



SEARCHCORE, INC.
a Nevada corporation

Current Report
August 24, 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 24, 2012, we entered into a Domain Names Purchase Agreement (the “Agreement”) with High Level Technologies, Inc. (“HLT”) pursuant to which we purchased 57 domain names as set forth in the Agreement (the “Domain Names”), for total consideration of One Hundred Thousand Dollars (\$100,000), paid at closing.

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

Pursuant to the Agreement described in Item 1 above, we have acquired the Domain Names.

Exhibits.

Material Contracts.

Exhibit No.	Description
M-42	Domain Names Purchase Agreement, dated August 24, 2012.

Dated this 12th day of September, 2012, at Newport Beach, California.

SearchCore, Inc.,
a Nevada corporation

By: James Pakulis
Its: Chief Executive Officer

Exhibit M-42

Domain Names Purchase Agreement with High Level Technologies, Inc.

DOMAIN NAMES PURCHASE AGREEMENT

This Domain Names Purchase Agreement (the "Agreement") is entered into effective August 24, 2012 (the "Closing Date") by and between High Level Technologies, Inc. (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 Fifty Seven (57) Domain Names set forth on Exhibit A attached hereto and made a part hereof (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 One Hundred Thousand Dollars (\$100,000.00) (the "Purchase Price"), payable at Closing. The closing ("Closing") shall take place on August 24, 2012, or such date that the parties shall agree (the "Closing Date").

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.

3. 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.

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: High Level Technologies, Inc.
1100 Melville #610
VANCOUVER 1
BRITISH COLUMBIA
CANADA 604-648-0527

If to Buyer: SearchCore, Inc.
1300 Dove Street, Suite 100
Newport Beach, CA 92660
jpakulis@searchcore.com

or at such other address as the Seller or Buyer 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

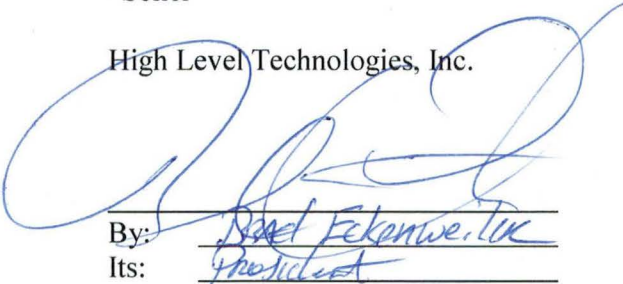
9. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or void in any jurisdiction to be unenforceable or void in any jurisdiction, 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”

High Level Technologies, Inc.



By: David Ekanwe, Inc
Its: President

“Buyer”

SearchCore, Inc.,
a Nevada corporation

By: _____
Its: James Pakulis
President and Chief Executive
Officer

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

“Seller”

High Level Technologies, Inc.

By: _____
Its: _____

“Buyer”

SearchCore, Inc.,
a Nevada corporation

By: James Pakulis
Its: President and Chief Executive
Officer

Exhibit A

Domain Names

1	ALLSPORTRULES.COM
2	ACTIONSPORTSASYLUM.COM
3	AUTOMOBILEASYLUM.COM
4	AUTOMOBILEASYLUM.INFO
5	COLLEGESPORTSASYLUM.COM
6	EXTREMESPORTSASYLUM.COM
7	FIELDSPORTRULES.COM
8	JUDGE-SPORTS.COM
9	JUDGE-SPORTS.INFO
10	JUDGE-SPOT.COM
11	JUDGE-SPOTS.COM
12	MANUFACTUREDHOMELOTS.COM
13	MANUFACTUREDHOMELOTS.INFO
14	MANUFACTUREDLOTS.COM
15	MANUFACTUREDLOTS.INFO
16	MAPMYACTIVITY.COM
17	MAPMYSPORT.COM
18	MAPMYSPORT.COM
19	MAPMYSPORT.NET
20	MAPMYSPORT.NET
21	MAPS4SPORTS.COM
22	MOTORSPORTSASYLUM.COM
23	MYACTIVECALENDAR.COM
24	MYDIGITALSPORTSIMAGES.COM
25	MYDIGITALSPORTSVIDEO.COM
26	MYDIGITALSPORTSWORLD.COM
27	MYSPORTMAPS.COM
28	MYSPORTMAPS.COM
29	MYSPORTMAPS.NET
30	MYSPORTMAPS.NET
31	MYSPORTSMAPS.COM
32	ONLINESPORTSASYLUM.COM
33	PREFABFINDER.COM
34	PREFABHOMELOANS.COM
35	PREFABHOMELOTS.COM
36	PREFABHOMELOTS.INFO

37	RVHUBS.COM
38	RVHUBS.INFO
39	RVPARKINGSPACES.COM
40	SANDSPORTRULES.COM
41	SANDSPORTSRULES.COM
42	SPORTSASYLUM.COM
43	SPORTSTOURNAMENTTRACK.COM
44	SPORTSTOURNAMENTTRACK.INFO
45	SPORTSTOURNAMENTTRACKER.COM
46	SPORTSTOURNAMENTTRACKER.INFO
47	SPORTSTOURNEYTRACK.COM
48	SPORTSTOURNEYTRACK.INFO
49	SPORTSTOURNEYTRACKER.COM
50	SPORTSTOURNEYTRACKER.INFO
51	TEAMSPORTSASYLUM.COM
52	TOURNAMENTTRACK.COM
53	TOURNAMENTTRACK.INFO
54	WATERSPORTRULES.COM
55	WATERSPORTSASYLUM.COM
56	WATERSPORTSRULES.COM
57	YOUTHSPORTSASYLUM.COM