

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**

February 14, 2013

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

The information set forth in Item 5.02 is incorporated herein by reference.

ITEM 5.02. DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

On February 14, 2013 and effective as of the close of business on February 15, 2013, Mr. William Pagano resigned as the Chief Executive Officer of CCOM Group, Inc. (the "Company") and Mr. Michael Goldman was elected as Chief Executive Officer of the Company.

On February 15, 2013 the Company entered into a two-year consulting agreement with Mr. Pagano for a \$60,000 annual fee.

Mr. Goldman has been a director of the Company since September 29, 2004 and was appointed Chairman of the Board on April 17, 2006. He continues to serve as Chairman of the Company in addition to his new position as Chief Executive Officer.

Mr. Goldman will continue to receive a \$72,000 annual fee for serving as Chairman of the Board of Directors, consisting of an annual retainer of \$68,000 and a fee of \$1,000 for each meeting of the Board limited to \$4,000 per annum. The fees are payable in advance in four equal quarterly installments.

Mr. Goldman has served as the Chief Executive Officer and Chairman of the Board of Directors of Goldman Associates of New York, Inc. ("Goldman Associates") for more than five years and continues to serve in these positions. He is a Certified Public Accountant and holds a B.S. in Accounting from Brooklyn College and an M.B.A. in Management from Syracuse University. He is 74 years old.

On March 1, 2012, the Company borrowed \$350,000 from Goldman Associates. Interest accrued on the loan at 4% per annum and the loan was repaid in full on May 16, 2012.

On May 17, 2012, the Company borrowed \$500,000 from Goldman Associates. Interest accrued on the loan at 4% per annum and the loan was repaid in full on August 10, 2012.

On August 28, 2012, the Company borrowed \$350,000 from Goldman Associates. On November 1, 2012, Goldman Associates assigned its rights under the \$350,000 loan to Michael Goldman. Interest accrued on the loan at 4% per annum and the loan was repaid in full on November 21, 2012.

On October 24, 2012, the Company borrowed \$350,000 from Goldman Associates. Interest accrues at 8% per annum and the loan is to be amortized in full in equal monthly installments commencing April 2013 and ending March 2018, applied first to accrued interest and then to principal.

On December 10, 2012, the Company borrowed \$500,000 from Michael Goldman. Interest accrued on the loan at 4% per annum and the loan was repaid in full on January 31, 2013.

On February 1, 2013, the Company borrowed \$500,000 from Michael Goldman at 4% per annum, repayable on May 1, 2013.

Certain of the borrowings by the Company referred to above were made pursuant to promissory notes that are incorporated as exhibits to this Report. The reference to Mr. Pagano's consulting agreement is qualified in its entirety by the full text of the consulting agreement that is attached to this Report as an exhibit.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

Exhibit No.	Description
10.01	Form of Consulting Agreement, dated as of February 15, 2013, by and between CCOM Group, Inc. and William Pagano, filed herewith.
10.02	Promissory Note dated May 17, 2012 between CCOM Group, Inc. (formerly Colonial Commercial Corp.) and Goldman Associates of New York, Inc., incorporated herein by reference from Exhibit 10.03 to the Company's Form 8-K filed on May 23, 2012.
10.03	Promissory Note dated August 28, 2012 between CCOM Group, Inc. and Goldman Associates of New York, Inc., incorporated herein by reference from Exhibit 10.01 to the Company's Form 8-K filed on August 31, 2012.
10.04	Form of Promissory Note, by CCOM Group, Inc. in favor of the Holder, dated as of October 24, 2012, incorporated herein by reference from Exhibit 10.04 to the Company's Form 8-K filed on October 30, 2012.
10.05	Form of Promissory Note dated December 10, 2012 between CCOM Group, Inc. and Michael Goldman, incorporated herein by reference from Exhibit 10.10 to the Company's Form 8-K filed on December 13, 2012.
10.06	Form of Promissory Note dated February 1, 2013 between CCOM Group, Inc. and Michael Goldman, incorporated herein by reference from Exhibit 10.06 to the Company's Form 8-K filed on January 7, 2013.

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: February 15, 2013

/s/William Salek
William Salek
Chief Financial Officer

INDEX TO EXHIBITS

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CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the "Agreement"), dated as of February 15, 2013, is made by and between CCOM GROUP, INC. ("CCOM") and WILLIAM PAGANO (the "Consultant"). The term "Company" as used herein means CCOM and its affiliates, subsidiaries and successors and assigns.

In consideration of the mutual promises, terms, covenants, and conditions set forth herein and the performance of each, it is hereby agreed as follows:

1. Consultant confirms his resignation from all positions with the Company except that Consultant does not resign as a director of the Company.
2. The Company hereby engages Consultant to deal with all matters relative to the Company's real estate and real estate leases as the Company shall reasonably assign to him from time to time.
3. For all services rendered by Consultant, the Company shall compensate Consultant at the annual rate of \$60,000, payable in accordance with the Company's usual payroll practices, subject to withholding if and only if required by law.
4. Consultant shall be eligible for reimbursement of all business travel and other out-of-pocket expenses reasonably incurred by Consultant in the performance of Consultant's services pursuant to this Agreement. All reimbursable expenses shall be appropriately documented in reasonable detail by Consultant upon submission of any request for reimbursement, and in a format and manner consistent with the Company's expense reporting policy.
5. Term. The term of this Agreement shall be the two-year period beginning on this date.
6. Non-Competition. Consultant shall not, from the date hereof and until the first anniversary of the date hereof (the "Restricted Period"):
 - a. in any manner, directly or indirectly, be interested in, employed by, make any loan, guaranty or other financial accommodation for, be engaged in or participate in the ownership, management, operation or control of, or act in any advisory, brokerage, finder or other capacity for any entity which, directly or indirectly, then competes with the Company anywhere within the Territory (as that term is hereinafter defined); provided, however, that Consultant may invest in any entity which is "publicly held" and files periodic reports under the Securities Act of 1934 so long as Consultant does not own or control securities which constitute more than four percent of the voting rights or equity ownership of such entity. Without limiting the generality of the foregoing, Consultant or any entity shall be deemed to compete with the Company if at any time during the Restricted Period Consultant or such entity engages in any aspect of the business of distributing products or services for heating ventilation and air conditioning ("HVAC") contractors, climate control systems, appliances, or plumbing and electrical fixtures and supplies. The term "products" includes without limitation equipment, controls, parts, and accessories. The term "services" includes without limitation temperature control system design and panel fabrication, technical field support and technical training.
 - b. Consultant shall not during the Restricted Period:
 - i. in any manner, directly or indirectly, attempt to seek to cause any entity to refrain from dealing or doing business with the Company or assist any entity in doing so or attempting to do so;
 - ii. employ or retain any person or entity who or which was an employee or consultant to the Company at any time during the preceding two years; or
 - iii. solicit the business of any person or entity who at any time was a customer or active prospect of the Company.

7. The "Territory" means Connecticut, Massachusetts, New Jersey, New York, Pennsylvania and Vermont, and any other state or province or similar geographic area in which the Company presently or hereafter owns or rents any place of business or offices.
 8. Consultant shall indefinitely retain in confidence all of the Company's confidential information.
 9. This Agreement and the obligations of Consultant to the Company hereunder or otherwise are enforceable by decrees of specific performance as well as such other remedies as are available without the requirement of posting of a bond or other security. If any court of competent jurisdiction determines that the Territory, Restricted Period, the specified business limitation or any other relevant feature of this Agreement is unreasonable, arbitrary or against public policy, then a lesser time period, geographical area, business limitation or other relevant feature which is determined to be reasonable, not arbitrary and not against public policy may be enforced against the Consultant.
 10. All time periods in this Agreement shall be computed by excluding from such computation any time during which Consultant is in violation of any provision of this Agreement.
 11. The Company may forward a copy of this Agreement to such persons or entities as the Company shall deem necessary to protect its interests. Consultant shall from time to time during the Restricted Period on request of the Company promptly advise the Company of all reasonably relevant details with respect to his then employments and retentions, including, without limitation, the names and address of any persons or entities for whom he performs services and the nature of such services.
 12. The Agreement shall be governed by the internal laws of New Jersey and may not be amended, waived or terminated orally, and it shall be binding upon and inure to the benefit of the parties and their respective personal representatives, successors and assigns. The federal and state courts in New Jersey shall have exclusive jurisdiction over all matters related to this Agreement. Trial by jury is waived. Notices must be writing. Service of process may be effected by written notice or as otherwise provided by law.
 13. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
 14. Consultant has had the opportunity to discuss this agreement with his lawyer.
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IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above.

CCOM Group, Inc.

By: _____
Name: Michael Goldman,
Title : Chief Executive Officer

William Pagano

