



**SEARCHCORE, INC.**  
a Nevada corporation

Current Report  
August 7, 2012

## **CURRENT REPORT**

Current Information Regarding

### **SEARCHCORE, INC.**

The following information is provided as to SearchCore, Inc. (referred to as “we,” “us,” “our,” the “Issuer” or the “Company”). This information is provided pursuant to the Guidelines for Providing Adequate Current Information created by OTC Markets Group, Inc., and is intended by the Issuer to be in compliance with Rules 10b-5 and 15c2-11 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and Rule 144 of the Securities Act of 1933 (the “Securities Act”).

#### **1. Entry into a Material Definitive Agreement.**

On August 7, 2012, we entered into a Domain Name Purchase Agreement (the “DN Purchase Agreement”) and a Non-Recourse Secured Promissory Note (the “Note”) with Domain Holdings, Inc., an Alberta corporation (“Domain Holdings”), pursuant to which we purchased the domain names known as www.rodeo.com and www.karate.com (the “Purchased Domains”), for total consideration of Five Hundred Thousand Dollars (\$500,000) (the “Purchase Price”), all represented by the Note. Pursuant to the terms of the Note, we will make payments of Fifty Thousand Dollars (\$50,000) on each of August 15, 2012 and September 15, 2012, with the balance paid in eighteen (18) equal monthly installments of Twenty Two Thousand Two Hundred Twenty Two Dollars (\$22,222) beginning October 15, 2012, and continuing on the fifteenth (15th) of each month thereafter. Title to the Purchased Domains shall remain in escrow, with full beneficial rights of use granted to us immediately, until the Note is paid in full.

#### **3. Completion of Acquisition or Disposition of Assets, Including but not Limited to Mergers.**

Pursuant to the DN Purchase Agreement described in Item 1 above, we have acquired the following domain names:

[www.rodeo.com](http://www.rodeo.com)  
[www.karate.com](http://www.karate.com)

**Exhibits.**

**Material Contracts.**

<u>Exhibit No.</u>	<u>Description</u>
M-36	Domain Name Purchase Agreement with Domain Holdings, Inc. dated August 7, 2012.
M-37	Non-Recourse Secured Promissory Note with Domain Holdings, Inc. dated August 7, 2012.

Dated this 14th day of August, 2012, at Newport Beach, California.

SearchCore, Inc.,  
a Nevada corporation

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By: James Pakulis  
Its: Chief Executive Officer

**Exhibits.**

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Dated this 14th day of August, 2012, at Newport Beach, California.

SearchCore, Inc.,  
a Nevada corporation

By: James Pakulis  
Its: Chief Executive Officer

**Exhibit M-36**

**Domain Name Purchase Agreement with Domain Holdings, Inc.**

## DOMAIN NAME PURCHASE AGREEMENT

This Domain Name Purchase Agreement (the "Agreement") is entered into effective August 7, 2012 (the "Closing Date") by and between Domain Holdings, Inc., an Alberta corporation (the "Seller") and SearchCore, Inc., a Nevada corporation (the "Buyer"). Each of the Seller and the Buyer may be referred to herein as a "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, Seller is the owner of the domain names known as www.rodeo.com and www.karate.com (the "Domain Names");

WHEREAS, Seller desires to sell, and Buyer desires to purchase, the Domain Names on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

### AGREEMENT

1. Seller hereby agrees to sell, and Purchaser hereby agrees to purchase, the Domain Names.

2. The purchase price for the Domain Names shall be Five Hundred Thousand Dollars (\$500,000.00) (the "Purchase Price"), payable in the form of a Non-Recourse Secured Promissory Note (the "Note") in favor of Seller, in the form and substance substantially as set forth in Exhibit A attached hereto, with payments as follows:

- A. Purchaser shall pay Seller Fifty Thousand Dollars (\$50,000) on August 15, 2012;
- B. Purchaser shall pay Seller Fifty Thousand Dollars (\$50,000) on September 15, 2012;
- C. The remaining balance of Four Hundred Thousand Dollars shall be paid in eighteen (18) equal monthly installments of Twenty Two Thousand Two Hundred Twenty Two Dollars (\$22,222) beginning on October 15, 2012 and continuing on the fifteenth (15th) of each month thereafter.

On the Closing Date, the Seller will transfer to Escrow.com, free and clear from any and all liens and encumbrances other than those created by the escrow, all right, title and interest in and to the Domain Names, including any trademark rights associated with the Domain Names and all internet traffic to the Domain Names, in accordance the terms

of a written escrow agreement acceptable to the Parties. Beginning on the Closing Date, Purchaser shall be allowed to use, promote, market, advertise the URL's and receive revenues from the development of the Domain Names at its discretion.

3. (a) Each Party agrees to indemnify and hold harmless the other against any and all liability, loss and costs, expenses or damages, including but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever or howsoever caused by reason of any injury (whether to body, property, personal or business character or reputation) sustained by any person or to any person or property, arising out of any act, failure to act, neglect, any untrue or alleged untrue statement of a material fact or failure to state a material fact which thereby makes a statement false or misleading, or any breach of any material representation, warranty or covenant by either Party or any of its agents, employees, or other representatives. Nothing herein is intended to nor shall it relieve either party from liability for its own willful act, omission or negligence. All remedies provided by law, or in equity shall be cumulative and not in the alternative; and (b) Buyer agrees to indemnify and will defend Seller, its directors, officers, employees and agents and hold each of them harmless from all claims, demands, damages, losses, liabilities, suits and expenses, (including reasonable legal fees) arising out of or in connection with Buyer's use of the Domain Names.

4. Each Party hereto will hold and will cause its agents, officers, directors, attorneys, employees, consultants and advisors to hold in strict confidence, unless compelled to disclose by judicial or administrative process or, in the opinion of its counsel, by other requirements of law, all documents and information concerning any other Party furnished it by such other Party or its representatives in connection with the subject matter hereof (except to the extent that such information can be shown to have been (i) previously known by the Party to which it was furnished, (ii) in the public domain through no fault of such Party, or (iii) later lawfully acquired from other sources by the Party to which it was furnished), and each Party will not release or disclose such information to any other person, except its auditors, attorneys, financial advisors, bankers and other consultants and advisors in connection with this Agreement.

5. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the Party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, if not, then on the next business day, or (c) upon personal delivery if deposited with a recognized courier with written verification of receipt. All communications shall be sent as follows:

If to Seller:	Domain Holdings, Inc. 896 Cambie Street, Suite 208 Vancouver, BC V6B 2P6 Canada Attn: David Jeffs, CEO Facsimile: _____
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If to Purchaser: SearchCore, Inc.  
1300 Dove Street, Suite 100  
Newport Beach, CA 92660  
Attn: James Pakulis, CEO  
Facsimile: (949) 515-1625

with a copy to: The Lebrecht Group, APLC  
9900 Research Drive  
Irvine, CA 92618  
Attn: Brian A. Lebrecht, Esq.  
Facsimile: (949) 635-1244

or at such other address as the Company or Purchaser may designate by ten (10) days advance written notice to the other Party hereto.

6. This Agreement sets forth the entire understanding of the Parties and supersedes any prior agreement or understanding relating to the subject matter hereof. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

7. Neither Party may assign, sell, transfer or otherwise convey, pledge or encumber any of its rights, obligations or interests under this Agreement without the prior written consent of the Party.

8. Except as otherwise provided herein, the provisions hereof shall insure to the benefit of, and be binding upon, the successor, assigns, heirs, executors and administrators of the Parties hereto

9. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or void in any jurisdiction to be unenforceable or void in any jurisdiction, the other provisions of this Agreement shall remain in full force and effect under applicable law and shall be construed in order to effectuate the purpose and intent of this Agreement. Any action brought by any party hereto shall be brought in the courts located in Orange County California.

10. Except as otherwise provided herein, if a dispute should arise between the Parties including, but not limited to arbitration, the prevailing party shall be reimbursed by the non-prevailing party for all reasonable expenses incurred in resolving such dispute, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

“Seller”

Domain Holdings, Inc.,  
aan Alberta corporation

“Buyer”

SearchCore, Inc.,  
a Nevada corporation

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By: David Jeffs  
Its: Chief Executive Officer

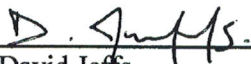
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By: James Pakulis  
Its: Chief Executive Officer

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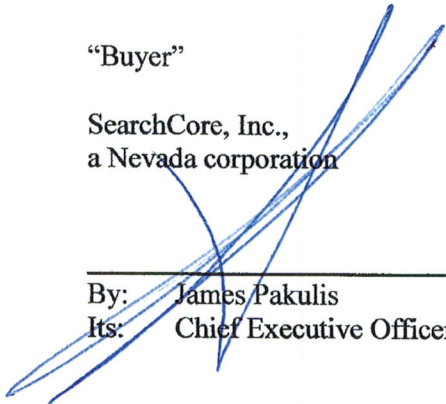
“Seller”

Domain Holdings, Inc.,  
an Alberta corporation

  
\_\_\_\_\_  
By: David Jeffs  
Its: Chief Executive Officer

“Buyer”

SearchCore, Inc.,  
a Nevada corporation

  
\_\_\_\_\_  
By: James Pakulis  
Its: Chief Executive Officer

**Exhibit A**

**Note**

**Exhibit M-37**

**Non-Recourse Secured Promissory Note with Domain Holdings, Inc.**

## NON-RECOURSE SECURED PROMISSORY NOTE

\$500,000.00

August 7, 2012  
Newport Beach, CA

For value received, SearchCore, Inc., a Nevada corporation (the "Payor"), promises to pay to Domain Holdings, Inc., an Alberta corporation, or its assigns (the "Holder"), the principal sum of Five Hundred Thousand Dollars (\$500,000.00) (the "Principal Amount"). The principal hereof and any unpaid accrued interest thereon shall be due and payable in accordance with Section 2, below, but in no event later than 5:00 p.m., Pacific Standard Time, on April 15, 2014 (the "Maturity Date") (unless such payment date is accelerated as provided in Section 5 hereof). Payment of all amounts due hereunder shall be made at the address of the Holder provided for in Section 6 hereof. Interest shall not accrue on the outstanding principal amount.

**1. HISTORY OF THE NOTE.** This Note is being delivered to Holder in connection with that certain Domain Name Purchase Agreement by and between Payor and Holder dated as of the date hereof (the "Purchase Agreement").

**2. PAYMENT SCHEDULE.** The Principal Amount of this Note shall be repaid by Payor as follows:

- a. Fifty Thousand Dollars (\$50,000) shall be paid to Holder on August 15, 2012;
- b. Fifty Thousand Dollars (\$50,000) shall be paid to Holder on September 15, 2012;
- c. The remaining balance of Four Hundred Thousand Dollars shall be paid in eighteen (18) equal monthly installments of Twenty Two Thousand Two Hundred Twenty Two Dollars (\$22,222) beginning on October 15, 2012 and continuing on the fifteenth (15th) of each month thereafter.

**3. PREPAYMENT.** This Note may be prepaid at the election of the Payor, in whole or in part, at any time or from time to time.

**4. TRANSFERABILITY.** This Note shall not be transferred, pledged, hypothecated, or assigned by either party without the written consent of the other party, which consent may be withheld in the other party's sole discretion. Notwithstanding the above, Payor may assign or transfer this Note to its parent company or to another wholly-owned subsidiary of Payor or its parent company, and Payor will notify Holder of any such transfer, pledge, hypothecation or assignment within five (5) business days thereof.

**5. DEFAULT.** The occurrence of any one of the following events shall constitute an Event of Default:

(a) The non-payment, within five (5) business days of when due, of any payment of principal pursuant to this Note. Any late payments will be subject to a late charge of five percent (5%) of the amount of the applicable payment.

(b) The material breach of any representation or warranty by Payor in this Note.

(c) The breach of any covenant or undertaking by Payor, not otherwise provided for in this Section 5;

(d) The commencement by the Payor of any voluntary proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, receivership, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or the adjudication of the Payor as insolvent or bankrupt by a decree of a court of competent jurisdiction; or the petition or application by the Payor for, acquiescence in, or consent by the Payor to, the appointment of any receiver or trustee for the Payor or for all or a substantial part of the property of the Payor; or the assignment by the Payor for the benefit of creditors; or the written admission of the Payor of its inability to pay its debts as they mature; or

(e) The commencement against the Payor of any proceeding relating to the Payor under any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, receivership, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, provided, however, that the commencement of such a proceeding shall not constitute an Event of Default unless the Payor consents to the same or admits in writing the material allegations of same, or said proceeding shall remain undismissed for twenty (20) days; or the issuance of any order, judgment or decree for the appointment of a receiver or trustee for the Payor or for all or a substantial part of the property of the Payor, which order, judgment or decree remains undismissed for twenty (20) days; or a warrant of attachment, execution, or similar process shall be issued against any substantial part of the property of the Payor.

In the event the Holder becomes aware of a breach of Sections 5(a), (b) or (c), then provided such breach is capable of being cured by Payor, the Holder shall notify the Payor in writing of such breach and the Payor shall have thirty (30) calendar days after notice to cure such breach.

Upon the occurrence of any Default or Event of Default, the Holder may, by written notice to the Payor, declare all or any portion of the unpaid principal amount due to Holder, together with all accrued interest thereon, immediately due and payable, in which event it shall immediately be and become due and payable, provided that upon the occurrence of an Event of Default as set forth in paragraph (d) or paragraph (e) hereof, all or any portion of the unpaid principal amount due to Holder, together with all accrued interest thereon, shall immediately become due and payable without any such notice.

6. **NOTICES.** All notices required or permitted hereunder shall be in writing and shall be delivered as set forth in the Purchase Agreement.

7. **GOVERNING LAW; VENUE.** The terms of this Note shall be construed in accordance with the laws of the State of California, as applied to contracts entered into by California residents within the State of California, and to be performed entirely within the State of California. Any action brought by any party hereto shall be brought within the State of California, County of Orange.

8. **CONFORMITY WITH LAW.** It is the intention of the Payor and of the Holder to conform strictly to applicable usury and similar laws. Accordingly, notwithstanding anything to the contrary in this Note, it is agreed that the aggregate of all charges which constitute interest under applicable usury and similar laws that are contracted for, chargeable or receivable under or in respect of this Note, shall under no circumstances exceed the maximum amount of interest permitted by such laws, and any excess, whether occasioned by acceleration or maturity of this Note or otherwise, shall be canceled automatically, and if theretofore paid, shall be either refunded to the Payor or credited on the principal amount of this Note.

9. **NO SETOFF.** All payments made by the Payor hereunder will be made without setoff, counterclaim or other defense. All such payments will be made free and clear of, and without deduction or withholding for, any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any jurisdiction or by any political subdivision or taxing authority thereof or therein and all interest, penalties or similar liabilities with respect thereto.

10. **MODIFICATION; WAIVER.** No modification or waiver of any provision of this Note or consent to departure therefrom shall be effective unless in writing and approved by the Payor and the Holder.

11. **ATTORNEY'S FEES.** In the event the Holder shall refer this Note to an attorney to enforce the terms hereof, the Payor agree to pay all the costs and expenses incurred in attempting or effecting the enforcement of the Holders' rights, including reasonable attorney's fees, whether or not suit is instituted.

12. **WAIVER OF PRESENTMENT, ETC.** The Payor hereby waives demand, protest, presentment for payment, notice of nonpayment, notice of dishonor, or notice of any kind in connection with this Note.

13. **SECURITY.** This Note is secured by the Domain Names being purchased pursuant to the Purchase Agreement, which is held in escrow until this Note is paid in full.

IN WITNESS WHEREOF, Payor has executed this Non-Recourse Secured Promissory Note as of the date first written above.

“Payor”

SearchCore, Inc.,  
a Nevada corporation

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By: James Pakulis  
Its: Chief Executive Officer

Acknowledged:

Domain Holdings, Inc.

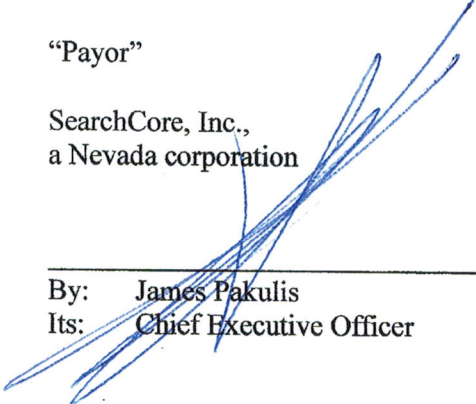
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