



SEARCHCORE, INC.
a Nevada corporation

Current Report
October 26, 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”), with the entire purchase price represented by the Note.

On October 25, 2012, we amended the DN Purchase Agreement and the Note (the “Amendments”). Pursuant to the terms of the Amendments, we will make payments of Fifty Thousand Dollars (\$50,000) on each of August 15, 2012 (which payment was made) and November 1, 2012, with the balance of \$400,000 to be paid in eighteen (18) equal monthly installments of Twenty Two Thousand Two Hundred Twenty Two Dollars (\$22,222) beginning June 1, 2013, and continuing on the first (1st) day of each month thereafter.

Exhibits.

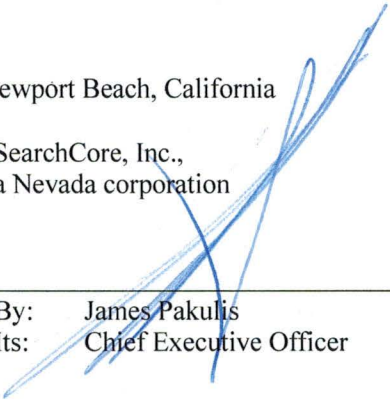
Material Contracts.

<u>Exhibit No.</u>	<u>Description</u>
M-38	First Amendment to Domain Name Purchase Agreement with Domain Holdings, Inc. dated October 25, 2012.
M-39	First Amendment to Non-Recourse Secured Promissory Note with Domain Holdings, Inc. dated October 25, 2012.

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Dated this 26th day of October, 2012, at Newport Beach, California

SearchCore, Inc.,
a Nevada corporation



By: James Pakulis
Its: Chief Executive Officer

Exhibit M-38

First Amendment to Domain Name Purchase Agreement with Domain Holdings, Inc.

FIRST AMENDMENT TO DOMAIN NAME PURCHASE AGREEMENT

This First Amendment to Domain Name Purchase Agreement (this "Agreement") is entered into effective October 25, 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, on or about August 7, 2012, the Parties entered into that certain Domain Name Purchase Agreement (the "Original Agreement") whereby Seller sold and Buyer purchased the domain names known as www.rodeo.com and www.karate.com (the "Domain Names"), a copy of which is attached hereto as Exhibit A;

WHEREAS, the Parties desire to amend the Original Agreement as set forth herein.

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

AGREEMENT

1. The Parties hereby amend and restate Section 2 of the Original Agreement as follows:
 - "a. 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:
 - i. Purchaser shall pay Seller Fifty Thousand Dollars (\$50,000) on August 15, 2012;
 - ii. Purchaser shall pay Seller Fifty Thousand Dollars (\$50,000) on November 1, 2012;
 - iii. The remaining balance of Four Hundred Thousand Dollars (\$400,000) shall be paid in eighteen (18) equal monthly installments of Twenty Two Thousand Two Hundred and Twenty Two Dollars (\$22,222) beginning on June 1, 2013."
2. The Parties shall, simultaneous with the execution of this Agreement, execute a First Amendment to Non-Recourse Secured Promissory Note (the "Note Amendment"), a copy of which is attached hereto as Exhibit B.

3. Other than as set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect.

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

“Seller”

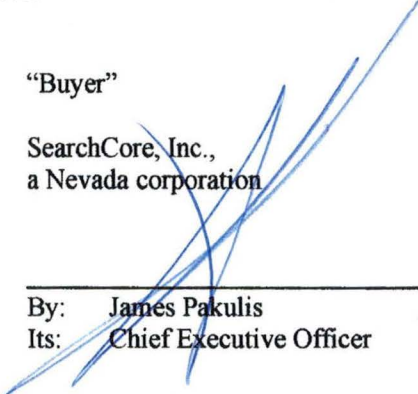
Domain Holdings, Inc.,
an Alberta corporation



By: David Jeffs
Its: Chief Executive Officer

“Buyer”

SearchCore, Inc.,
a Nevada corporation



By: James Pakulis
Its: Chief Executive Officer

Exhibit M-39

First Amendment to Non-Recourse Secured Promissory Note with Domain Holdings, Inc.

**SEARCHCORE, INC.
FIRST AMENDMENT TO
NON-RECOURSE SECURED PROMISSORY NOTE**

This First Amendment to Non-Recourse Secured Promissory Note (this "Amendment") is entered into this 25th day of October, 2012, by and between SearchCore, Inc., a Nevada corporation (the "Company") and Domain Holdings, Inc., an Alberta corporation (the "Holder"). Each of the Company and the Holder may be referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties executed that certain Non-Recourse Secured Promissory Note dated August 7, 2012 in the original principal sum of Five Hundred Thousand Dollars (\$500,000.00) (the "Note");

WHEREAS, the Parties desire to amend the Note as set forth herein to amend the date on which payments are due and the amount of such payments.

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

AGREEMENT

1. Section 2 of the Note shall be amended and restated as follows:

- "a. Payment Schedule. The Principal Amount of this Note shall be repaid by Payor as follows:
- i. Fifty Thousand Dollars (\$50,000) shall be paid to Holder on August 15, 2012;
 - ii. Fifty Thousand Dollars (\$50,000) shall be paid to Holder on November 1, 2012;
 - iii. The remaining balance of Four Hundred Thousand Dollars (\$400,000) shall be paid in eighteen (18) equal monthly installments of Twenty Two Thousand Two Hundred and Twenty Two Dollars (\$22,222) beginning June 1, 2013."

2. Other than as set forth herein, the term and conditions of the Note shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have entered into this Amendment as of the date first set forth above.


“Company”

SearchCore, Inc.,
a Nevada corporation

By: James Pakulis
Its: Chief Executive Officer

“Holder”

Domain Holdings, Inc.


By: David Jeffs
Its: Chief Executive Officer