, uses or has authority to possess or use property (whether tangible or intangible) of others, or (iii) others possess, use, or have authority to possess or use property (whether tangible or intangible) of the Grantor, and all recorded data of any kind or nature, regardless of the medium of recording, including, without limitation, all software, writings, plans, specifications, and schematics.

E-5

SUBORDINATION AGREEMENT

This SUBORDINATION AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made and entered into, as of November __, 2012, by and among CCOM GROUP, INC., a New York corporation ("Debtor"), JOHN A. HILDEBRANDT, an individual (the "Subordinated Creditor"), and KEYBANK NATIONAL ASSOCIATION, a national banking association ("Lender").

WHEREAS, Debtor is indebted to the Subordinated Creditor pursuant to a certain Subordinated Promissory Note dated August 20, 2009 in the original principal amount of Fifty Thousand Dollars (\$50,000), with an outstanding principal balance on the date hereof of Seven Thousand Seventy-Two and 20/100 Dollars (\$7,072.20) (as the same may from time to time be amended, restated or otherwise modified or replaced, the "Subordinated Promissory Note #1"), and that certain Promissory Note dated October 24, 2012 in the original principal amount of Two Hundred Thousand Dollars (\$200,000), with an outstanding principal balance on the date hereof of Two Hundred Thousand Dollars (\$200,000) (as the same may from time to time be amended, restated or otherwise modified or replaced, the "Subordinated Promissory Note #2" and, together with the Subordinated Promissory Note #1, collectively, the "Subordinated Notes");

WHEREAS, Lender has provided financial accommodations to Debtor pursuant to the Credit and Security Agreement by and among Debtor, Universal Supply Group, Inc., a New York corporation, The RAL Supply Group, Inc., a New York corporation, and S&A Supply, Inc., a New York corporation (together with their respective successors and assigns, collectively, "Borrowers" and, individually, each a "Borrower") and Lender, dated as of the 18th day of October, 2011, (as amended and as the same may from time to time be further amended, restated or otherwise modified or replaced, the "Credit Agreement");

WHEREAS, in order to induce Lender to continue to provide the financial accommodations established pursuant to the Credit Agreement, the Subordinated Creditor desires to and does hereby subordinate, in accordance with the provisions of this Agreement, the indebtedness and other obligations evidenced by the Subordinated Notes, and all other indebtedness owing from Debtor to the Subordinated Creditor, to any and all indebtedness now or hereafter owing by Debtor to Lender in accordance with the provisions of this Agreement; and

WHEREAS, this Agreement replaces that certain Subordination Agreement, dated as of October 18, 2011, by and among Debtor, the Subordinated Creditor and Lender (the "Original Subordination Agreement") in its entirety and, upon effectiveness of this Agreement, the terms and provisions of the Original Subordination Agreement shall be superseded hereby;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Default" means that term as defined in Section 4 hereof.

“Distributions” means that term as defined in Section 9(a)(ii) hereof.

“Proceeding” means that term as defined in Section 9(a)(i) hereof.

“Refinancing” means that term as defined in Section 19 hereof.

“Refinancing Party” means that term as defined in Section 19 hereof.

“Senior Indebtedness” means, collectively, all indebtedness and other obligations of one or more Borrowers and any of their respective affiliates to Lender, or any affiliate thereof, pursuant to the Credit Agreement and any cash management or interest rate protection arrangement with Lender, in each case, whether owing by only one Borrower or by one or more Borrowers with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by quasi-contract, or statute or other operation of law, whether incurred directly to Lender (or any affiliate of Lender) or acquired by Lender (or any affiliate of Lender) by purchase, pledge or otherwise and whether participated to or from Lender (or any affiliate of Lender) in whole or in part, including, without limitation, the loans, letters of credit and other financial accommodations granted to one or more Borrowers pursuant to the Credit Agreement, and any extensions, renewals, modifications, and amendments thereof, all accrued interest thereon, and every other liability, now or hereafter owing to Lender (or any affiliate of Lender) by any Borrower or any of their affiliates.

“Subordinated Debt Documents” means the Subordinated Notes and any additional promissory notes that may, from time to time, be entered into by Debtor and owing to the Subordinated Creditor, and any other document executed in connection therewith.

“Subordinated Indebtedness” means, collectively, all indebtedness and other obligations evidenced by the Subordinated Debt Documents and any other indebtedness or other obligations now owing, or that hereafter may become owing, from Debtor or any of its affiliates, to the Subordinated Creditor, howsoever such indebtedness and other obligations may be hereafter created, extended, renewed or evidenced.

2. Subordination of Subordinated Payments. Except as set forth herein, the Subordinated Indebtedness shall at all times and in all respects be subordinate and junior in right of payment to all Senior Indebtedness.

3. Restrictions on Subordinated Payments. Until the Senior Indebtedness shall have been indefeasibly paid in full, no payments of principal or interest, or any other amount payable in connection therewith, shall be made on or with respect to the Subordinated Indebtedness, except as permitted in Section 4 of this Agreement. In addition, until the Senior Indebtedness shall have been indefeasibly paid in full, the Subordinated Indebtedness shall be subject to the following restrictions:

(a) The Subordinated Creditor shall not ask for, demand, sue for, accept or receive payment from Debtor or any other person or entity (except as permitted in Section 4 hereof), by set-off or in any other manner, either in whole or in part, on or with respect to, the Subordinated Indebtedness, or any security therefor, without obtaining the prior written consent of Lender;

(b) In the event of (i) any distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of Debtor or the proceeds thereof, to creditors of Debtor by reason of the liquidation, dissolution or other winding up of the business of Debtor, or (ii) any sale, receivership, insolvency or bankruptcy proceeding, or assignment for the benefit of creditors, or any proceeding by or against Debtor for any relief under any bankruptcy or insolvency laws relating to the relief of debtors, readjustment of indebtedness, reorganization, compositions or extensions, the Subordinated Creditor covenants that any payment or distribution of any kind or character, either in cash, securities or other property that shall be paid or delivered, or payable or deliverable, upon or with respect to the Subordinated Indebtedness immediately shall be paid or delivered directly to Lender for application on the Senior Indebtedness, whether or not due, until the Senior Indebtedness first shall have been fully paid and satisfied; and

(c) So long as any portion of the Senior Indebtedness remains outstanding, the Subordinated Creditor shall not enforce any judgment that it might obtain with respect to the Subordinated Indebtedness (including, without limitation, execution, attachment or foreclosure of judgment liens against any assets of Debtor or any affiliate of Debtor or any other person or entity) without obtaining the prior written consent of Lender, regardless of whether Debtor is in default of any of its obligations to the Subordinated Creditor under the Subordinated Indebtedness.

4. Permitted Payments. Notwithstanding the provisions hereof, Debtor may make, and the Subordinated Creditor may receive from Debtor, regularly scheduled payments of principal and interest to the Subordinated Creditor under the Subordinated Debt Documents, so long as (a) the Subordinated Creditor is not in breach or violation of this Agreement, and (b) no event of default, or event with which the passage of time or the giving of notice, or both, would constitute an event of default (collectively, a "Default") shall, at the time such payment is made, then exist under the Credit Agreement or any loan document executed in connection therewith, or, after giving pro forma effect to such payment, immediately thereafter shall begin to exist. Anything in this Section 4 to the contrary notwithstanding, in the event that Lender notifies the Subordinated Creditor of such breach or violation of this Agreement or that a Default has occurred or will occur under the Credit Agreement, then the Subordinated Creditor may not receive any further payments on the Subordinated Debt Documents unless and until Lender notifies Debtor and the Subordinated Creditor that a payment may be made. In the event that the Subordinated Creditor receives any such payment that is not otherwise permitted under this Section 4, the provisions of Section 6 hereof shall apply.

5. Appointment of Power of Attorney. The Subordinated Creditor hereby irrevocably authorizes, appoints, and empowers Lender to (if the Subordinated Creditor refuses to do so within two business days after request of Lender) demand, sue for, collect, and receive every such payment or distribution and give acquittance therefor and to file claims and take such other proceedings, in Lender's own name or in the name of and as attorney-in-fact for the Subordinated Creditor, as Lender may deem necessary or advisable for the enforcement of this Agreement; and the Subordinated Creditor shall execute and deliver to Lender such powers of attorney, assignments, or other instruments as may be requested by Lender to enable Lender to enforce any and all claims upon or with respect to the Subordinated Indebtedness and any security therefor and to collect and receive all payments or distributions that may be payable or deliverable at any time upon or with respect to the Subordinated Indebtedness.

6. Delivery of Payments to Lender. Except for the payments permitted pursuant to Section 4 of this Agreement, if any payment, distribution, security or proceeds thereof is received by the Subordinated Creditor upon or with respect to any indebtedness of Debtor to the Subordinated Creditor (including the Subordinated Indebtedness) prior to the satisfaction in full of the Senior Indebtedness by each Borrower, the Subordinated Creditor shall receive and hold such payment, distribution, security or proceeds in trust for Lender and immediately shall deliver the same to Lender in precisely the form received (except for the endorsement or assignment of the Subordinated Creditor where necessary), for application to the Senior Indebtedness, whether or not due, and until so delivered the same shall be held in trust by the Subordinated Creditor as property of Lender. In the event of the failure of the Subordinated Creditor to make any such endorsement or assignment, Lender, or any of its officers or employees, hereby irrevocably is constituted and appointed attorney-in-fact of the Subordinated Creditor with full power to make the same.

7. Assignment of Claims. The Subordinated Creditor shall not assign or transfer any claim, or suffer or permit the creation or attachment of any lien, claim, encumbrance, hypothecation or pledge upon any claim, that the Subordinated Creditor has or may have against Debtor, or with respect to the Subordinated Indebtedness, while any portion of the Senior Indebtedness remains unpaid, unless such assignment or transfer is made (a) expressly subject to this Agreement, and (b) upon obtaining Lender's prior written consent to such an assignment or transfer.

8. No Challenge to Senior Indebtedness or Liens. The Subordinated Creditor agrees that it will not at any time contest the validity, perfection, priority or enforceability of the Senior Indebtedness, the Credit Agreement or any security or other document executed in connection therewith, or in connection with any Refinancing, as hereinafter defined, or the liens and security interests of Lender or any Refinancing Party, as hereinafter defined, in the collateral securing the Senior Indebtedness.

9. Proceedings and Distributions.

(a) For the purposes of this Section 9, the following terms shall have the following meanings:

(i) "Proceeding" means any assignment by Debtor for the benefit of creditors, or any filing of a voluntary petition by or involuntary petition against Debtor pursuant to any chapter of the federal bankruptcy code, or any institution of a voluntary proceeding by or involuntary proceeding against Debtor under any other federal or state law relating to relief of debtors, or any appointment of a receiver, trustee or liquidator of Debtor or of all or a substantial part of its assets, or any liquidation or dissolution of Debtor, or any other marshaling of the assets and liabilities of Debtor; and

(ii) “Distributions” means, collectively, all cash securities and other properties payable or otherwise distributable on or in respect of the Subordinated Indebtedness in any Proceeding;

(b) In any Proceeding, Lender shall have the right, but not the duty, to prepare and file a proof of claim based upon the Subordinated Indebtedness and to vote and otherwise enforce and use the same in such manner as Lender shall deem advisable; provided that, if Lender fails to file such proof of claim on or before the fifth day next preceding the last day permitted for such filing, the Subordinated Creditor shall give Lender written notice of such failure and thereupon file a proof of claim, based on the Subordinated Indebtedness and giving effect to this Agreement. In each such Proceeding, the Subordinated Creditor shall, at no cost or expense to Lender, furnish such witnesses and such supporting records and other data, execute and deliver such writings, and make and do all such other and further acts and things as Lender may request; and

(c) Lender shall be entitled to receive Distributions in respect of the Subordinated Indebtedness until the Senior Indebtedness has been paid in full (including, but not limited to, all interest accruing from time to time on the Senior Indebtedness after the commencement of any Proceeding, whether or not a claim for such interest is allowable under such Proceeding). All Distributions (other than cash and bearer instruments) shall be issued in Lender’s name, and all Distributions, whatever the form thereof, shall be delivered directly to Lender. No one delivering any Distributions to Lender shall have any responsibility to follow Lender’s application thereof. If, for any reason, the Subordinated Creditor shall receive any payment of or security for or Distribution in respect of the Subordinated Indebtedness, or any part thereof, before payment in full of the Senior Indebtedness (including, but not limited to, all interest accruing from time to time on the Senior Indebtedness after the commencement of any Proceeding, whether or not a claim for such interest is allowable under such Proceeding), the Subordinated Creditor shall receive the same in trust and shall deliver the same, in the form received, directly to Lender. The Subordinated Creditor shall execute and deliver such endorsements, assignments, transfer powers and other writings in respect of the foregoing as Lender may from time to time demand, and Lender shall have the right to execute and deliver the same for and on behalf of the Subordinated Creditor and in the name of the Subordinated Creditor whenever the Subordinated Creditor omits doing so.

10. Legend. The Subordinated Notes, and any other instrument evidencing any of the Subordinated Indebtedness, or any portion thereof, shall bear the following legend (or other similar language reasonably satisfactory to Lender) on the first page thereof: “THE INDEBTEDNESS EVIDENCED BY THIS NOTE IS SUBORDINATE TO THE INDEBTEDNESS OF THE MAKER (OR ANY SUCCESSOR THERETO) TO KEYBANK NATIONAL ASSOCIATION AND ITS SUCCESSORS AND ASSIGNS PURSUANT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED NOVEMBER __, 2012, AS SUCH AGREEMENT MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED (OR ANY SUCCESSOR AGREEMENT WHICH REPLACES AND REFERENCES SUCH AGREEMENT).”

11. Representation of the Subordinated Creditor; Amendment of Subordinated Debt Documents. The Subordinated Creditor represents and warrants to Lender that, as of the date hereof, the entire indebtedness of Debtor to the Subordinated Creditor is evidenced by the Subordinated Debt Documents. Copies of all of the Subordinated Debt Documents have been delivered to Lender and a copy of the Subordinated Promissory Note #1 is attached hereto as Exhibit A and a copy of the Subordinated Promissory Note #2 is attached hereto as Exhibit B. None of the Subordinated Debt Documents may be amended or modified in any respect without the prior written consent of Lender (which consent shall not be unreasonably withheld).

12. Additional Agreements with Lender. At any time, and from time to time, Lender may enter into any agreements with one or more Borrowers as Lender may deem proper, including extending the time of payment or renewing, increasing the amount, or otherwise altering the terms of the Credit Agreement or any document executed in connection therewith or affecting the security or guaranties, if any, underlying any or all of such obligations, or may exchange, sell, or surrender or otherwise deal with any such security or guaranties, or may release any balance of funds of one or more Borrowers, with Lender, without notice to the Subordinated Creditor, and without in any way impairing or affecting this Agreement thereby.

13. Reliance by Lender on the Subordinated Creditor. The Subordinated Creditor hereby consents and covenants that all obligations and liabilities of each Borrower to Lender shall be deemed to have been made or incurred, in part, in reliance upon this Agreement.

14. Waiver of Lender's Rights. No waiver shall be deemed to be made by Lender of any of its rights hereunder unless the same shall be in writing signed on behalf of Lender. Each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of Lender or the obligations of the Subordinated Creditor to Lender in any other respect at any other time.

15. Waiver of Notice and Successors and Assigns. The undersigned hereby waive (a) notice of acceptance of this Agreement; (b) notice of the existence, creation, extension, refunding, refinancing or non-payment of all or any of the Senior Indebtedness; (c) all diligence in collection or protection of or realization upon the Senior Indebtedness, or any part thereof or any security therefor; and (d) notice of the release, waiver or cancellation of any obligors or guarantors of all or any portion of the Senior Indebtedness or any security therefor. This Agreement shall be immediately binding upon Debtor and the Subordinated Creditor, and its successors, heirs, executors, administrators and permitted assigns, and the subordination described herein shall inure to the benefit of Lender and its successors and assigns.

16. Governing Law. This Agreement shall be construed according to the laws of the State of New York, without regard to principles of conflicts of laws. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. Entire Agreement. This Agreement sets forth the entire agreement and understanding among the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature among them with respect to the subject matter hereof.

18. Nonwaiver of Payments. In the event that the Subordinated Creditor is required to pay to Lender any funds or other property that the Subordinated Creditor receives from Debtor or any of its affiliates, or in respect of the Subordinated Indebtedness other than as permitted under Section 4 hereof, Lender and Debtor acknowledge that the Subordinated Creditor shall not have waived the rights of the Subordinated Creditor to payment in full under the Subordinated Debt Documents, subject, however, to the terms of this Agreement.

19. Refinancing of Senior Indebtedness. Lender may, from time to time, without notice to the undersigned, assign or transfer any or all of the Senior Indebtedness or any interest therein or permit another person or entity (a "Refinancing Party") to extend credit to one or more Borrowers to enable any such Borrower to repay all or a portion of the Senior Indebtedness (a "Refinancing"), and, notwithstanding any such assignment, transfer or Refinancing or any subsequent assignment, transfer or Refinancing, such indebtedness shall be and remain Senior Indebtedness for the purposes of this Agreement, and every immediate and successive assignee, transferee or Refinancing Party of any of the Senior Indebtedness or of any interest therein, including, without limitation, any Refinancing Party, shall, to the extent of the interest of such assignee, transferee or Refinancing Party in the Senior Indebtedness, be entitled to the rights and benefits of this Agreement to the same extent as if such assignee, transferee or Refinancing Party were Lender, and have the same irrevocable powers of attorney granted hereunder to Lender. On and after the date of the Refinancing, (a) such Refinancing Party shall be deemed to be Lender hereunder, (b) references to the Senior Indebtedness shall be deemed to be the obligations owing to the Refinancing Party, and (c) references to the loan documents of Lender shall be deemed to refer to the loan documents of the Refinancing Party. In connection with any Refinancing, the Subordinated Creditor agrees, promptly upon request of the Refinancing Party, to correct any material defect or error that may be discovered in this Agreement, such that the Refinancing Party fails to obtain the full benefits intended by this Agreement.

20. Termination. The subordinations, agreements and priorities set forth in this Agreement shall remain in full force and effect until all of the Senior Indebtedness has been indefeasibly paid in full and all commitments to each Borrower from Lender (including any Refinancing Party) have been terminated, regardless of whether any party hereto in the future seeks to rescind, amend, terminate or reform, by litigation or otherwise, its respective agreements with any Borrower.

21. Counterparts. This Agreement may be executed in any number of counterparts, by different parties hereto on the same or separate counterparts and by facsimile signature, and each such counterpart, when executed and delivered, shall be deemed to be an original, and all of which taken together shall constitute but one and the same Agreement.

22. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed or delivered to Debtor, Lender or the Subordinated Creditor, as the case may be, addressed to the address of Debtor, Lender or the Subordinated Creditor, as the case may be, specified on the signature page of this Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two business days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt. All notices hereunder shall not be effective until received.

23. Jurisdiction and Venue. All judicial proceedings arising out of or relating to this Agreement or any obligation hereunder may be brought in any state or federal court sitting in New York County, New York, and by their respective execution and delivery of this Agreement, the undersigned accept for themselves and in connection with their properties, generally and unconditionally, the jurisdiction of the aforesaid courts and waive any defense of forum nonconveniens, and irrevocably agree to be bound by any judgment rendered thereby in connection with this Agreement.

[Remainder of page intentionally left blank.]

JURY TRIAL WAIVER THE UNDERSIGNED, TO THE EXTENT PERMITTED BY LAW, EACH HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG THE SUBORDINATED CREDITOR, DEBTOR, AND LENDER, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Subordination Agreement as of the date first set forth above.

Address: 275 Wagaraw Road
Hawthorne, NJ 07506
Attention: William Pagano

CCOM GROUP, INC.

By: _____
William Pagano
Chief Executive Officer

Address: 127 Public Square
Cleveland, Ohio 44114
Attention: KeyBank Business Capital

KEYBANK NATIONAL ASSOCIATION

By: _____
Nadine M. Eames
Vice President

Address:

John A. Hildebrandt, personally

Signature Page to
Subordination Agreement

EXHIBIT A

SUBORDINATED PROMISSORY NOTE #1

Please see attached.

E-1

EXHIBIT B

SUBORDINATED PROMISSORY NOTE #2

Please see attached.

E-2

SUBORDINATION AGREEMENT

This SUBORDINATION AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made and entered into, as of November __, 2012, by and among CCOM GROUP, INC., a New York corporation ("Debtor"), PAUL H. HILDEBRANDT, an individual (the "Subordinated Creditor"), and KEYBANK NATIONAL ASSOCIATION, a national banking association ("Lender").

WHEREAS, Debtor is indebted to the Subordinated Creditor pursuant to a certain Subordinated Promissory Note dated August 20, 2009 in the original principal amount of Ninety Thousand Dollars (\$90,000), with an outstanding principal balance on the date hereof of Twelve Thousand Seven Hundred Twenty-Nine and 97/100 Dollars (\$12,729.97) (as the same may from time to time be amended, restated or otherwise modified or replaced, the "Subordinated Promissory Note #1"), and that certain Promissory Note dated October 24, 2012 in the original principal amount of Two Hundred Thousand Dollars (\$200,000), with an outstanding principal balance on the date hereof of Two Hundred Thousand Dollars (\$200,000) (as the same may from time to time be amended, restated or otherwise modified or replaced, the "Subordinated Promissory Note #2" and, together with the Subordinated Promissory Note #1, collectively, the "Subordinated Notes");

WHEREAS, Lender has provided financial accommodations to Debtor pursuant to the Credit and Security Agreement by and among Debtor, Universal Supply Group, Inc., a New York corporation, The RAL Supply Group, Inc., a New York corporation, and S&A Supply, Inc., a New York corporation (together with their respective successors and assigns, collectively, "Borrowers" and, individually, each a "Borrower") and Lender, dated as of the 18th day of October, 2011, (as amended and as the same may from time to time be further amended, restated or otherwise modified or replaced, the "Credit Agreement");

WHEREAS, in order to induce Lender to continue to provide the financial accommodations established pursuant to the Credit Agreement, the Subordinated Creditor desires to and does hereby subordinate, in accordance with the provisions of this Agreement, the indebtedness and other obligations evidenced by the Subordinated Notes, and all other indebtedness owing from Debtor to the Subordinated Creditor, to any and all indebtedness now or hereafter owing by Debtor to Lender in accordance with the provisions of this Agreement; and

WHEREAS, this Agreement replaces that certain Subordination Agreement, dated as of October 18, 2011, by and among Debtor, the Subordinated Creditor and Lender (the "Original Subordination Agreement") in its entirety and, upon effectiveness of this Agreement, the terms and provisions of the Original Subordination Agreement shall be superseded hereby;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Default" means that term as defined in Section 4 hereof.

“Distributions” means that term as defined in Section 9(a)(ii) hereof.

“Proceeding” means that term as defined in Section 9(a)(i) hereof.

“Refinancing” means that term as defined in Section 19 hereof.

“Refinancing Party” means that term as defined in Section 19 hereof.

“Senior Indebtedness” means, collectively, all indebtedness and other obligations of one or more Borrowers and any of their respective affiliates to Lender, or any affiliate thereof, pursuant to the Credit Agreement and any cash management or interest rate protection arrangement with Lender, in each case, whether owing by only one Borrower or by one or more Borrowers with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by quasi-contract, or statute or other operation of law, whether incurred directly to Lender (or any affiliate of Lender) or acquired by Lender (or any affiliate of Lender) by purchase, pledge or otherwise and whether participated to or from Lender (or any affiliate of Lender) in whole or in part, including, without limitation, the loans, letters of credit and other financial accommodations granted to one or more Borrowers pursuant to the Credit Agreement, and any extensions, renewals, modifications, and amendments thereof, all accrued interest thereon, and every other liability, now or hereafter owing to Lender (or any affiliate of Lender) by any Borrower or any of their affiliates.

“Subordinated Debt Documents” means the Subordinated Notes and any additional promissory notes that may, from time to time, be entered into by Debtor and owing to the Subordinated Creditor, and any other document executed in connection therewith.

“Subordinated Indebtedness” means, collectively, all indebtedness and other obligations evidenced by the Subordinated Debt Documents and any other indebtedness or other obligations now owing, or that hereafter may become owing, from Debtor or any of its affiliates, to the Subordinated Creditor, howsoever such indebtedness and other obligations may be hereafter created, extended, renewed or evidenced.

2. Subordination of Subordinated Payments. Except as set forth herein, the Subordinated Indebtedness shall at all times and in all respects be subordinate and junior in right of payment to all Senior Indebtedness.

3. Restrictions on Subordinated Payments. Until the Senior Indebtedness shall have been indefeasibly paid in full, no payments of principal or interest, or any other amount payable in connection therewith, shall be made on or with respect to the Subordinated Indebtedness, except as permitted in Section 4 of this Agreement. In addition, until the Senior Indebtedness shall have been indefeasibly paid in full, the Subordinated Indebtedness shall be subject to the following restrictions:

(a) The Subordinated Creditor shall not ask for, demand, sue for, accept or receive payment from Debtor or any other person or entity (except as permitted in Section 4 hereof), by set-off or in any other manner, either in whole or in part, on or with respect to, the Subordinated Indebtedness, or any security therefor, without obtaining the prior written consent of Lender;

(b) In the event of (i) any distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of Debtor or the proceeds thereof, to creditors of Debtor by reason of the liquidation, dissolution or other winding up of the business of Debtor, or (ii) any sale, receivership, insolvency or bankruptcy proceeding, or assignment for the benefit of creditors, or any proceeding by or against Debtor for any relief under any bankruptcy or insolvency laws relating to the relief of debtors, readjustment of indebtedness, reorganization, compositions or extensions, the Subordinated Creditor covenants that any payment or distribution of any kind or character, either in cash, securities or other property that shall be paid or delivered, or payable or deliverable, upon or with respect to the Subordinated Indebtedness immediately shall be paid or delivered directly to Lender for application on the Senior Indebtedness, whether or not due, until the Senior Indebtedness first shall have been fully paid and satisfied; and

(c) So long as any portion of the Senior Indebtedness remains outstanding, the Subordinated Creditor shall not enforce any judgment that it might obtain with respect to the Subordinated Indebtedness (including, without limitation, execution, attachment or foreclosure of judgment liens against any assets of Debtor or any affiliate of Debtor or any other person or entity) without obtaining the prior written consent of Lender, regardless of whether Debtor is in default of any of its obligations to the Subordinated Creditor under the Subordinated Indebtedness.

4. Permitted Payments. Notwithstanding the provisions hereof, Debtor may make, and the Subordinated Creditor may receive from Debtor, regularly scheduled payments of principal and interest to the Subordinated Creditor under the Subordinated Debt Documents, so long as (a) the Subordinated Creditor is not in breach or violation of this Agreement, and (b) no event of default, or event with which the passage of time or the giving of notice, or both, would constitute an event of default (collectively, a "Default") shall, at the time such payment is made, then exist under the Credit Agreement or any loan document executed in connection therewith, or, after giving pro forma effect to such payment, immediately thereafter shall begin to exist. Anything in this Section 4 to the contrary notwithstanding, in the event that Lender notifies the Subordinated Creditor of such breach or violation of this Agreement or that a Default has occurred or will occur under the Credit Agreement, then the Subordinated Creditor may not receive any further payments on the Subordinated Debt Documents unless and until Lender notifies Debtor and the Subordinated Creditor that a payment may be made. In the event that the Subordinated Creditor receives any such payment that is not otherwise permitted under this Section 4, the provisions of Section 6 hereof shall apply.

5. Appointment of Power of Attorney. The Subordinated Creditor hereby irrevocably authorizes, appoints, and empowers Lender to (if the Subordinated Creditor refuses to do so within two business days after request of Lender) demand, sue for, collect, and receive every such payment or distribution and give acquittance therefor and to file claims and take such other proceedings, in Lender's own name or in the name of and as attorney-in-fact for the Subordinated Creditor, as Lender may deem necessary or advisable for the enforcement of this Agreement; and the Subordinated Creditor shall execute and deliver to Lender such powers of attorney, assignments, or other instruments as may be requested by Lender to enable Lender to enforce any and all claims upon or with respect to the Subordinated Indebtedness and any security therefor and to collect and receive all payments or distributions that may be payable or deliverable at any time upon or with respect to the Subordinated Indebtedness.

6. Delivery of Payments to Lender. Except for the payments permitted pursuant to Section 4 of this Agreement, if any payment, distribution, security or proceeds thereof is received by the Subordinated Creditor upon or with respect to any indebtedness of Debtor to the Subordinated Creditor (including the Subordinated Indebtedness) prior to the satisfaction in full of the Senior Indebtedness by each Borrower, the Subordinated Creditor shall receive and hold such payment, distribution, security or proceeds in trust for Lender and immediately shall deliver the same to Lender in precisely the form received (except for the endorsement or assignment of the Subordinated Creditor where necessary), for application to the Senior Indebtedness, whether or not due, and until so delivered the same shall be held in trust by the Subordinated Creditor as property of Lender. In the event of the failure of the Subordinated Creditor to make any such endorsement or assignment, Lender, or any of its officers or employees, hereby irrevocably is constituted and appointed attorney-in-fact of the Subordinated Creditor with full power to make the same.

7. Assignment of Claims. The Subordinated Creditor shall not assign or transfer any claim, or suffer or permit the creation or attachment of any lien, claim, encumbrance, hypothecation or pledge upon any claim, that the Subordinated Creditor has or may have against Debtor, or with respect to the Subordinated Indebtedness, while any portion of the Senior Indebtedness remains unpaid, unless such assignment or transfer is made (a) expressly subject to this Agreement, and (b) upon obtaining Lender's prior written consent to such an assignment or transfer.

8. No Challenge to Senior Indebtedness or Liens. The Subordinated Creditor agrees that it will not at any time contest the validity, perfection, priority or enforceability of the Senior Indebtedness, the Credit Agreement or any security or other document executed in connection therewith, or in connection with any Refinancing, as hereinafter defined, or the liens and security interests of Lender or any Refinancing Party, as hereinafter defined, in the collateral securing the Senior Indebtedness.

9. Proceedings and Distributions.

(a) For the purposes of this Section 9, the following terms shall have the following meanings:

(i) "Proceeding" means any assignment by Debtor for the benefit of creditors, or any filing of a voluntary petition by or involuntary petition against Debtor pursuant to any chapter of the federal bankruptcy code, or any institution of a voluntary proceeding by or involuntary proceeding against Debtor under any other federal or state law relating to relief of debtors, or any appointment of a receiver, trustee or liquidator of Debtor or of all or a substantial part of its assets, or any liquidation or dissolution of Debtor, or any other marshaling of the assets and liabilities of Debtor; and

(ii) “Distributions” means, collectively, all cash securities and other properties payable or otherwise distributable on or in respect of the Subordinated Indebtedness in any Proceeding;

(b) In any Proceeding, Lender shall have the right, but not the duty, to prepare and file a proof of claim based upon the Subordinated Indebtedness and to vote and otherwise enforce and use the same in such manner as Lender shall deem advisable; provided that, if Lender fails to file such proof of claim on or before the fifth day next preceding the last day permitted for such filing, the Subordinated Creditor shall give Lender written notice of such failure and thereupon file a proof of claim, based on the Subordinated Indebtedness and giving effect to this Agreement. In each such Proceeding, the Subordinated Creditor shall, at no cost or expense to Lender, furnish such witnesses and such supporting records and other data, execute and deliver such writings, and make and do all such other and further acts and things as Lender may request; and

(c) Lender shall be entitled to receive Distributions in respect of the Subordinated Indebtedness until the Senior Indebtedness has been paid in full (including, but not limited to, all interest accruing from time to time on the Senior Indebtedness after the commencement of any Proceeding, whether or not a claim for such interest is allowable under such Proceeding). All Distributions (other than cash and bearer instruments) shall be issued in Lender’s name, and all Distributions, whatever the form thereof, shall be delivered directly to Lender. No one delivering any Distributions to Lender shall have any responsibility to follow Lender’s application thereof. If, for any reason, the Subordinated Creditor shall receive any payment of or security for or Distribution in respect of the Subordinated Indebtedness, or any part thereof, before payment in full of the Senior Indebtedness (including, but not limited to, all interest accruing from time to time on the Senior Indebtedness after the commencement of any Proceeding, whether or not a claim for such interest is allowable under such Proceeding), the Subordinated Creditor shall receive the same in trust and shall deliver the same, in the form received, directly to Lender. The Subordinated Creditor shall execute and deliver such endorsements, assignments, transfer powers and other writings in respect of the foregoing as Lender may from time to time demand, and Lender shall have the right to execute and deliver the same for and on behalf of the Subordinated Creditor and in the name of the Subordinated Creditor whenever the Subordinated Creditor omits doing so.

10. Legend. The Subordinated Notes, and any other instrument evidencing any of the Subordinated Indebtedness, or any portion thereof, shall bear the following legend (or other similar language reasonably satisfactory to Lender) on the first page thereof: “THE INDEBTEDNESS EVIDENCED BY THIS NOTE IS SUBORDINATE TO THE INDEBTEDNESS OF THE MAKER (OR ANY SUCCESSOR THERETO) TO KEYBANK NATIONAL ASSOCIATION AND ITS SUCCESSORS AND ASSIGNS PURSUANT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED NOVEMBER __, 2012, AS SUCH AGREEMENT MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED (OR ANY SUCCESSOR AGREEMENT WHICH REPLACES AND REFERENCES SUCH AGREEMENT).”

11. Representation of the Subordinated Creditor; Amendment of Subordinated Debt Documents. The Subordinated Creditor represents and warrants to Lender that, as of the date hereof, the entire indebtedness of Debtor to the Subordinated Creditor is evidenced by the Subordinated Debt Documents. Copies of all of the Subordinated Debt Documents have been delivered to Lender and a copy of the Subordinated Promissory Note #1 is attached hereto as Exhibit A and a copy of the Subordinated Promissory Note #2 is attached hereto as Exhibit B. None of the Subordinated Debt Documents may be amended or modified in any respect without the prior written consent of Lender (which consent shall not be unreasonably withheld).

12. Additional Agreements with Lender. At any time, and from time to time, Lender may enter into any agreements with one or more Borrowers as Lender may deem proper, including extending the time of payment or renewing, increasing the amount, or otherwise altering the terms of the Credit Agreement or any document executed in connection therewith or affecting the security or guaranties, if any, underlying any or all of such obligations, or may exchange, sell, or surrender or otherwise deal with any such security or guaranties, or may release any balance of funds of one or more Borrowers, with Lender, without notice to the Subordinated Creditor, and without in any way impairing or affecting this Agreement thereby.

13. Reliance by Lender on the Subordinated Creditor. The Subordinated Creditor hereby consents and covenants that all obligations and liabilities of each Borrower to Lender shall be deemed to have been made or incurred, in part, in reliance upon this Agreement.

14. Waiver of Lender's Rights. No waiver shall be deemed to be made by Lender of any of its rights hereunder unless the same shall be in writing signed on behalf of Lender. Each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of Lender or the obligations of the Subordinated Creditor to Lender in any other respect at any other time.

15. Waiver of Notice and Successors and Assigns. The undersigned hereby waive (a) notice of acceptance of this Agreement; (b) notice of the existence, creation, extension, refunding, refinancing or non-payment of all or any of the Senior Indebtedness; (c) all diligence in collection or protection of or realization upon the Senior Indebtedness, or any part thereof or any security therefor; and (d) notice of the release, waiver or cancellation of any obligors or guarantors of all or any portion of the Senior Indebtedness or any security therefor. This Agreement shall be immediately binding upon Debtor and the Subordinated Creditor, and its successors, heirs, executors, administrators and permitted assigns, and the subordination described herein shall inure to the benefit of Lender and its successors and assigns.

16. Governing Law. This Agreement shall be construed according to the laws of the State of New York, without regard to principles of conflicts of laws. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. Entire Agreement. This Agreement sets forth the entire agreement and understanding among the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature among them with respect to the subject matter hereof.

18. Nonwaiver of Payments. In the event that the Subordinated Creditor is required to pay to Lender any funds or other property that the Subordinated Creditor receives from Debtor or any of its affiliates, or in respect of the Subordinated Indebtedness other than as permitted under Section 4 hereof, Lender and Debtor acknowledge that the Subordinated Creditor shall not have waived the rights of the Subordinated Creditor to payment in full under the Subordinated Debt Documents, subject, however, to the terms of this Agreement.

19. Refinancing of Senior Indebtedness. Lender may, from time to time, without notice to the undersigned, assign or transfer any or all of the Senior Indebtedness or any interest therein or permit another person or entity (a "Refinancing Party") to extend credit to one or more Borrowers to enable any such Borrower to repay all or a portion of the Senior Indebtedness (a "Refinancing"), and, notwithstanding any such assignment, transfer or Refinancing or any subsequent assignment, transfer or Refinancing, such indebtedness shall be and remain Senior Indebtedness for the purposes of this Agreement, and every immediate and successive assignee, transferee or Refinancing Party of any of the Senior Indebtedness or of any interest therein, including, without limitation, any Refinancing Party, shall, to the extent of the interest of such assignee, transferee or Refinancing Party in the Senior Indebtedness, be entitled to the rights and benefits of this Agreement to the same extent as if such assignee, transferee or Refinancing Party were Lender, and have the same irrevocable powers of attorney granted hereunder to Lender. On and after the date of the Refinancing, (a) such Refinancing Party shall be deemed to be Lender hereunder, (b) references to the Senior Indebtedness shall be deemed to be the obligations owing to the Refinancing Party, and (c) references to the loan documents of Lender shall be deemed to refer to the loan documents of the Refinancing Party. In connection with any Refinancing, the Subordinated Creditor agrees, promptly upon request of the Refinancing Party, to correct any material defect or error that may be discovered in this Agreement, such that the Refinancing Party fails to obtain the full benefits intended by this Agreement.

20. Termination. The subordinations, agreements and priorities set forth in this Agreement shall remain in full force and effect until all of the Senior Indebtedness has been indefeasibly paid in full and all commitments to each Borrower from Lender (including any Refinancing Party) have been terminated, regardless of whether any party hereto in the future seeks to rescind, amend, terminate or reform, by litigation or otherwise, its respective agreements with any Borrower.

21. Counterparts. This Agreement may be executed in any number of counterparts, by different parties hereto on the same or separate counterparts and by facsimile signature, and each such counterpart, when executed and delivered, shall be deemed to be an original, and all of which taken together shall constitute but one and the same Agreement.

22. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed or delivered to Debtor, Lender or the Subordinated Creditor, as the case may be, addressed to the address of Debtor, Lender or the Subordinated Creditor, as the case may be, specified on the signature page of this Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two business days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt. All notices hereunder shall not be effective until received.

23. Jurisdiction and Venue. All judicial proceedings arising out of or relating to this Agreement or any obligation hereunder may be brought in any state or federal court sitting in New York County, New York, and by their respective execution and delivery of this Agreement, the undersigned accept for themselves and in connection with their properties, generally and unconditionally, the jurisdiction of the aforesaid courts and waive any defense of forum nonconveniens, and irrevocably agree to be bound by any judgment rendered thereby in connection with this Agreement.

[Remainder of page intentionally left blank.]

JURY TRIAL WAIVER THE UNDERSIGNED, TO THE EXTENT PERMITTED BY LAW, EACH HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG THE SUBORDINATED CREDITOR, DEBTOR, AND LENDER, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Subordination Agreement as of the date first set forth above.

Address: 275 Wagaraw Road
Hawthorne, NJ 07506
Attention: William Pagano

CCOM GROUP, INC.

By: _____
William Pagano
Chief Executive Officer

Address: 127 Public Square
Cleveland, Ohio 44114
Attention: KeyBank Business Capital

KEYBANK NATIONAL ASSOCIATION

By: _____
Nadine M. Eames
Vice President

Address:

Paul H. Hildebrandt, personally

Signature Page to
Subordination Agreement

EXHIBIT A

SUBORDINATED PROMISSORY NOTE #1

Please see attached.

E-1

EXHIBIT B

SUBORDINATED PROMISSORY NOTE #2

Please see attached.

E-2

SUBORDINATION AGREEMENT

This SUBORDINATION AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made and entered into, as of November __, 2012, by and among CCOM GROUP, INC., a New York corporation ("Debtor"), WILLIAM PAGANO, an individual (the "Subordinated Creditor"), and KEYBANK NATIONAL ASSOCIATION, a national banking association ("Lender").

WHEREAS, Debtor is indebted to the Subordinated Creditor pursuant to a certain Convertible Note dated July 29, 2004 in the original principal amount of One Hundred Thousand Dollars (\$100,000), with an outstanding principal balance on the date hereof of One Hundred Thousand Dollars (\$100,000) (as amended and as the same may from time to time be further amended, restated or otherwise modified or replaced, the "Subordinated Convertible Note"), that certain Promissory Note dated August 20, 2009 in the original principal amount of Thirty-Five Thousand Dollars (\$35,000), with an outstanding principal balance on the date hereof of Four Thousand Nine Hundred Fifty and 54/100 Dollars (\$4,950.54) (as the same may from time to time be amended, restated or otherwise modified or replaced, the "Subordinated Promissory Note #1"), and that certain Promissory Note dated October 24, 2012 in the original principal amount of One Hundred Thousand Dollars (\$100,000), with an outstanding principal balance on the date hereof of One Hundred Thousand Dollars (\$100,000) (as the same may from time to time be amended, restated or otherwise modified or replaced, the "Subordinated Promissory Note #2" and, together with the Subordinated Convertible Note and the Subordinated Promissory Note #1, collectively, the "Subordinated Notes");

WHEREAS, Lender has provided financial accommodations to Debtor pursuant to the Credit and Security Agreement by and among Debtor, Universal Supply Group, Inc., a New York corporation, The RAL Supply Group, Inc., a New York corporation, and S&A Supply, Inc., a New York corporation (together with their respective successors and assigns, collectively, "Borrowers" and, individually, each a "Borrower") and Lender, dated as of the 18th day of October, 2011, (as amended and as the same may from time to time be further amended, restated or otherwise modified or replaced, the "Credit Agreement");

WHEREAS, in order to induce Lender to continue to provide the financial accommodations established pursuant to the Credit Agreement, the Subordinated Creditor desires to and does hereby subordinate, in accordance with the provisions of this Agreement, the indebtedness and other obligations evidenced by the Subordinated Notes, and all other indebtedness owing from Debtor to the Subordinated Creditor, to any and all indebtedness now or hereafter owing by Debtor to Lender in accordance with the provisions of this Agreement; and

WHEREAS, this Agreement replaces that certain Subordination Agreement, dated as of October 18, 2011, by and among Debtor, the Subordinated Creditor and Lender (the "Original Subordination Agreement") in its entirety and, upon effectiveness of this Agreement, the terms and provisions of the Original Subordination Agreement shall be superseded hereby;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

“Default” means that term as defined in Section 4 hereof.

“Distributions” means that term as defined in Section 9(a)(ii) hereof.

“Proceeding” means that term as defined in Section 9(a)(i) hereof.

“Refinancing” means that term as defined in Section 19 hereof.

“Refinancing Party” means that term as defined in Section 19 hereof.

“Senior Indebtedness” means, collectively, all indebtedness and other obligations of one or more Borrowers and any of their respective affiliates to Lender, or any affiliate thereof, pursuant to the Credit Agreement and any cash management or interest rate protection arrangement with Lender, in each case, whether owing by only one Borrower or by one or more Borrowers with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by quasi-contract, or statute or other operation of law, whether incurred directly to Lender (or any affiliate of Lender) or acquired by Lender (or any affiliate of Lender) by purchase, pledge or otherwise and whether participated to or from Lender (or any affiliate of Lender) in whole or in part, including, without limitation, the loans, letters of credit and other financial accommodations granted to one or more Borrowers pursuant to the Credit Agreement, and any extensions, renewals, modifications, and amendments thereof, all accrued interest thereon, and every other liability, now or hereafter owing to Lender (or any affiliate of Lender) by any Borrower or any of their affiliates.

“Subordinated Creditor’s Conversion Right” means that term as defined in Section 4 hereof.

“Subordinated Debt Documents” means the Subordinated Notes and any additional promissory notes that may, from time to time, be entered into by Debtor and owing to the Subordinated Creditor, and any other document executed in connection therewith.

“Subordinated Indebtedness” means, collectively, all indebtedness and other obligations evidenced by the Subordinated Debt Documents and any other indebtedness or other obligations now owing, or that hereafter may become owing, from Debtor or any of its affiliates, to the Subordinated Creditor, howsoever such indebtedness and other obligations may be hereafter created, extended, renewed or evidenced.

2. Subordination of Subordinated Payments. Except as set forth herein, the Subordinated Indebtedness shall at all times and in all respects be subordinate and junior in right of payment to all Senior Indebtedness.

3. Restrictions on Subordinated Payments. Until the Senior Indebtedness shall have been indefeasibly paid in full, no payments of principal or interest, or any other amount payable in connection therewith, shall be made on or with respect to the Subordinated Indebtedness, except as permitted in Section 4 of this Agreement. In addition, until the Senior Indebtedness shall have been indefeasibly paid in full, the Subordinated Indebtedness shall be subject to the following restrictions:

(a) The Subordinated Creditor shall not ask for, demand, sue for, accept or receive payment from Debtor or any other person or entity (except as permitted in Section 4 hereof), by set-off or in any other manner, either in whole or in part, on or with respect to, the Subordinated Indebtedness, or any security therefor, without obtaining the prior written consent of Lender;

(b) In the event of (i) any distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of Debtor or the proceeds thereof, to creditors of Debtor by reason of the liquidation, dissolution or other winding up of the business of Debtor, or (ii) any sale, receivership, insolvency or bankruptcy proceeding, or assignment for the benefit of creditors, or any proceeding by or against Debtor for any relief under any bankruptcy or insolvency laws relating to the relief of debtors, readjustment of indebtedness, reorganization, compositions or extensions, the Subordinated Creditor covenants that any payment or distribution of any kind or character, either in cash, securities or other property that shall be paid or delivered, or payable or deliverable, upon or with respect to the Subordinated Indebtedness immediately shall be paid or delivered directly to Lender for application on the Senior Indebtedness, whether or not due, until the Senior Indebtedness first shall have been fully paid and satisfied; and

(c) So long as any portion of the Senior Indebtedness remains outstanding, the Subordinated Creditor shall not enforce any judgment that it might obtain with respect to the Subordinated Indebtedness (including, without limitation, execution, attachment or foreclosure of judgment liens against any assets of Debtor or any affiliate of Debtor or any other person or entity) without obtaining the prior written consent of Lender, regardless of whether Debtor is in default of any of its obligations to the Subordinated Creditor under the Subordinated Indebtedness.

4. Permitted Payments. Notwithstanding the provisions hereof, (a) Debtor may make, and the Subordinated Creditor may receive from Debtor, regularly scheduled payments of principal and interest to the Subordinated Creditor under the Subordinated Debt Documents, so long as (i) the Subordinated Creditor is not in breach or violation of this Agreement, and (ii) no event of default, or event with which the passage of time or the giving of notice, or both, would constitute an event of default (collectively, a "Default") shall, at the time such payment is made, then exist under the Credit Agreement or any loan document executed in connection therewith, or, after giving pro forma effect to such payment, immediately thereafter shall begin to exist; and (b) the Subordinated Indebtedness may be converted into stock in accordance with the terms of the Subordinated Convertible Note as in effect on the date hereof ("Subordinated Creditor's Conversion Right"). Anything in this Section 4 to the contrary notwithstanding, in the event that Lender notifies the Subordinated Creditor of such breach or violation of this Agreement or that a Default has occurred or will occur under the Credit Agreement, then the Subordinated Creditor may not receive any further payments on the Subordinated Debt Documents unless and until Lender notifies Debtor and the Subordinated Creditor that a payment may be made (provided that this shall not affect Subordinated Creditor's Conversion Right). In the event that the Subordinated Creditor receives any such payment that is not otherwise permitted under this Section 4, the provisions of Section 6 hereof shall apply.

5. Appointment of Power of Attorney. The Subordinated Creditor hereby irrevocably authorizes, appoints, and empowers Lender to (if the Subordinated Creditor refuses to do so within two business days after request of Lender) demand, sue for, collect, and receive every such payment or distribution (other than pursuant to Subordinated Creditor's Conversion Right) and give acquittance therefor and to file claims and take such other proceedings, in Lender's own name or in the name of and as attorney-in-fact for the Subordinated Creditor, as Lender may deem necessary or advisable for the enforcement of this Agreement; and the Subordinated Creditor shall execute and deliver to Lender such powers of attorney, assignments, or other instruments as may be requested by Lender to enable Lender to enforce any and all claims upon or with respect to the Subordinated Indebtedness and any security therefor and to collect and receive all payments or distributions that may be payable or deliverable at any time upon or with respect to the Subordinated Indebtedness.

6. Delivery of Payments to Lender. Except for the payments permitted pursuant to Section 4 of this Agreement, if any payment, distribution, security (other than pursuant to Subordinated Creditor's Conversion Right) or proceeds thereof is received by the Subordinated Creditor upon or with respect to any indebtedness of Debtor to the Subordinated Creditor (including the Subordinated Indebtedness) prior to the satisfaction in full of the Senior Indebtedness by each Borrower, the Subordinated Creditor shall receive and hold such payment, distribution, security or proceeds in trust for Lender and immediately shall deliver the same to Lender in precisely the form received (except for the endorsement or assignment of the Subordinated Creditor where necessary), for application to the Senior Indebtedness, whether or not due, and until so delivered the same shall be held in trust by the Subordinated Creditor as property of Lender. In the event of the failure of the Subordinated Creditor to make any such endorsement or assignment, Lender, or any of its officers or employees, hereby irrevocably is constituted and appointed attorney-in-fact of the Subordinated Creditor with full power to make the same.

7. Assignment of Claims. The Subordinated Creditor shall not assign or transfer any claim, or suffer or permit the creation or attachment of any lien, claim, encumbrance, hypothecation or pledge upon any claim, that the Subordinated Creditor has or may have against Debtor, or with respect to the Subordinated Indebtedness, while any portion of the Senior Indebtedness remains unpaid, unless such assignment or transfer is made (a) expressly subject to this Agreement, and (b) upon obtaining Lender's prior written consent to such an assignment or transfer.

8. No Challenge to Senior Indebtedness or Liens. The Subordinated Creditor agrees that it will not at any time contest the validity, perfection, priority or enforceability of the Senior Indebtedness, the Credit Agreement or any security or other document executed in connection therewith, or in connection with any Refinancing, as hereinafter defined, or the liens and security interests of Lender or any Refinancing Party, as hereinafter defined, in the collateral securing the Senior Indebtedness.

9. Proceedings and Distributions.

(a) For the purposes of this Section 9, the following terms shall have the following meanings:

(i) “Proceeding” means any assignment by Debtor for the benefit of creditors, or any filing of a voluntary petition by or involuntary petition against Debtor pursuant to any chapter of the federal bankruptcy code, or any institution of a voluntary proceeding by or involuntary proceeding against Debtor under any other federal or state law relating to relief of debtors, or any appointment of a receiver, trustee or liquidator of Debtor or of all or a substantial part of its assets, or any liquidation or dissolution of Debtor, or any other marshaling of the assets and liabilities of Debtor; and

(ii) “Distributions” means, collectively, all cash securities and other properties payable or otherwise distributable on or in respect of the Subordinated Indebtedness in any Proceeding;

(b) In any Proceeding, Lender shall have the right, but not the duty, to prepare and file a proof of claim based upon the Subordinated Indebtedness and to vote and otherwise enforce and use the same in such manner as Lender shall deem advisable; provided that, if Lender fails to file such proof of claim on or before the fifth day next preceding the last day permitted for such filing, the Subordinated Creditor shall give Lender written notice of such failure and thereupon file a proof of claim, based on the Subordinated Indebtedness and giving effect to this Agreement. In each such Proceeding, the Subordinated Creditor shall, at no cost or expense to Lender, furnish such witnesses and such supporting records and other data, execute and deliver such writings, and make and do all such other and further acts and things as Lender may request; and

(c) Lender shall be entitled to receive Distributions in respect of the Subordinated Indebtedness until the Senior Indebtedness has been paid in full (including, but not limited to, all interest accruing from time to time on the Senior Indebtedness after the commencement of any Proceeding, whether or not a claim for such interest is allowable under such Proceeding). All Distributions (other than cash and bearer instruments) shall be issued in Lender’s name, and all Distributions, whatever the form thereof, shall be delivered directly to Lender. No one delivering any Distributions to Lender shall have any responsibility to follow Lender’s application thereof. If, for any reason, the Subordinated Creditor shall receive any payment of or security for or Distribution in respect of the Subordinated Indebtedness, or any part thereof, before payment in full of the Senior Indebtedness (including, but not limited to, all interest accruing from time to time on the Senior Indebtedness after the commencement of any Proceeding, whether or not a claim for such interest is allowable under such Proceeding), the Subordinated Creditor shall receive the same in trust and shall deliver the same, in the form received, directly to Lender. The Subordinated Creditor shall execute and deliver such endorsements, assignments, transfer powers and other writings in respect of the foregoing as Lender may from time to time demand, and Lender shall have the right to execute and deliver the same for and on behalf of the Subordinated Creditor and in the name of the Subordinated Creditor whenever the Subordinated Creditor omits doing so.

10. Legend. The Subordinated Notes, and any other instrument evidencing any of the Subordinated Indebtedness, or any portion thereof, shall bear the following legend (or other similar language reasonably satisfactory to Lender) on the first page thereof: “THE INDEBTEDNESS EVIDENCED BY THIS NOTE IS SUBORDINATE TO THE INDEBTEDNESS OF THE MAKER (OR ANY SUCCESSOR THERETO) TO KEYBANK NATIONAL ASSOCIATION AND ITS SUCCESSORS AND ASSIGNS PURSUANT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED NOVEMBER __, 2012, AS SUCH AGREEMENT MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED (OR ANY SUCCESSOR AGREEMENT WHICH REPLACES AND REFERENCES SUCH AGREEMENT).”

11. Representation of the Subordinated Creditor; Amendment of Subordinated Debt Documents. The Subordinated Creditor represents and warrants to Lender that, as of the date hereof, the entire indebtedness of Debtor to the Subordinated Creditor is evidenced by the Subordinated Debt Documents. Copies of all of the Subordinated Debt Documents have been delivered to Lender and a copy of the Subordinated Convertible Note is attached hereto as Exhibit A, a copy of the Subordinated Promissory Note #1 is attached hereto as Exhibit B and a copy of the Subordinated Promissory Note #2 is attached hereto as Exhibit C. None of the Subordinated Debt Documents may be amended or modified in any respect without the prior written consent of Lender (which consent shall not be unreasonably withheld).

12. Additional Agreements with Lender. At any time, and from time to time, Lender may enter into any agreements with one or more Borrowers as Lender may deem proper, including extending the time of payment or renewing, increasing the amount, or otherwise altering the terms of the Credit Agreement or any document executed in connection therewith or affecting the security or guaranties, if any, underlying any or all of such obligations, or may exchange, sell, or surrender or otherwise deal with any such security or guaranties, or may release any balance of funds of one or more Borrowers, with Lender, without notice to the Subordinated Creditor, and without in any way impairing or affecting this Agreement thereby.

13. Reliance by Lender on the Subordinated Creditor. The Subordinated Creditor hereby consents and covenants that all obligations and liabilities of each Borrower to Lender shall be deemed to have been made or incurred, in part, in reliance upon this Agreement.

14. Waiver of Lender's Rights. No waiver shall be deemed to be made by Lender of any of its rights hereunder unless the same shall be in writing signed on behalf of Lender. Each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of Lender or the obligations of the Subordinated Creditor to Lender in any other respect at any other time.

15. Waiver of Notice and Successors and Assigns. The undersigned hereby waive (a) notice of acceptance of this Agreement; (b) notice of the existence, creation, extension, refunding, refinancing or non-payment of all or any of the Senior Indebtedness; (c) all diligence in collection or protection of or realization upon the Senior Indebtedness, or any part thereof or any security therefor; and (d) notice of the release, waiver or cancellation of any obligors or guarantors of all or any portion of the Senior Indebtedness or any security therefor. This Agreement shall be immediately binding upon Debtor and the Subordinated Creditor, and its successors, heirs, executors, administrators and permitted assigns, and the subordination described herein shall inure to the benefit of Lender and its successors and assigns.

16. Governing Law. This Agreement shall be construed according to the laws of the State of New York, without regard to principles of conflicts of laws. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. Entire Agreement. This Agreement sets forth the entire agreement and understanding among the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature among them with respect to the subject matter hereof.

18. Nonwaiver of Payments. In the event that the Subordinated Creditor is required to pay to Lender any funds or other property that the Subordinated Creditor receives from Debtor or any of its affiliates, or in respect of the Subordinated Indebtedness other than as permitted under Section 4 hereof, Lender and Debtor acknowledge that the Subordinated Creditor shall not have waived the rights of the Subordinated Creditor to payment in full under the Subordinated Debt Documents, subject, however, to the terms of this Agreement.

19. Refinancing of Senior Indebtedness. Lender may, from time to time, without notice to the undersigned, assign or transfer any or all of the Senior Indebtedness or any interest therein or permit another person or entity (a "Refinancing Party") to extend credit to one or more Borrowers to enable any such Borrower to repay all or a portion of the Senior Indebtedness (a "Refinancing"), and, notwithstanding any such assignment, transfer or Refinancing or any subsequent assignment, transfer or Refinancing, such indebtedness shall be and remain Senior Indebtedness for the purposes of this Agreement, and every immediate and successive assignee, transferee or Refinancing Party of any of the Senior Indebtedness or of any interest therein, including, without limitation, any Refinancing Party, shall, to the extent of the interest of such assignee, transferee or Refinancing Party in the Senior Indebtedness, be entitled to the rights and benefits of this Agreement to the same extent as if such assignee, transferee or Refinancing Party were Lender, and have the same irrevocable powers of attorney granted hereunder to Lender. On and after the date of the Refinancing, (a) such Refinancing Party shall be deemed to be Lender hereunder, (b) references to the Senior Indebtedness shall be deemed to be the obligations owing to the Refinancing Party, and (c) references to the loan documents of Lender shall be deemed to refer to the loan documents of the Refinancing Party. In connection with any Refinancing, the Subordinated Creditor agrees, promptly upon request of the Refinancing Party, to correct any material defect or error that may be discovered in this Agreement, such that the Refinancing Party fails to obtain the full benefits intended by this Agreement.

20. Termination. The subordinations, agreements and priorities set forth in this Agreement shall remain in full force and effect until all of the Senior Indebtedness has been indefeasibly paid in full and all commitments to each Borrower from Lender (including any Refinancing Party) have been terminated, regardless of whether any party hereto in the future seeks to rescind, amend, terminate or reform, by litigation or otherwise, its respective agreements with any Borrower.

21. Counterparts. This Agreement may be executed in any number of counterparts, by different parties hereto on the same or separate counterparts and by facsimile signature, and each such counterpart, when executed and delivered, shall be deemed to be an original, and all of which taken together shall constitute but one and the same Agreement.

22. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed or delivered to Debtor, Lender or the Subordinated Creditor, as the case may be, addressed to the address of Debtor, Lender or the Subordinated Creditor, as the case may be, specified on the signature page of this Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two business days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt. All notices hereunder shall not be effective until received.

23. Jurisdiction and Venue. All judicial proceedings arising out of or relating to this Agreement or any obligation hereunder may be brought in any state or federal court sitting in New York County, New York, and by their respective execution and delivery of this Agreement, the undersigned accept for themselves and in connection with their properties, generally and unconditionally, the jurisdiction of the aforesaid courts and waive any defense of forum nonconveniens, and irrevocably agree to be bound by any judgment rendered thereby in connection with this Agreement.

[Remainder of page intentionally left blank.]

JURY TRIAL WAIVER THE UNDERSIGNED, TO THE EXTENT PERMITTED BY LAW, EACH HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG TH SUBORDINATED CREDITOR, DEBTOR, AND LENDER, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Subordination Agreement as of the date first set forth above.

Address: 275 Wagaraw Road
Hawthorne, NJ 07506
Attention: William Pagano

CCOM GROUP, INC.

By: _____
William Pagano
Chief Executive Officer

Address: 127 Public Square
Cleveland, Ohio 44114
Attention: KeyBank Business Capital

KEYBANK NATIONAL ASSOCIATION

By: _____
Nadine M. Eames
Vice President

Address (Home):

William Pagano, personally

Signature Page to
Subordination Agreement

EXHIBIT A
SUBORDINATED CONVERTIBLE NOTE

Please see attached.

E-1

EXHIBIT B

SUBORDINATED PROMISSORY NOTE #1

Please see attached.

E-2

EXHIBIT C

SUBORDINATED PROMISSORY NOTE #2

Please see attached.

E-3

Principal Sum: \$500,000

Investor: Michael Goldman

Maturity Date: March 8, 2013

Dated: December 10, 2012

PROMISSORY NOTE

CCOM GROUP, INC., a New York corporation (hereinafter called the "Company"), hereby promises to pay to the order of Holder the Principal Sum on the Maturity Date.

1. This Promissory Note shall accrue interest at the annual rate of 4%.
2. This Promissory Note may be pre-paid in full or part without penalty at the sole option of the Company.
3. Subordination.
 - a. The Company's indebtedness to Holder under this Promissory Note shall be subordinate to indebtedness to Senior Lenders (as hereinafter defined) to the fullest extent from time to time requested by the Senior Lenders. "Senior Lenders" means (i) Keybank National Association ("KeyBank") or any lender that at time refinances any indebtedness of the Company to KeyBank or any Senior Lender and (ii) Goodman Company, L.P., Goodman Manufacturing Company, L.P. and Goodman Sales Company.
 - b. Holder hereby accepts the terms of any subordination agreement and inter-creditor and other agreements that are at any time or times proposed by the Senior Lenders as to such subordination, with the same force and effect as if Holder had directly signed such subordination and inter-creditor and other agreements. Without limiting the generality of the foregoing, Holder hereby irrevocably appoints William Pagano as Holder's attorney in fact to execute and deliver such agreements in the name of Holder and on its behalf.
4. Events of Default, Change of Control, and Acceleration of the Promissory Note.
 - a. A default with respect to this Promissory Note shall exist if any of the following shall occur:
 - i. The Company shall fail to make any payment of principal or interest when due, or the Company shall otherwise breach any other provision of this Promissory Note, and such failure to make payment or such other breach shall continue for 20 business days after written notice by Holder to the Company.
 - ii. A receiver, liquidator or trustee of the Company or of a substantial part of its properties shall be appointed by court order and such order shall remain in effect for more than 45 calendar days; or the Company shall be adjudicated bankrupt or insolvent; or a substantial part of the property of the Company shall be sequestered by court order and such order shall remain in effect for more than 45 calendar days; or a petition to reorganize the Company under any bankruptcy, reorganization or insolvency law shall be filed against the Company and shall not be dismissed within 45 calendar days after such filing.

- iii. The Company shall file a petition in voluntary bankruptcy or request reorganization under any provision of any bankruptcy, reorganization or insolvency law, or shall consent to the filing of any petition against it under any such law.
 - iv. The Company shall have defaulted in respect of any obligation for borrowed money and the lender in respect thereof shall have accelerated or shall have purported to accelerate the maturity thereof; or
 - v. The Company shall make an assignment for the benefit of its creditors or consent to the making of any such assignment, or admit in writing its inability to pay its debts generally as they become due, or consent to the appointment of a receiver, trustee or liquidator of the Company, or of all or any substantial part of its properties.
- b. If a default shall occur and be continuing, the Holder may, in addition to such Holder's other remedies, by written notice to the Company (an "Acceleration Notice"), declare the principal amount of this Promissory Note to be due and payable immediately. Upon any such declaration, such amount shall become immediately due and payable.

5. MISCELLANEOUS.

- a. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by telegram, by facsimile, recognized overnight mail carrier, telex or other standard form of telecommunications, or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows: (a) if to the Holder, to such address as such Holder shall furnish to the Company in accordance with this Section, or (b) if to the Company, to it at its headquarters office, or to such other address as the Company shall furnish to the Holder in accordance with this Section.
 - b. This Promissory Note shall be governed and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such state, without regard to choice or conflict of laws principles that would defer to the substantive laws of any other jurisdiction.
-

- c. All disputes hereunder shall be resolved exclusively by the Federal and State courts in Passaic County, New Jersey.
- d. The Holder of this Promissory Note shall be entitled to recover its reasonable legal and actual costs of collecting on this Promissory Note, and such costs shall be deemed added to the principal amount this Promissory Note.
- e. The Company waives protest, notice of protest, presentment, dishonor, notice of dishonor and demand.
- f. This Promissory Note may not be changed or terminated orally.
- g. This Promissory Note may be executed and delivered by facsimile or portable document format and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- h. The Section headings in this Promissory Note are for convenience only.

IN WITNESS WHEREOF, the Company has caused this Promissory Note to be duly executed on the date set forth above.

CCOM GROUP, INC.

By: _____

Name: William Pagano

Title: Chief Executive Officer

Michael Goldman, personally

SUBORDINATION AGREEMENT

This SUBORDINATION AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made and entered into, as of December 10, 2012, by and among CCOM GROUP, INC., a New York corporation ("Debtor"), MICHAEL GOLDMAN, an individual (the "Subordinated Creditor"), and KEYBANK NATIONAL ASSOCIATION, a national banking association ("Lender").

WHEREAS, Debtor is, contemporaneously herewith, incurring indebtedness to the Subordinated Creditor pursuant to a certain Subordinated Promissory Note dated December 10, 2012 in the original principal amount of Five Hundred Thousand Dollars (\$500,000) (as the same may from time to time be amended, restated or otherwise modified or replaced, the "Subordinated Note");

WHEREAS, Lender has provided financial accommodations to Debtor pursuant to the Credit and Security Agreement by and among Debtor, Universal Supply Group, Inc., a New York corporation, The RAL Supply Group, Inc., a New York corporation, and S&A Supply, Inc., a New York corporation (together with their respective successors and assigns, collectively, "Borrowers" and, individually, each a "Borrower") and Lender, dated as of the 18th day of October, 2011, (as amended and as the same may from time to time be further amended, restated or otherwise modified or replaced, the "Credit Agreement"); and

WHEREAS, in order to induce Lender to continue to provide the financial accommodations established pursuant to the Credit Agreement, the Subordinated Creditor desires to and does hereby subordinate, in accordance with the provisions of this Agreement, the indebtedness and other obligations evidenced by the Subordinated Note, and all other indebtedness owing from Debtor to the Subordinated Creditor, to any and all indebtedness now or hereafter owing by Debtor to Lender in accordance with the provisions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Default" means that term as defined in Section 4 hereof.

"Distributions" means that term as defined in Section 9(a)(ii) hereof.

"Proceeding" means that term as defined in Section 9(a)(i) hereof.

"Refinancing" means that term as defined in Section 19 hereof.

"Refinancing Party" means that term as defined in Section 19 hereof.

“Senior Indebtedness” means, collectively, all indebtedness and other obligations of one or more Borrowers and any of their respective affiliates to Lender, or any affiliate thereof, pursuant to the Credit Agreement and any cash management or interest rate protection arrangement with Lender, in each case, whether owing by only one Borrower or by one or more Borrowers with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by quasi-contract, or statute or other operation of law, whether incurred directly to Lender (or any affiliate of Lender) or acquired by Lender (or any affiliate of Lender) by purchase, pledge or otherwise and whether participated to or from Lender (or any affiliate of Lender) in whole or in part, including, without limitation, the loans, letters of credit and other financial accommodations granted to one or more Borrowers pursuant to the Credit Agreement, and any extensions, renewals, modifications, and amendments thereof, all accrued interest thereon, and every other liability, now or hereafter owing to Lender (or any affiliate of Lender) by any Borrower or any of their affiliates.

“Subordinated Debt Documents” means the Subordinated Note and any additional promissory notes that may, from time to time, be entered into by Debtor and owing to the Subordinated Creditor, and any other document executed in connection therewith.

“Subordinated Indebtedness” means, collectively, all indebtedness and other obligations evidenced by the Subordinated Debt Documents and any other indebtedness or other obligations now owing, or that hereafter may become owing, from Debtor or any of its affiliates, to the Subordinated Creditor, howsoever such indebtedness and other obligations may be hereafter created, extended, renewed or evidenced.

2. Subordination of Subordinated Payments. Except as set forth herein, the Subordinated Indebtedness shall at all times and in all respects be subordinate and junior in right of payment to all Senior Indebtedness.

3. Restrictions on Subordinated Payments. Until the Senior Indebtedness shall have been indefeasibly paid in full, no payments of principal or interest, or any other amount payable in connection therewith, shall be made on or with respect to the Subordinated Indebtedness, except as permitted in Section 4 of this Agreement. In addition, until the Senior Indebtedness shall have been indefeasibly paid in full, the Subordinated Indebtedness shall be subject to the following restrictions:

(a) The Subordinated Creditor shall not ask for, demand, sue for, accept or receive payment from Debtor or any other person or entity (except as permitted in Section 4 hereof), by set-off or in any other manner, either in whole or in part, on or with respect to, the Subordinated Indebtedness, or any security therefor, without obtaining the prior written consent of Lender;

(b) In the event of (i) any distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of Debtor or the proceeds thereof, to creditors of Debtor by reason of the liquidation, dissolution or other winding up of the business of Debtor, or (ii) any sale, receivership, insolvency or bankruptcy proceeding, or assignment for the benefit of creditors, or any proceeding by or against Debtor for any relief under any bankruptcy or insolvency laws relating to the relief of debtors, readjustment of indebtedness, reorganization, compositions or extensions, the Subordinated Creditor covenants that any payment or distribution of any kind or character, either in cash, securities or other property that shall be paid or delivered, or payable or deliverable, upon or with respect to the Subordinated Indebtedness immediately shall be paid or delivered directly to Lender for application on the Senior Indebtedness, whether or not due, until the Senior Indebtedness first shall have been fully paid and satisfied; and

(c) So long as any portion of the Senior Indebtedness remains outstanding, the Subordinated Creditor shall not enforce any judgment that it might obtain with respect to the Subordinated Indebtedness (including, without limitation, execution, attachment or foreclosure of judgment liens against any assets of Debtor or any affiliate of Debtor or any other person or entity) without obtaining the prior written consent of Lender, regardless of whether Debtor is in default of any of its obligations to the Subordinated Creditor under the Subordinated Indebtedness.

4. Permitted Payments. Notwithstanding the provisions hereof, Debtor may make, and the Subordinated Creditor may receive from Debtor, regularly scheduled payments of principal and interest to the Subordinated Creditor under the Subordinated Debt Documents, so long as (a) the Subordinated Creditor is not in breach or violation of this Agreement, and (b) no event of default, or event with which the passage of time or the giving of notice, or both, would constitute an event of default (collectively, a "Default") shall, at the time such payment is made, then exist under the Credit Agreement or any loan document executed in connection therewith, or, after giving pro forma effect to such payment, immediately thereafter shall begin to exist. Anything in this Section 4 to the contrary notwithstanding, in the event that Lender notifies the Subordinated Creditor of such breach or violation of this Agreement or that a Default has occurred or will occur under the Credit Agreement, then the Subordinated Creditor may not receive any further payments on the Subordinated Debt Documents unless and until Lender notifies Debtor and the Subordinated Creditor that a payment may be made. In the event that the Subordinated Creditor receives any such payment that is not otherwise permitted under this Section 4, the provisions of Section 6 hereof shall apply.

5. Appointment of Power of Attorney. The Subordinated Creditor hereby irrevocably authorizes, appoints, and empowers Lender to (if the Subordinated Creditor refuses to do so within two business days after request of Lender) demand, sue for, collect, and receive every such payment or distribution and give acquittance therefor and to file claims and take such other proceedings, in Lender's own name or in the name of and as attorney-in-fact for the Subordinated Creditor, as Lender may deem necessary or advisable for the enforcement of this Agreement; and the Subordinated Creditor shall execute and deliver to Lender such powers of attorney, assignments, or other instruments as may be requested by Lender to enable Lender to enforce any and all claims upon or with respect to the Subordinated Indebtedness and any security therefor and to collect and receive all payments or distributions that may be payable or deliverable at any time upon or with respect to the Subordinated Indebtedness.

6. Delivery of Payments to Lender. Except for the payments permitted pursuant to Section 4 of this Agreement, if any payment, distribution, security or proceeds thereof is received by the Subordinated Creditor upon or with respect to any indebtedness of Debtor to the Subordinated Creditor (including the Subordinated Indebtedness) prior to the satisfaction in full of the Senior Indebtedness by each Borrower, the Subordinated Creditor shall receive and hold such payment, distribution, security or proceeds in trust for Lender and immediately shall deliver the same to Lender in precisely the form received (except for the endorsement or assignment of the Subordinated Creditor where necessary), for application to the Senior Indebtedness, whether or not due, and until so delivered the same shall be held in trust by the Subordinated Creditor as property of Lender. In the event of the failure of the Subordinated Creditor to make any such endorsement or assignment, Lender, or any of its officers or employees, hereby irrevocably is constituted and appointed attorney-in-fact of the Subordinated Creditor with full power to make the same.

7. Assignment of Claims. The Subordinated Creditor shall not assign or transfer any claim, or suffer or permit the creation or attachment of any lien, claim, encumbrance, hypothecation or pledge upon any claim, that the Subordinated Creditor has or may have against Debtor, or with respect to the Subordinated Indebtedness, while any portion of the Senior Indebtedness remains unpaid, unless such assignment or transfer is made (a) expressly subject to this Agreement, and (b) upon obtaining Lender's prior written consent to such an assignment or transfer.

8. No Challenge to Senior Indebtedness or Liens. The Subordinated Creditor agrees that it will not at any time contest the validity, perfection, priority or enforceability of the Senior Indebtedness, the Credit Agreement or any security or other document executed in connection therewith, or in connection with any Refinancing, as hereinafter defined, or the liens and security interests of Lender or any Refinancing Party, as hereinafter defined, in the collateral securing the Senior Indebtedness.

9. Proceedings and Distributions.

(a) For the purposes of this Section 9, the following terms shall have the following meanings:

(i) "Proceeding" means any assignment by Debtor for the benefit of creditors, or any filing of a voluntary petition by or involuntary petition against Debtor pursuant to any chapter of the federal bankruptcy code, or any institution of a voluntary proceeding by or involuntary proceeding against Debtor under any other federal or state law relating to relief of debtors, or any appointment of a receiver, trustee or liquidator of Debtor or of all or a substantial part of its assets, or any liquidation or dissolution of Debtor, or any other marshaling of the assets and liabilities of Debtor; and

(ii) "Distributions" means, collectively, all cash securities and other properties payable or otherwise distributable on or in respect of the Subordinated Indebtedness in any Proceeding;

(b) In any Proceeding, Lender shall have the right, but not the duty, to prepare and file a proof of claim based upon the Subordinated Indebtedness and to vote and otherwise enforce and use the same in such manner as Lender shall deem advisable; provided that, if Lender fails to file such proof of claim on or before the fifth day next preceding the last day permitted for such filing, the Subordinated Creditor shall give Lender written notice of such failure and thereupon file a proof of claim, based on the Subordinated Indebtedness and giving effect to this Agreement. In each such Proceeding, the Subordinated Creditor shall, at no cost or expense to Lender, furnish such witnesses and such supporting records and other data, execute and deliver such writings, and make and do all such other and further acts and things as Lender may request; and

(c) Lender shall be entitled to receive Distributions in respect of the Subordinated Indebtedness until the Senior Indebtedness has been paid in full (including, but not limited to, all interest accruing from time to time on the Senior Indebtedness after the commencement of any Proceeding, whether or not a claim for such interest is allowable under such Proceeding). All Distributions (other than cash and bearer instruments) shall be issued in Lender's name, and all Distributions, whatever the form thereof, shall be delivered directly to Lender. No one delivering any Distributions to Lender shall have any responsibility to follow Lender's application thereof. If, for any reason, the Subordinated Creditor shall receive any payment of or security for or Distribution in respect of the Subordinated Indebtedness, or any part thereof, before payment in full of the Senior Indebtedness (including, but not limited to, all interest accruing from time to time on the Senior Indebtedness after the commencement of any Proceeding, whether or not a claim for such interest is allowable under such Proceeding), the Subordinated Creditor shall receive the same in trust and shall deliver the same, in the form received, directly to Lender. The Subordinated Creditor shall execute and deliver such endorsements, assignments, transfer powers and other writings in respect of the foregoing as Lender may from time to time demand, and Lender shall have the right to execute and deliver the same for and on behalf of the Subordinated Creditor and in the name of the Subordinated Creditor whenever the Subordinated Creditor omits doing so.

10. Legend. The Subordinated Note, and any other instrument evidencing any of the Subordinated Indebtedness, or any portion thereof, shall bear the following legend (or other similar language reasonably satisfactory to Lender) on the first page thereof: "THE INDEBTEDNESS EVIDENCED BY THIS NOTE IS SUBORDINATE TO THE INDEBTEDNESS OF THE MAKER (OR ANY SUCCESSOR THERETO) TO KEYBANK NATIONAL ASSOCIATION AND ITS SUCCESSORS AND ASSIGNS PURSUANT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED DECEMBER 7, 2012, AS SUCH AGREEMENT MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED (OR ANY SUCCESSOR AGREEMENT WHICH REPLACES AND REFERENCES SUCH AGREEMENT)."

11. Representation of the Subordinated Creditor; Amendment of Subordinated Debt Documents . The Subordinated Creditor represents and warrants to Lender that, as of the date hereof, the entire indebtedness of Debtor to the Subordinated Creditor is evidenced by the Subordinated Debt Documents. Copies of all of the Subordinated Debt Documents have been delivered to Lender and a copy of the Subordinated Note is attached hereto as Exhibit A. None of the Subordinated Debt Documents may be amended or modified in any respect without the prior written consent of Lender (which consent shall not be unreasonably withheld).

12. Additional Agreements with Lender. At any time, and from time to time, Lender may enter into any agreements with one or more Borrowers as Lender may deem proper, including extending the time of payment or renewing, increasing the amount, or otherwise altering the terms of the Credit Agreement or any document executed in connection therewith or affecting the security or guaranties, if any, underlying any or all of such obligations, or may exchange, sell, or surrender or otherwise deal with any such security or guaranties, or may release any balance of funds of one or more Borrowers, with Lender, without notice to the Subordinated Creditor, and without in any way impairing or affecting this Agreement thereby.

13. Reliance by Lender on the Subordinated Creditor. The Subordinated Creditor hereby consents and covenants that all obligations and liabilities of each Borrower to Lender shall be deemed to have been made or incurred, in part, in reliance upon this Agreement.

14. Waiver of Lender's Rights. No waiver shall be deemed to be made by Lender of any of its rights hereunder unless the same shall be in writing signed on behalf of Lender. Each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of Lender or the obligations of the Subordinated Creditor to Lender in any other respect at any other time.

15. Waiver of Notice and Successors and Assigns. The undersigned hereby waive (a) notice of acceptance of this Agreement; (b) notice of the existence, creation, extension, refunding, refinancing or non-payment of all or any of the Senior Indebtedness; (c) all diligence in collection or protection of or realization upon the Senior Indebtedness, or any part thereof or any security therefor; and (d) notice of the release, waiver or cancellation of any obligors or guarantors of all or any portion of the Senior Indebtedness or any security therefor. This Agreement shall be immediately binding upon Debtor and the Subordinated Creditor, and its successors, heirs, executors, administrators and permitted assigns, and the subordination described herein shall inure to the benefit of Lender and its successors and assigns.

16. Governing Law. This Agreement shall be construed according to the laws of the State of New York, without regard to principles of conflicts of laws. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. Entire Agreement. This Agreement sets forth the entire agreement and understanding among the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature among them with respect to the subject matter hereof.

18. Nonwaiver of Payments. In the event that the Subordinated Creditor is required to pay to Lender any funds or other property that the Subordinated Creditor receives from Debtor or any of its affiliates, or in respect of the Subordinated Indebtedness other than as permitted under Section 4 hereof, Lender and Debtor acknowledge that the Subordinated Creditor shall not have waived the rights of the Subordinated Creditor to payment in full under the Subordinated Debt Documents, subject, however, to the terms of this Agreement.

19. Refinancing of Senior Indebtedness. Lender may, from time to time, without notice to the undersigned, assign or transfer any or all of the Senior Indebtedness or any interest therein or permit another person or entity (a "Refinancing Party") to extend credit to one or more Borrowers to enable any such Borrower to repay all or a portion of the Senior Indebtedness (a "Refinancing"), and, notwithstanding any such assignment, transfer or Refinancing or any subsequent assignment, transfer or Refinancing, such indebtedness shall be and remain Senior Indebtedness for the purposes of this Agreement, and every immediate and successive assignee, transferee or Refinancing Party of any of the Senior Indebtedness or of any interest therein, including, without limitation, any Refinancing Party, shall, to the extent of the interest of such assignee, transferee or Refinancing Party in the Senior Indebtedness, be entitled to the rights and benefits of this Agreement to the same extent as if such assignee, transferee or Refinancing Party were Lender, and have the same irrevocable powers of attorney granted hereunder to Lender. On and after the date of the Refinancing, (a) such Refinancing Party shall be deemed to be Lender hereunder, (b) references to the Senior Indebtedness shall be deemed to be the obligations owing to the Refinancing Party, and (c) references to the loan documents of Lender shall be deemed to refer to the loan documents of the Refinancing Party. In connection with any Refinancing, the Subordinated Creditor agrees, promptly upon request of the Refinancing Party, to correct any material defect or error that may be discovered in this Agreement, such that the Refinancing Party fails to obtain the full benefits intended by this Agreement.

20. Termination. The subordinations, agreements and priorities set forth in this Agreement shall remain in full force and effect until all of the Senior Indebtedness has been indefeasibly paid in full and all commitments to each Borrower from Lender (including any Refinancing Party) have been terminated, regardless of whether any party hereto in the future seeks to rescind, amend, terminate or reform, by litigation or otherwise, its respective agreements with any Borrower.

21. Counterparts. This Agreement may be executed in any number of counterparts, by different parties hereto on the same or separate counterparts and by facsimile signature, and each such counterpart, when executed and delivered, shall be deemed to be an original, and all of which taken together shall constitute but one and the same Agreement.

22. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed or delivered to Debtor, Lender or the Subordinated Creditor, as the case may be, addressed to the address of Debtor, Lender or the Subordinated Creditor, as the case may be, specified on the signature page of this Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two business days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt. All notices hereunder shall not be effective until received.

23. Jurisdiction and Venue. All judicial proceedings arising out of or relating to this Agreement or any obligation hereunder may be brought in any state or federal court sitting in New York County, New York, and by their respective execution and delivery of this Agreement, the undersigned accept for themselves and in connection with their properties, generally and unconditionally, the jurisdiction of the aforesaid courts and waive any defense of forum nonconveniens, and irrevocably agree to be bound by any judgment rendered thereby in connection with this Agreement.

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JURY TRIAL WAIVER THE UNDERSIGNED, TO THE EXTENT PERMITTED BY LAW, EACH HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG TH SUBORDINATED CREDITOR, DEBTOR, AND LENDER, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Subordination Agreement as of the date first set forth above.

Address: 275 Wagaraw Road
Hawthorne, NJ 07506
Attention: William Pagano

CCOM GROUP, INC.

By: _____
William Pagano
Chief Executive Officer

Address: 127 Public Square
Cleveland, Ohio 44114
Attention: KeyBank Business Capital

KEYBANK NATIONAL ASSOCIATION

By: _____
Nadine M. Eames
Vice President

Address: _____

Michael Goldman, personally

Signature Page to
Subordination Agreement

EXHIBIT A
SUBORDINATED NOTE

Please see attached.

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