



**SEARCHCORE, INC.**  
a Nevada corporation

Current Report  
December 31, 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”).

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

##### Sale of WeedMaps

On December 11, 2012, we entered into an Agreement and Plan of Reorganization (the “Reorganization Agreement”) by and among us and our wholly owned subsidiary, WeedMaps Media, Inc., a Nevada corporation (“WeedMaps”), on the one hand, and RJM BV, a Dutch corporation (“RJM”), on the other hand. Pursuant to the Reorganization Agreement, upon the closing of the transaction, we sold WeedMaps to RJM in exchange for (a) Three Million Dollars (\$3,000,000), represented by a secured promissory note, (b) the assumption by RJM of various of our obligations to Douglas Francis, Justin Hartfield, and Keith Hoerling, and the assumption of our office lease in Newport Beach, California, and (c) Seven Hundred Fifty Thousand Dollars (\$750,000) in cash (of which we withheld Five Hundred Thousand Dollars (\$500,000) from WeedMaps at the closing and Two Hundred Fifty Thousand Dollars (\$250,000) of which will be paid to us on January 15, 2013). The closing of the sale took place on December 31, 2012.

As partial consideration under the Reorganization Agreement, RJM delivered a Secured Promissory Note in the original principal amount of Three Million Dollars (\$3,000,000) (the “Note”). The Note is secured by certain assets according to the terms of a Pledge and Security Agreement (the “Security Agreement”), which assets include all of the assets of WeedMaps, including but not limited to the URL known as [www.weedmaps.com](http://www.weedmaps.com). Pursuant to the Note RJM will make the following payments: (1) Two Hundred Fifty Thousand Dollars (\$250,000) on January 15, 2013; One Hundred Thousand Dollars (\$100,000) each month beginning February 25, 2013 and continuing on the twenty fifth (25th) of each month thereafter for a total of twenty eight (28) months; and Sixteen Thousand Five Hundred Dollars (\$16,500) on July 25, 2015. Interest shall accrue on the outstanding principal amount on an annual basis at a rate of One and One Hundredth Percent (1.01%).

As further consideration under the Reorganization Agreement, RJM delivered documents sufficient (i) to transfer all of the obligations that we owed to Justin Hartfield arising out of the Global Securities Purchase, Consulting, and Resignation Agreement by and between us, WeedMaps, and Hartfield dated as of July 31, 2012, to RJM and to release us from all said obligations thereunder (the “Hartfield Assignment and Assumption Agreement”); (ii) to transfer all of the obligations that we owed to Douglas Francis arising out of the Global Securities Purchase and Resignation Agreement by and between us, WeedMaps, and Francis dated as of July 31, 2012, to RJM and to release us from all said obligations thereunder (the “Francis

Assignment and Assumption Agreement”); (iii) to transfer all of the obligations that we owed to Keith Hoerling arising out of the Global Securities Purchase Agreement by and between the Company, WeedMaps, and Hoerling dated August 14, 2012, to RJM and to release us from all said obligations thereunder (the “Hoerling Assignment and Assumption Agreement”); (iv) for RJM to assume all of our obligations under that certain Office Lease Agreement by and between us and Redstone Plaza, LLC dated January 17, 2011 (the “Lease Assumption Agreement”); and (v) for RJM to assume all of our obligations under certain additional material agreements set forth on Schedule 2.1.16 of the Reorganization Agreement (the “Agreement Assumption”).

As further consideration under the Reorganization Agreement, we, along with our President and Chief Executive Officer James Pakulis, and Brad Nelms, entered into a Non-Competition Agreement (the “Seller Non-Competition Agreement”) whereby the bound parties agreed that they (i) will not disclose certain confidential information regarding the Business of WeedMaps; (ii) will not compete with the Business of WeedMaps; (iii) will not solicit, advise, provide or sell, directly or indirectly, any services or products of the same or similar nature to services or products of the Business of WeedMaps, to any client or prospective client of WeedMaps; (iv) will not solicit, request or otherwise attempt to induce or influence, directly or indirectly, any present client, distributor or supplier, or prospective client, distributor or supplier, of WeedMaps, to cancel, limit or postpone their business with WeedMaps, or otherwise take action which might be to the disadvantage of WeedMaps; and (v) will not hire or solicit for employment, directly or indirectly, or induce or actively attempt to influence, any employee, officer, director, agent, contractor or other business associate of WeedMaps (excluding employees prior to December 31, 2012), to terminate his or her employment or discontinue such person’s consultant, contractor or other business association with WeedMaps. The business of WeedMaps is defined in the Seller Non-Competition Agreement as internet search and website operation for the medicinal cannabis industry.

Similar to the Seller Non-Competition Agreement, RJM, Douglas Francis, Justin Hartfield, and Keith Hoerling entered into a Non-Competition Agreement (the “Buyer Non-Competition Agreement”) whereby they agreed not to compete with our business, described in the Buyer Non-Competition Agreement as internet search, internet advertising, and website operation for (a) the tattoo industry, (b) the manufactured housing industry, (c) the recreational sports industry, and (d) other industries in which SearchCore and/or its affiliates operates, at the time of the Agreement or thereafter.

As further consideration under the Reorganization Agreement, we entered into an Assignment of Trademarks (“Trademark Assignment”) and an Assignment of Domain Names (“Domain Assignment”) whereby we assigned certain trademarks and domain names to WeedMaps.

In the aggregate, the transactions represented by the Reorganization Agreement resulted in a reduction of over \$8,000,000 in liabilities.

#### Sale of Certain Assets

On December 11, 2012, in connection with the transactions contemplated by the Reorganization Agreement, we entered into an Asset Purchase Agreement (the “Purchase Agreement”) by and among us and our wholly owned subsidiary, General Marketing Solutions, Inc., a California corporation (“GMS”), on the one hand, and RJM, on the other hand, pursuant to which, upon the closing of the transaction, we sold certain assets to RJM for the sum of Ten Dollars (\$10.00). The closing of the sale took place on December 31, 2012.

In connection with the Purchase Agreement, GMS entered into an Assignment of Domain Names (the “GMS Domain Assignment”) whereby GMS assigned certain domain names to RJM.

Change in Business of the Company: Shell Status

The sale of WeedMaps results in a significant change in our business, and while we will continue in the internet search and marketing business, the sale completed our comprehensive exit as a finder and marketing site for the medicinal cannabis industry. We do not anticipate operating in or returning to the medicinal cannabis industry in the future. However, our continued business focus will be internet search, advertising, and website operation in the tattoo, manufactured housing, recreational sports, and other industries identified by our management as having high growth potential.

The sale of WeedMaps will not make us a shell company as defined under Rule 405 of the Exchange Act, as we will continue to operate material business segments currently owned and/or operated by us.

**Exhibits.**

Material Agreements

Exhibit No.		Description
M-43 (1)		Agreement and Plan of Reorganization dated December 11, 2012.
M-44		Secured Promissory Note dated December 31, 2012.
M-45		Pledge and Security Agreement dated December 31, 2012.
M-46		Hartfield Assignment, Assumption and Release Agreement dated December 31, 2012.
M-47		Francis Assignment, Assumption and Release Agreement dated December 31, 2012.
M-48		Hoerling Assignment, Assumption and Release Agreement dated December, 31, 2012.
M-49		Lease Assumption Agreement dated December 31, 2012.

M-50		Agreement Assumption Agreement dated December 31, 2012.
M-51		Buyer Non-Competition Agreement dated December 31, 2012.
M-52		Seller Non-Competition Agreement dated December 31, 2012
M-53		Assignment of Trademarks dated December 31, 2012.
M-54		Assignment of Domain Names dated December 31, 2012.
M-55		Side Letter Agreement dated December 31, 2012
M-56 (1)		Asset Purchase Agreement dated December 11, 2012.
M-57		Assignment of Domain Names dated December 31, 2012.

- (1) Incorporated by reference from our Current Report dated and filed with OTC Markets on December 17, 2012.

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Dated January 2, 2013, at Lake Forest, California.

SearchCore, Inc.,  
a Nevada corporation

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By: James Pakulis  
Its: Chief Executive Officer

Dated January 2, 2013, at Lake Forest, California.

SearchCore, Inc.,  
a Nevada corporation

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By: James Pakulis  
Its: Chief Executive Officer

**Exhibit M-44**

**Secured Promissory Note**

## SECURED PROMISSORY NOTE

\$3,000,000

December 31, 2012  
Newport Beach, CA

For value received, RJM BV, a Dutch corporation (the “Company”), promises to pay to SearchCore, Inc., a Nevada corporation, or its assigns (the “Holder”) the principal sum of Three Million Dollars (\$3,000,000). The principal hereof shall be due and payable on or before 5:00 p.m., Pacific Standard Time, on July 10, 2015 (the “Maturity Date”) (unless such payment date is accelerated as provided in Section 4 hereof). Payment of all amounts due hereunder shall be made to the Holder per the instructions in Section 5 hereof. Interest shall accrue on the outstanding principal amount on an annual basis at a rate of One and One Hundredth Percent (1.01%).

**1. HISTORY OF THE NOTE.** This Note is being delivered to Holder as consideration under that certain Agreement and Plan of Reorganization dated December 11, 2012 (the “Agreement and Plan of Reorganization”).

**2. PAYMENT OF THE NOTE.** Throughout the term of the Note, Company shall make monthly payments as follows:

- A. Two Hundred Fifty Thousand Dollars (\$250,000) on January 15, 2012;
- B. One Hundred Thousand Dollars (\$100,000.00) beginning February 25, 2013 and continuing on the twenty fifth (25th) of each month thereafter for a total of twenty eight (28) months; and
- C. A final payment in the amount of Sixteen Thousand Five Hundred Dollars (\$16,500.00) on July 25, 2015.

Each payment shall be credited first to accrued interest and then principal; interest shall then cease on the portion of the principal credited. All payments shall be made in lawful money of the United States of America.

If any payment of principal or interest under this Note shall not be made within ten (10) business days when due, a late charge of ten percent (10%) of the outstanding payment amount may be charged by Holder for the purpose of defraying the expenses incident to handling such delinquent payments. Such late charge represents a reasonable sum considering all of the circumstances existing on the date of this Note and represents a fair and reasonable estimate of the costs that will be sustained by Holder due to the failure of Company to make timely payments.

Notwithstanding the above, in the event that substantially all of the business of WeedMaps Media, Inc. (“WeedMaps”), which is being purchased from the Holder by the Company pursuant to the Agreement and Plan of Reorganization, is suspended by an

investigation or other enforcement action by the federal government of the United States, then the obligations of the Company hereunder shall be suspended until such time as the business of WeedMaps is restored to a level at least fifty percent (50%) of that prior to such suspension. In the event any suspension pursuant to this section shall extend for more than twenty four (24) months, then the obligation of the Company hereunder shall be terminated.

**3. PREPAYMENT.** The Company may, at its option, at any time and from time to time, prepay all or any part of the principal balance of this Note, without penalty or premium.

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

(a) The non-payment, when due, of any principal pursuant to this Note;

(b) The material breach of any representation or warranty in this Note;

(c) The breach of any covenant or undertaking, not otherwise provided for in this Section 4;

(d) The commencement by the Company 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 Company as insolvent or bankrupt by a decree of a court of competent jurisdiction; or the petition or application by the Company for, acquiescence in, or consent by the Company to, the appointment of any receiver or trustee for the Company or for all or a substantial part of the property of the Company; or the assignment by the Company for the benefit of creditors; or the written admission of the Company of its inability to pay its debts as they mature; or

(e) The commencement against the Company of any proceeding relating to the Company 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 Company consents to the same or admits in writing the material allegations of same, or said proceeding shall remain undismissed for 20 days; or the issuance of any order, judgment or decree for the appointment of a receiver or trustee for the Company or for all or a substantial part of the property of the Company, which order, judgment or decree remains undismissed for 20 days; or a warrant of attachment, execution, or similar process shall be issued against any substantial part of the property of the Company.

In the event the Holder becomes aware of a breach of Sections 4(a), (b) or (c), then provided such breach is capable of being cured by Company, the Holder shall notify

the Company in writing of such breach and the Company 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 Company, declare all or any portion of the unpaid principal amount due to Holder, 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 shall immediately become due and payable without any such notice.

**5. NOTICES.** All notices provided for in this Agreement shall be given as set forth in Section 7.2 of the Agreement and Plan of Reorganization.

**6. ASSIGNMENT.** This Note may not be assigned by the Company without the express written consent of the Holder, which may be withheld in its sole discretion. This Note may be assigned by the Holder to any affiliated party or entity, in its sole discretion, and Holder agrees to give notice of any assignment to the Company within five (5) days thereof.

**7. GOVERNING LAW; VENUE.** This Note is executed pursuant to and shall be interpreted and governed for all purposes under the laws of the State of California. Any cause of action brought to enforce any provision of this Note shall be brought in the appropriate court in Orange County, California. If any provision of this Agreement is declared void, such provision shall be deemed severed from this Note, which shall otherwise remain in full force and effect. This Note shall supersede any previous agreements, written or oral, expressed or implied, between the parties relating to the subject matter hereof.

**8. ATTORNEY'S FEES.** The Company agrees to pay the following costs, expenses, and attorneys' fees paid or incurred by Holder, or adjudged by a court: (i) reasonable costs of collection, costs, and expenses, and attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, and (ii) costs of suit and such sum as the court may adjudge as attorneys' fees in any action to enforce payment of this Note or any part of it.

**9. CONFORMITY WITH LAW.** It is the intention of the Company 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 Company or credited on the principal amount of this Note.

**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 Company and the Holder. No delay or omission by Holder in exercising any right hereunder shall operate as a waiver of such right or any other right of Holder. A waiver on one occasion shall not be construed as a bar to or waiver of any right in the future.

**11. SECURITY.** This Note is secured by the Collateral as described in that certain Pledge and Security Agreement of even date herewith.

**12. SEVERABILITY; REFORMATION.** In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible. Without limiting the foregoing, if any provision (or part of provision) contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

**13. TRIAL BY JURY. COMPANY (A) AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS NOTE OR THE RELATIONSHIP BETWEEN THE PARTIES AS LENDER AND BORROWER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY COMPANY, KNOWINGLY AND VOLUNTARILY.**

[remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, Company has executed this Secured Promissory Note as of the date first written above.

“Company”

RJM BV  
a Dutch corporation

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By: Mario Lap  
Its: President

Acknowledged:

“Holder”

SearchCore, Inc.,  
a Nevada corporation

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By: James Pakulis  
Its: President and Chief Executive  
Officer

IN WITNESS WHEREOF, Company has executed this Secured Promissory Note as of the date first written above.

“Company”

RJM BV  
a Dutch corporation

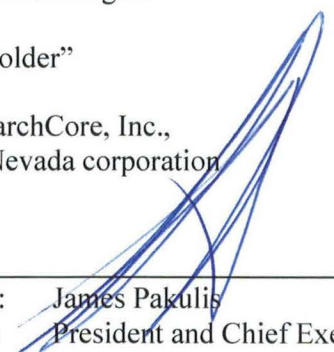
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By: Mario Lap  
Its: President

Acknowledged:

“Holder”

SearchCore, Inc.,  
a Nevada corporation



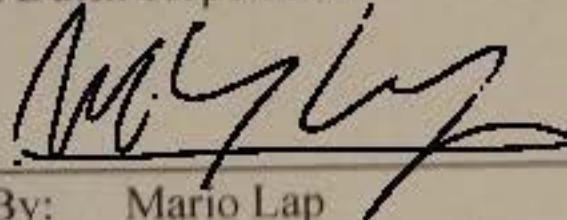
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By: James Pakulis  
Its: President and Chief Executive  
Officer

IN WITNESS WHEREOF, Company has executed this Secured Promissory Note  
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"Company"

RJM BV  
a Dutch corporation

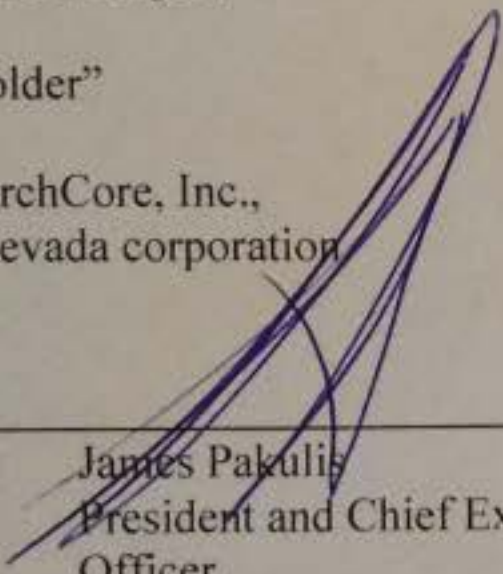


By: Mario Lap  
Its: President

Acknowledged:

"Holder"

SearchCore, Inc.,  
a Nevada corporation



By: James Pakulis  
Its: President and Chief Executive  
Officer

**Exhibit M-45**

**Pledge and Security Agreement**

## **PLEDGE AND SECURITY AGREEMENT**

This Pledge and Security Agreement (this “Agreement”) is made and entered into effective as of December 31, 2012 (the “Effective Date”) by and between SearchCore, Inc., a Nevada corporation (“Holder”) and WeedMaps Media, Inc., a Nevada corporation. (“Pledgor”). The Holder and the Pledgor shall each be referred to as a “Party” and collectively as the “Parties.”

### **RECITALS**

WHEREAS, the Parties have entered into that certain Agreement and Plan of Reorganization dated December 11, 2012 (the “Agreement and Plan of Reorganization”) whereby Holder desires to sell, and RJM BV, a Dutch corporation (“RJM”) desires to buy, 100% of the issued and outstanding equity interests of WeedMaps Media, Inc., a Nevada corporation (the “WeedMaps Shares”);

WHEREAS, RJM is obligated to Holder under that certain Secured Promissory Note of even date herewith in the original principal amount of Three Million Dollars (\$3,000,000) (the “Note”);

WHEREAS, as security for the payment obligations of RJM under the Note, Pledgor has agreed to execute and deliver to Holder this Agreement granting Holder a security interest in the Collateral (as hereinafter defined) as security for the repayment of the Note by RJM to the Holder.

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

### **AGREEMENT**

#### **1. CREATION OF SECURITY INTEREST**

Pledgor hereby grants to Holder a security interest in and lien upon the property described in Section 2 of this Agreement to secure performance and payment of all of RJM’s obligations under the Note. A copy of the Note is attached hereto as Exhibit A.

#### **2. COLLATERAL**

As collateral for the Note, Pledgor hereby assigns and grants to Holder a first-priority lien and security interest in the following (the “Collateral”):

(a) all of the assets of WeedMaps Media, Inc., including, but not limited to the domain name known as [www.weedmaps.com](http://www.weedmaps.com), and all revenue derived therefrom.

Holder’s security interest in the Collateral shall not be reduced or altered in any manner due to the monthly payments in accordance with the Note.

### 3. PLEDGOR'S REPRESENTATIONS AND WARRANTIES

Pledgor hereby represents and warrants to Holder as follows:

(a) *Clear Title To Collateral.* Other than the interest created by this Agreement, the Pledgor represents that it is the sole owner of the Collateral, having good and marketable title thereto, free and clear of any and all liens, encumbrances, claims, or rights of others created by any acts or omissions of Pledgor, except for the security interest granted to Holder.

(b) *Priority of Lien.* This Agreement constitutes a valid and continuing lien on and security interest in the Collateral in favor of Holder, prior to all other liens, encumbrances, security interests and rights of others arising from any acts or omissions of Pledgor, and is enforceable as such as against creditors of and purchasers from Pledgor.

(c) *Defend Title.* Pledgor will defend the title to the Collateral against the claim of any Person claiming against or through Pledgor and will maintain and preserve Holder's lien on the Collateral so long as this Agreement shall remain in effect.

(d) *No Transfer of Collateral.* Pledgor will not, without the prior written consent of Holder, sell, assign, transfer, mortgage, pledge or otherwise encumber any of its rights in or to the Collateral or any distributions or payments with respect thereto or grant a lien on any thereof, except for transfers to corporations controlled by RJM.

(e) *Protection of Collateral.* Pledgor shall do all acts that may be necessary or reasonable to maintain, preserve and protect the Collateral, and ensure that all Collateral is in good and working order, and shall never use the Collateral, or any part thereof, in a manner that results, or is likely to result, in waste or unreasonable deterioration of the Collateral.

(f) *Payment of Assessments, Taxes, Charges, etc.* Except for any taxes resulting from the transfer or disposition of the Collateral from Holder to the Pledgor, Pledgor shall pay, at least ten (10) days before delinquency, all taxes, charges, assessments, encumbrances and liens now or hereafter levied or imposed or becoming a lien upon the Collateral, or any part thereof, and all taxes and license fees imposed upon Pledgor's right to do business, and to keep the interest created by this Agreement a first lien upon the Collateral, subject only to the lien of current taxes and assessments not yet due and payable.

(g) *No Violation or Default.* Neither the execution, delivery or performance of this Agreement nor the consummation by Pledgor of the transactions contemplated hereby will: (a) conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any agreement, judgment or order to which it is a party or by which it or any of its properties may be bound or affected; or (b) to the best of its knowledge, constitute a violation of any applicable law or regulation.

(h) *Further Acts.* Upon demand, at any time, Pledgor shall make, do, execute and deliver all such further acts, documents, and instruments, including the execution, filing and recording of UCC-1 Financing Statements, as shall be reasonably required to effectuate the intent and purposes of this Agreement, so as to perfect, maintain and protect Holder's interest hereunder and render all of the Collateral available for the satisfaction of the obligations under the Note and to subject the Collateral to the interest created by this Agreement.

#### **4. EVENTS OF DEFAULT**

The following events are Events of Default:

(a) *Default on Note.* The Pledgor is in default pursuant to Section 4 of the Note. Any singular Event of Default shall allow Holder, jointly, to exercise the rights in Section 5 of this Agreement.

(b) *Limitations Regarding Collateral.* Pledgor sells, transfers, leases or otherwise disposes of any of the Collateral, or attempts, offers or contracts to do so, or Pledgor creates, permits or suffers to exist any lien, security interest, encumbrance, claim or right in or to the Collateral other than those agreed to in advance by Holder (the "Other Encumbrances"). Pledgor will, at Pledgor's sole expense, defend the Collateral against and take such other action as is necessary to remove such Other Encumbrances and defend the right, title and interest of Holder in and to any of Pledgor's rights to the Collateral, including without limitation any proceeds and products thereof, against the claims and demands of all persons.

(c) *Misrepresentation.* Any representation or warranty made by Pledgor herein or in the Note that proves to be untrue in any material respect, or any representation, statement, certificate or data furnished or made by Pledgor hereunder or under the Note proves to have been untrue in any material respect, as of the date as of which the facts therein set forth were stated or certified.

#### **5. HOLDER'S RIGHTS**

(a) *Rights of Holder Upon Default.* If there is an Event of Default the Holder may do the following: (1) require Pledgor to assemble the Collateral, including any books and records pertaining to the Collateral, and make them available to Holder at a place designated by Holder and transfer the Collateral to the Holder; (2) notify any account of Pledgor and any other person who shares Holder's interest in the Collateral; (3) request confirmation of the status of any account of the Pledgor upon which account Pledgor is obligated; (4) require Pledgor to obtain Holder's prior written consent to any sale, agreement to sell, or other disposition of any Collateral; or (5) remedy any default or waive any default without waiving the default remedies and without waiving any other prior or subsequent default.

(b) *Rights Under Uniform Commercial Code.* Without limiting any of Holder's rights and remedies under this Agreement, Holder may enforce the security interests and other liens given hereunder, and under the Note and documents referred to herein or contemplated hereby, pursuant to the applicable Uniform Commercial Code and any other applicable law including all legal and equitable remedies available to lenders generally.

(c) *Payments of Taxes and Insurance.* If Pledgor fails to pay any taxes, assessments, insurance premiums, or other amounts due to third parties as required by Pledgor on the Collateral, Holder may in their discretion and without prior notice to Pledgor, make any such payment. Any payments made by Holder under this paragraph shall not constitute (i) an agreement by Holder to make similar payments in the future, or (ii) a waiver by Holder of any Event of Default under this Agreement. Holder need not inquire as to, or contest the validity of, any such expense, tax, security interest, encumbrance or lien, and the receipt of the notice for the payment thereof shall be conclusive evidence that the same was validly due and owing.

(d) *Rights and Remedies are Cumulative.* All rights and remedies provided herein are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

## **6. ADDITIONAL PROVISIONS**

(a) *Notices.* All notices provided for in this Agreement shall be set forth in Section 7.2 of the Agreement and Plan of Reorganization.

(b) *No Waiver; Cumulative Remedies.* Holder shall not by any act, delay, omission or otherwise be deemed to have waived any of his rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by Holder. A waiver by Holder of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy, which Holder would otherwise have had on any future occasion. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

(c) *Successors and Assigns.* All covenants and agreements herein contained by or on behalf of the Pledgor shall bind its successors and assigns and shall inure to the benefit of the Holder and their successors and assigns. No Party may assign this Agreement or any instruments or documents executed in connection herewith or any of their respective rights hereunder without the prior written consent of the other Parties.

(d) *Governing Law; Venue.* THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY THEREIN, WITHOUT GIVING EFFECT TO THE RULES OR PRINCIPLES OF CONFLICTS OF LAW. Any action brought to

enforce the terms of this Agreement will be brought in the appropriate federal or state court having jurisdiction over the County of Orange, State of California, United States of America.

(e) *Severability.* In the event any one or more of the provisions contained in this Agreement, the Note, or in any other instrument or document referred to herein or executed in connection with or as security for the Note, shall, for any reason, be held to be invalid, illegal or unenforceable, such provision(s) shall not affect any other provision of this Agreement, the Note, or any other instrument or document referred to herein or executed in connection with or as security for the Note.

(f) *Defined Terms.* Unless otherwise defined in this Agreement, terms used in this Agreement which are defined in the applicable Uniform Commercial Code are used with the meanings as therein defined.

(g) *Entire Agreement.* This Agreement, along with the Note, and the Escrow Agreement of even date herewith, constitutes the full and entire understanding and agreement between the Parties with regard to the subjects hereof and no Party shall be liable or bound to the other Party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein. This Agreement may not be modified or amended except by a written instrument duly executed by all of the Parties.

(h) *Titles and Subtitles.* The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(i) *Attorneys' Fees.* 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 nonprevailing Party for all reasonable expenses incurred in resolving such dispute, including reasonable attorneys' fees exclusive of such amount of attorneys' fees as shall be a premium for result or for risk of loss under a contingency fee arrangement.

[remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Pledge and Security Agreement as of the Effective Date.

“Holder”

SearchCore, Inc.  
a Nevada corporation

“Pledgor”

WeedMaps Media, Inc.  
a Nevada corporation

---

By: James Pakulis  
Its: President and  
Chief Executive Officer

---

By: James Pakulis  
Its: President

IN WITNESS WHEREOF, the Parties have executed this Pledge and Security Agreement as of the Effective Date.

“Holder”

SearchCore, Inc.  
a Nevada corporation

By: James Pakulis  
Its: President and  
Chief Executive Officer

“Pledgor”

WeedMaps Media, Inc.  
a Nevada corporation

By: James Pakulis  
Its: President

**Exhibit A**

**Note**

**Exhibit M-46**

**Hartfield Assignment, Assumption and Release Agreement**

## **ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT**

This Assignment, Assumption and Release Agreement (the “Agreement”) is entered into effective December 31, 2012 (the “Effective Date”) by and between SearchCore Inc., a Nevada corporation (the “Company”), Justin Hartfield, an individual (“Hartfield”), and RJM BV, a Dutch corporation (“RJM”). Each of the Company, Hartfield, and RJM may be referred to herein as a “Party” and collectively as the “Parties.”

### **RECITALS**

WHEREAS, the Company has previously entered into that certain Secured Promissory Note between the Company and Hartfield, dated August 1, 2012 (the “Note”); that certain Pledge and Security Agreement between the Company and Hartfield, dated August 1, 2012 (the “Pledge and Security Agreement”); that certain Escrow Agreement between the Company and Hartfield, dated August 1, 2012 (the “Escrow Agreement”); that certain Consulting Agreement between the Company and Hartfield, dated August 1, 2012 (the “Consulting Agreement”); and that certain Global Securities Purchase, Consulting, and Resignation Agreement between the Company and Hartfield, dated July 31, 2012 (the “Global Agreement” and, together with the Note, Pledge and Security Agreement, Escrow Agreement, and the Consulting Agreement, the “Hartfield Agreements”);

WHEREAS, the Company and RJM entered into that certain Agreement and Plan of Reorganization dated December 11, 2012 (the “Agreement and Plan of Reorganization”), whereby the Company desires to sell and RJM desires to purchase all of the outstanding equity interests of WeedMaps Media, Inc. (“WeedMaps”);

WHEREAS, as partial consideration under the Agreement and Plan of Reorganization, the Company desires to assign to RJM, and RJM desires to assume from the Company, the Hartfield Agreements as set forth herein.

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

### **AGREEMENT**

1. As partial consideration under the Agreement and Plan of Reorganization, the Company hereby assigns to RJM, and RJM hereby assumes from the Company, the Hartfield Agreements as follows:

a. The Company assigns to RJM, and RJM assumes from the Company, any and all obligations of the Company contained in the Hartfield Agreements;

b. The Escrow Agreement and the Pledge and Security Agreement are hereby cancelled in their entirety and the collateral held pursuant thereto shall be released to the Company free and clear of any liens or other obligations arising from the Escrow Agreement and/or the Pledge and Security Agreement;

c. The Note is hereby modified so that it is no longer secured by any assets or collateral, but is instead an unsecured note.

2. Hartfield, and his agents, affiliates, predecessors, successors and assigns, hereby releases the Company, and each and all of its present and former agents, officers, directors, attorneys, and employees (collectively, the "Company Parties"), from and against any and all claims, agreements, contracts, covenants, representations, obligations, losses, liabilities, demands and causes of action which it may now or hereafter have or claim to have against the Company Parties as a result of the Hartfield Agreements. This release of claims and defenses shall not alter the prospective duties between the Parties under this Agreement and the Agreement and Plan of Reorganization.

Hartfield expressly agrees and understands that the above releases will be effective as of the date of this Agreement, and its sole remedy against any the Company Parties regarding the Hartfield Agreements will be for breach of this Agreement and the Agreement and Plan of Reorganization.

Section 1542 Release. It is understood and agreed by Hartfield that all rights under Section 1542 of the Civil Code of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by his must have materially affected his settlement with the debtor,"

are hereby expressly waived. Hartfield acknowledges, agrees and understands the consequences of a waiver of Section 1542 of the California Civil Code and assumes full responsibility for any and all injuries, damages, losses or liabilities that may hereinafter arise out of or be related to matters released hereunder. Hartfield understands and acknowledges that the significance and consequence of this waiver of Section 1542 of the Civil Code is that even if he should eventually suffer additional damages arising out of the subject matter hereof, he will not be permitted to make any claim for those damages. Furthermore, all he acknowledges that they intend these consequences even as to claims for damages that may exist as of the date of this Agreement but which he does not know exist, and which, if known, would materially affect his decision to execute this Agreement, regardless of whether his lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

“Company”

SearchCore, Inc.,  
a Nevada corporation

“RJM”

RJM BV,  
a Dutch corporation

---

By: James Pakulis  
Its: President and Chief Executive Officer

---

By: Mario Lap  
Its: President

“Hartfield”

---

Justin Hartfield, an individual

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

“Company”

SearchCore, Inc.,  
a Nevada corporation

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

“RJM”

RJM BV,  
a Dutch corporation

\_\_\_\_\_  
By: Mario Lap  
Its: President

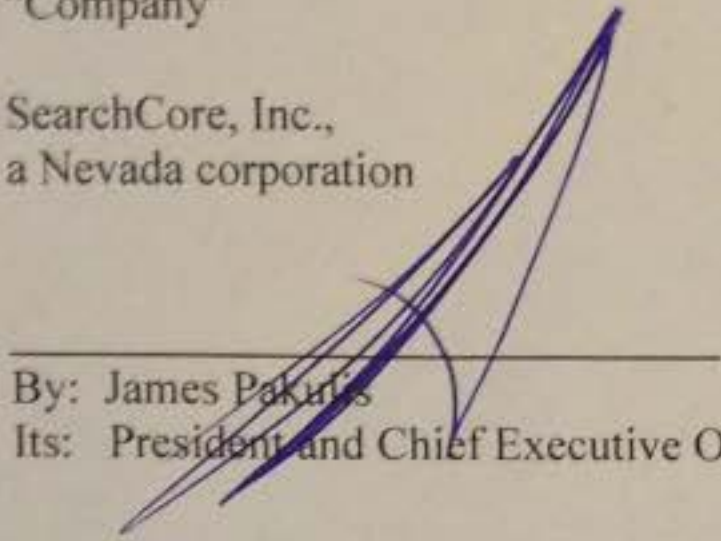
“Hartfield”

\_\_\_\_\_  
Justin Hartfield, an individual

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

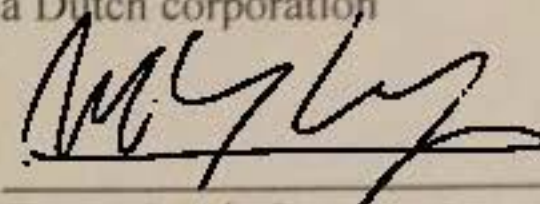
"Company"

SearchCore, Inc.,  
a Nevada corporation

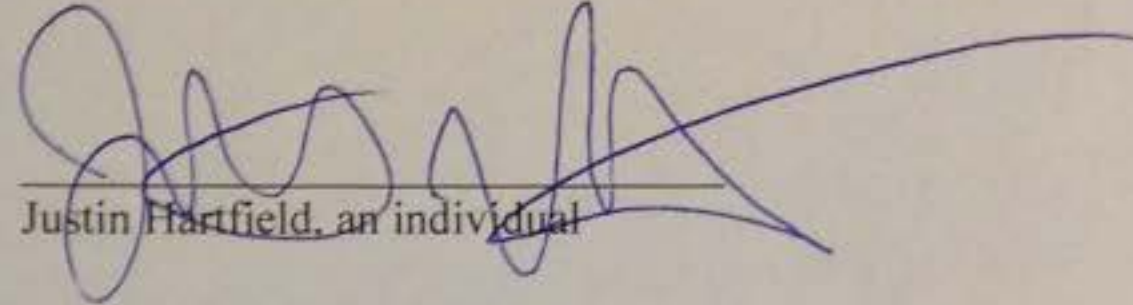
  
\_\_\_\_\_  
By: James Pakulis  
Its: President and Chief Executive Officer

"RJM"

RJM BV,  
a Dutch corporation

  
\_\_\_\_\_  
By: Mario Lap  
Its: President

"Hartfield"

  
\_\_\_\_\_  
Justin Hartfield, an individual

**Exhibit M-47**

**Francis Assignment, Assumption and Release Agreement**

## **ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT**

This Assignment, Assumption and Release Agreement (the “Agreement”) is entered into effective December 31, 2012 (the “Effective Date”) by and between SearchCore Inc., a Nevada corporation (the “Company”), Douglas Francis, an individual (“Francis”), and RJM BV, a Dutch corporation (“RJM”). Each of the Company, Francis, and RJM may be referred to herein as a “Party” and collectively as the “Parties.”

### **RECITALS**

WHEREAS, the Company has previously entered into that certain Secured Promissory Note between the Company and Francis, dated August 1, 2012 (the “Note”); that certain Pledge and Security Agreement between the Company and Francis, dated August 1, 2012 (the “Pledge and Security Agreement”); that certain Escrow Agreement between the Company and Francis, dated August 1, 2012 (the “Escrow Agreement”); and that certain Global Securities Purchase and Resignation Agreement between the Company and Francis, dated July 31, 2012 (the “Global Agreement” and, together with the Note, Pledge and Security Agreement, and the Escrow Agreement, the “Francis Agreements”);

WHEREAS, the Parties have entered into that certain Agreement and Plan of Reorganization dated December 11, 2012 (the “Agreement and Plan of Reorganization”), whereby the Company desires to sell and RJM desires to purchase all of the outstanding equity interests of WeedMaps Media, Inc. (“WeedMaps”);

WHEREAS, as partial consideration under the Agreement and Plan of Reorganization, the Company desires to assign to RJM, and RJM desires to assume from the Company, the Francis Agreements as set forth herein.

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

### **AGREEMENT**

1. As partial consideration under the Agreement and Plan of Reorganization, the Company hereby assigns to RJM, and RJM hereby assumes from the Company, the Francis Agreements as follows:

a. The Company assigns to RJM, and RJM assumes from the Company, any and all obligations of the Company contained in the Francis Agreements;

b. The Escrow Agreement and the Pledge and Security Agreement are hereby cancelled in their entirety and the collateral held pursuant thereto shall be released to the Company free and clear of any liens or other obligations arising from the Escrow Agreement and/or the Pledge and Security Agreement;

c. The Note is hereby modified so that it is no longer secured by any assets or collateral, but is instead an unsecured note.

2. Francis, and his agents, affiliates, predecessors, successors and assigns, hereby releases the Company, and each and all of its present and former agents, officers, directors, attorneys, and employees (collectively, the "Company Parties"), from and against any and all claims, agreements, contracts, covenants, representations, obligations, losses, liabilities, demands and causes of action which it may now or hereafter have or claim to have against the Company Parties as a result of the Francis Agreements. This release of claims and defenses shall not alter the prospective duties between the Parties under this Agreement and the Agreement and Plan of Reorganization.

Francis expressly agrees and understands that the above releases will be effective as of the date of this Agreement, and its sole remedy against any the Company Parties regarding the Francis Agreements will be for breach of this Agreement and the Agreement and Plan of Reorganization.

Section 1542 Release. It is understood and agreed by Francis that all rights under Section 1542 of the Civil Code of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by his must have materially affected his settlement with the debtor,"

are hereby expressly waived. Francis acknowledges, agrees and understands the consequences of a waiver of Section 1542 of the California Civil Code and assumes full responsibility for any and all injuries, damages, losses or liabilities that may hereinafter arise out of or be related to matters released hereunder. Francis understands and acknowledges that the significance and consequence of this waiver of Section 1542 of the Civil Code is that even if he should eventually suffer additional damages arising out of the subject matter hereof, he will not be permitted to make any claim for those damages. Furthermore, all he acknowledges that they intend these consequences even as to claims for damages that may exist as of the date of this Agreement but which he does not know exist, and which, if known, would materially affect his decision to execute this Agreement, regardless of whether his lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

[remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

“Company”

SearchCore, Inc.,  
a Nevada corporation

“RJM”

RJM BV,  
a Dutch corporation

---

By: James Pakulis  
Its: President and Chief Executive Officer

---

By: Mario Lap  
Its: President

“Francis”

---

Douglas Francis, an individual

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

“Company”

SearchCore, Inc.,  
a Nevada corporation

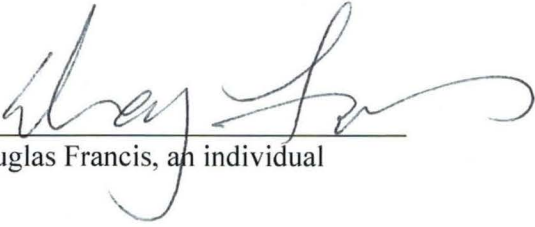
\_\_\_\_\_  
By: James Pakulis  
Its: President and Chief Executive Officer

“RJM”

RJM BV,  
a Dutch corporation

\_\_\_\_\_  
By: Mario Lap  
Its: President

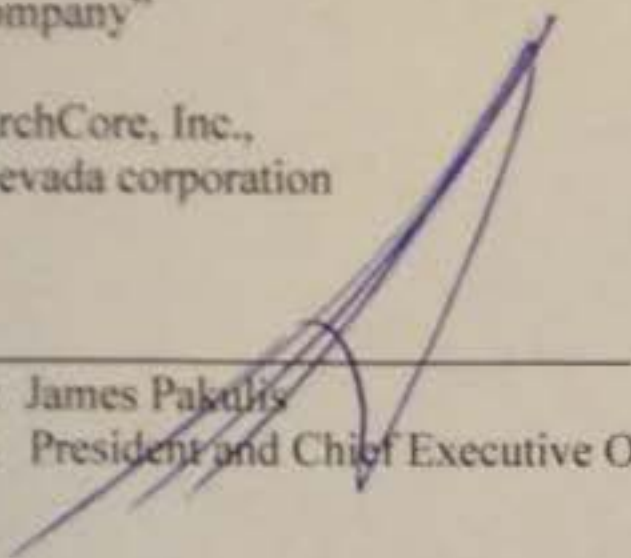
“Francis”

  
\_\_\_\_\_  
Douglas Francis, an individual

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

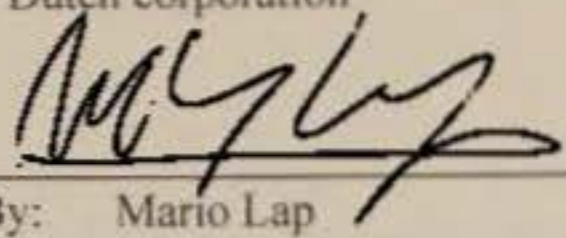
"Company"

SearchCore, Inc.,  
a Nevada corporation

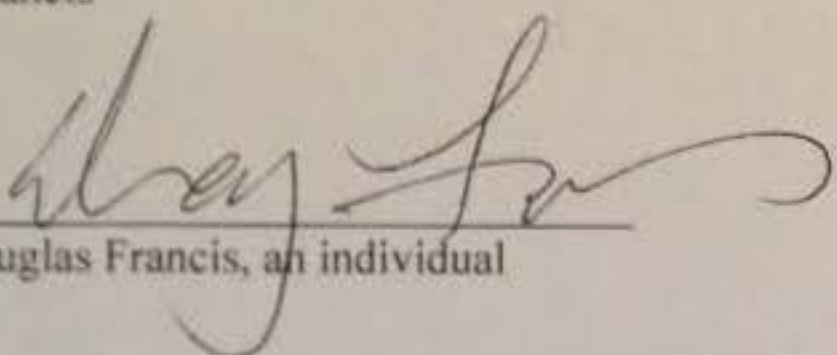
  
By: James Pakulis  
Its: President and Chief Executive Officer

"RJM"

RJM BV,  
a Dutch corporation

  
By: Mario Lap  
Its: President

"Francis"

  
Douglas Francis, an individual

**Exhibit M-48**

**Hoerling Assignment, Assumption and Release Agreement**

## **ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT**

This Assignment, Assumption and Release Agreement (this “Agreement”) is entered into effective December 31, 2012 (the “Effective Date”) by and among SearchCore, Inc., a Nevada corporation (the “Company”), Keith Hoerling, an individual (“Hoerling”), and RJM BV, a Dutch corporation (“RJM”). Each of the Company, Hoerling and RJM may be referred to herein as a “Party” and collectively as the “Parties.”

### **RECITALS**

WHEREAS, the Company and Hoerling entered into that certain Secured Promissory Note, dated August 9, 2012 (the “Note”); that certain Pledge and Security Agreement, dated August 9, 2012 (the “Pledge and Security Agreement”); and that certain Escrow Agreement, dated August 9, 2012 (the “Escrow Agreement” and, together with the Note and the Pledge and Security Agreement, the “Hoerling Agreements”);

WHEREAS, the Company and RJM entered into that certain Agreement and Plan of Reorganization dated December 11, 2012 (the “Agreement and Plan of Reorganization”), whereby the Company desires to sell and RJM desires to purchase all of the outstanding equity interests of WeedMaps Media, Inc. (“WeedMaps”);

WHEREAS, as partial consideration under the Agreement and Plan of Reorganization, the Company desires to assign to RJM, and RJM desires to assume from the Company, the Hoerling Agreements as set forth herein;

WHEREAS, effective as of the date hereof, Hoerling is resigning his employment with the Company.

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

### **AGREEMENT**

1. As partial consideration under the Agreement and Plan of Reorganization, the Company hereby assigns to RJM, and RJM hereby assumes from the Company, the Hoerling Agreements as follows:

a. The Company assigns to RJM, and RJM assumes from the Company, any and all obligations of the Company contained in the Hoerling Agreements;

b. The Escrow Agreement and the Pledge and Security Agreement are hereby cancelled in their entirety and the collateral held pursuant thereto shall be released to the Company free and clear of any liens or other obligations arising from the Escrow Agreement and/or the Pledge and Security Agreement;

c. The Note is hereby modified so that it is no longer secured by the collateral set forth in the Pledge and Security Agreement, but is instead secured by all the assets of a second-priority (behind the Company) lien and security interest in the following (the “Collateral”):

(i) all of the assets of WeedMaps, including but not limited to the domain name known as [www.weedmaps.com](http://www.weedmaps.com), and all revenue derived therefrom (the “Domain Name”); and

(ii) the WeedMaps Shares (as defined in the Agreement and Plan of Reorganization).

d. The Note is hereby further modified so that, notwithstanding anything to the contrary, in the event that substantially all of the business of WeedMaps Media, Inc. (“WeedMaps”), which is being purchased from the Company by RJM pursuant to the Agreement and Plan of Reorganization, is suspended by an investigation or other enforcement action by the federal government of the United States, then the obligations of RJM under the Note shall be suspended until such time as the business of WeedMaps is restored to a level at least fifty percent (50%) of that prior to such suspension. In the event any suspension pursuant to this section shall extend for more than twenty four (24) months, then the obligation of RMJ under the Note shall be terminated.

e. As additional consideration, WeedMaps will pay to Hoerling the sum of Thirty Thousand Dollars (\$30,000) per month for six (6) months beginning February 1, 2013.

2. Hoerling Agreements Release. Hoerling, and his agents, affiliates, predecessors, successors and assigns, hereby releases the Company, and each and all of its present and former agents, officers, directors, attorneys, and employees (collectively, the “Company Parties”), from and against any and all claims, agreements, contracts, covenants, representations, obligations, losses, liabilities, demands and causes of action which it may now or hereafter have or claim to have against the Company Parties as a result of the Hoerling Agreements. This release of claims and defenses shall not alter the prospective duties between the Parties under this Agreement and the Agreement and Plan of Reorganization.

Hoerling expressly agrees and understands that the above releases will be effective as of the date of this Agreement, and its sole remedy against any the Company Parties regarding the Hoerling Agreements will be for breach of this Agreement and the Agreement and Plan of Reorganization.

3. Effective as of the date hereof, Hoerling resigns as an employee of the Company, and any of its affiliated companies.

4. Hoerling Employment Release. Effective at the Closing, Hoerling, and anyone claiming through him, irrevocably and unconditionally releases, acquits and forever discharges WeedMaps and the Company and/or its subsidiaries, divisions, predecessors, successors and assigns, as well as each of their past and present officers, directors, employees, shareholders, trustees, joint venturers, partners, and anyone claiming through them (hereinafter “Releasees” collectively), in each of their individual and/or corporate capacities, from any and all claims, liabilities, promises, actions, damages and the like, known or unknown, which Hoerling has ever had against any of the Releasees arising out of or relating to Hoerling’s employment with the Company and/or the termination of Hoerling’s employment with the Company. Said claims include, but are not limited to: (1) employment discrimination (including claims of sex discrimination and/or sexual harassment) and retaliation under Title VII (42 U.S.C.A. 2000e etc.) and under 42 U.S.C.A. section 1981 and section 1983, age discrimination under the Age Discrimination in Employment Act (29 U.S.C.A. sections 621-634) as amended, under the California Constitution, under the California Fair Employment and Housing Act (“FEHA”), under the California Labor Code and/or any other relevant state statutes or municipal ordinances; (2) disputed wages; (3) wrongful discharge and/or breach of any alleged employment contract; and (4) claims based on any tort, such as invasion of privacy, defamation, fraud and infliction of emotional distress. Hoerling will not bring any legal action against any of the Releasees for any claim waived and released under this Agreement and represents and warrants that no such claim has been filed to date. Hoerling further agrees if he brings any type of administrative or legal action arising out of claims waived or released under this Agreement, he will bear all legal fees and costs, including those of the Releasees.

5. Section 1542 Release. It is understood and agreed by Hoerling that all rights under Section 1542 of the Civil Code of California, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor,”

are hereby expressly waived. Hoerling acknowledges, agrees and understands the consequences of a waiver of Section 1542 of the California Civil Code and assumes full responsibility for any and all injuries, damages, losses or liabilities that may hereinafter arise out of or be related to matters released hereunder. Hoerling understands and acknowledges that the significance and consequence of this waiver of Section 1542 of the Civil Code is that even if he should eventually suffer additional damages arising out of the subject matter hereof, he will not be permitted to make any claim for those damages. Furthermore, all he acknowledges that they intend these consequences even as to claims for damages that may exist as of the date of this Agreement but which he does not know exist, and which, if known, would materially affect his decision to execute this Agreement, regardless of whether his lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

“Company”

SearchCore, Inc.,  
a Nevada corporation

“RJM”

RJM BV,  
a Dutch corporation

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

\_\_\_\_\_  
By: Mario Lap  
Its: President

“Hoerling”

\_\_\_\_\_  
Keith Hoerling, an individual

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

“Company”

SearchCore, Inc.,  
a Nevada corporation

By: James Pakulis  
Its: President and Chief Executive Officer

“RJM”

RJM BV,  
a Dutch corporation

By: Mario Lap  
Its: President

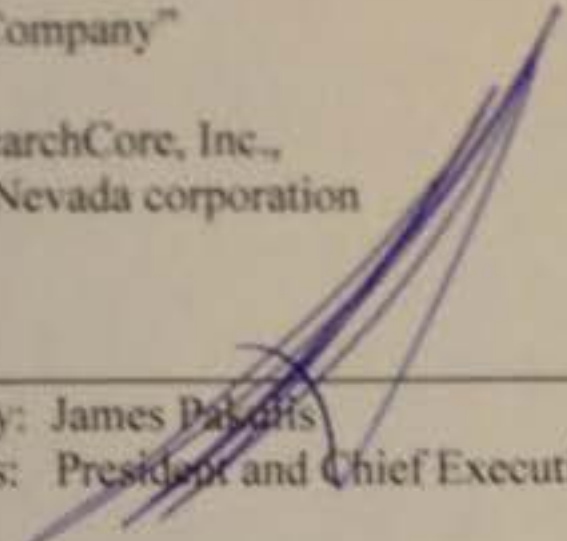
“Hoerling”

Keith Hoerling, an individual

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

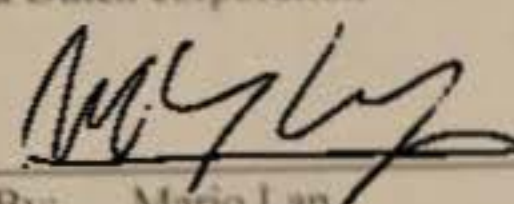
"Company"

SearchCore, Inc.,  
a Nevada corporation

  
\_\_\_\_\_  
By: James Pappalardo  
Its: President and Chief Executive Officer

"RJM"

RJM BV,  
a Dutch corporation

  
\_\_\_\_\_  
By: Mario Lap  
Its: President

"Hoerling"

\_\_\_\_\_  
Keith Hoerling, an individual

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

“Company”

“RJM”

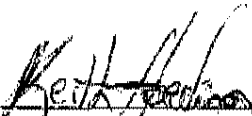
SearchCore, Inc.,  
a Nevada corporation

RJM BV,  
a Dutch corporation

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

\_\_\_\_\_  
By: Mario Lap  
Its: President

“Hoerling”

  
\_\_\_\_\_  
Keith Hoerling, an individual

**Exhibit M-49**

**Lease Assumption Agreement**

## LEASE ASSUMPTION AGREEMENT

This Lease Assumption Agreement (this “Agreement”) is entered into effective December 31, 2012 (the “Effective Date”) by and between SearchCore, Inc., a Nevada corporation (the “Company”) and RJM BV, a Dutch corporation (“RJM”). Each of the Company and RJM may be referred to herein as a “Party” and collectively as the “Parties.”

### RECITALS

WHEREAS, the Company previously entered into that certain Office Lease Agreement, dated January 17, 2011 (the “Lease”), a copy of which is attached hereto as Exhibit A;

WHEREAS, the Company and RJM entered into that certain Agreement and Plan of Reorganization dated December 11, 2012 (the “Agreement and Plan of Reorganization”), whereby the Company desires to sell and RJM desires to purchase various assets of the Company;

WHEREAS, as partial consideration under the Agreement and Plan of Reorganization, RJM desires to assume the Lease as set forth herein.

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

### AGREEMENT

1. As partial consideration under the Agreement and Plan of Reorganization, RJM assumes any and all obligations of the Company contained in the Lease.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

“Company”

SearchCore, Inc.,  
a Nevada corporation

“RJM”

RJM BV,  
a Dutch corporation

---

By: James Pakulis  
Its: President and Chief Executive Officer

---

By: Mario Lap  
Its: President

## LEASE ASSUMPTION AGREEMENT

This Lease Assumption Agreement (this "Agreement") is entered into effective December 31, 2012 (the "Effective Date") by and between SearchCore, Inc., a Nevada corporation (the "Company") and RJM BV, a Dutch corporation ("RJM"). Each of the Company and RJM may be referred to herein as a "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, the Company previously entered into that certain Office Lease Agreement, dated January 17, 2011 (the "Lease"), a copy of which is attached hereto as Exhibit A;

WHEREAS, the Company and RJM entered into that certain Agreement and Plan of Reorganization dated December 11, 2012 (the "Agreement and Plan of Reorganization"), whereby the Company desires to sell and RJM desires to purchase various assets of the Company;

WHEREAS, as partial consideration under the Agreement and Plan of Reorganization, RJM desires to assume the Lease as set forth herein.

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

### AGREEMENT

1. As partial consideration under the Agreement and Plan of Reorganization, RJM assumes any and all obligations of the Company contained in the Lease.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

"Company"

SearchCore, Inc.,  
a Nevada corporation

By:  \_\_\_\_\_  
Its: President and Chief Executive Officer

"RJM"

RJM BV,  
a Dutch corporation

By: \_\_\_\_\_  
Its: President

## LEASE ASSUMPTION AGREEMENT

This Lease Assumption Agreement (this "Agreement") is entered into effective December 31, 2012 (the "Effective Date") by and between SearchCore, Inc., a Nevada corporation (the "Company") and RJM BV, a Dutch corporation ("RJM"). Each of the Company and RJM may be referred to herein as a "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, the Company previously entered into that certain Office Lease Agreement, dated January 17, 2011 (the "Lease"), a copy of which is attached hereto as Exhibit A;

WHEREAS, the Company and RJM entered into that certain Agreement and Plan of Reorganization dated December 11, 2012 (the "Agreement and Plan of Reorganization"), whereby the Company desires to sell and RJM desires to purchase various assets of the Company;

WHEREAS, as partial consideration under the Agreement and Plan of Reorganization, RJM desires to assume the Lease as set forth herein.

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

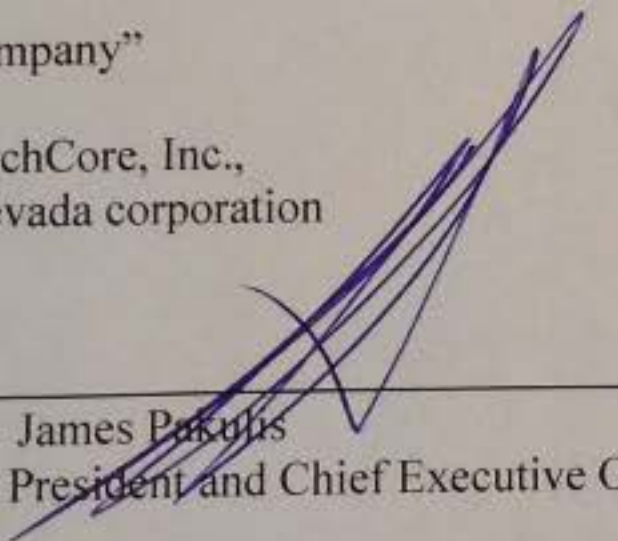
### AGREEMENT

1. As partial consideration under the Agreement and Plan of Reorganization, RJM assumes any and all obligations of the Company contained in the Lease.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

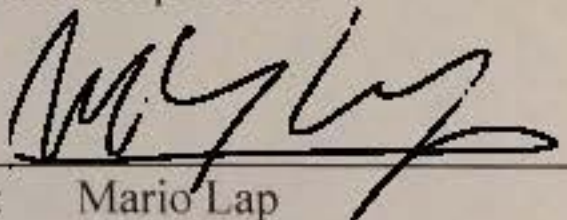
"Company"

SearchCore, Inc.,  
a Nevada corporation

By:   
Its: President and Chief Executive Officer

"RJM"

RJM BV,  
a Dutch corporation

  
By: Mario Lap  
Its: President

**Exhibit A**  
**Lease**

**Exhibit M-50**

**Agreement Assumption Agreement**

## **AGREEMENT ASSUMPTION AGREEMENT**

This Lease Assumption Agreement (this “Agreement”) is entered into effective December 31, 2012 (the “Effective Date”) by and between WeedMaps Media, Inc., a Nevada corporation (“WeedMaps”) and SearchCore, Inc., a Nevada corporation and the sole shareholder of WeedMaps (“SearchCore” and, together with WeedMaps, the “Company”) and RJM BV, a Dutch corporation (“RJM”). Each of the Company and RJM may be referred to herein as a “Party” and collectively as the “Parties.”

### **RECITALS**

WHEREAS, the Company previously entered various agreements set forth on Exhibit A (the “Assumed Agreements”);

WHEREAS, the Company and RJM entered into that certain Agreement and Plan of Reorganization dated December 11, 2012 (the “Agreement and Plan of Reorganization”), whereby the Company desires to sell and RJM desires to purchase various assets of the Company;

WHEREAS, as partial consideration under the Agreement and Plan of Reorganization, RJM desires to assume the Assumed Agreements as set forth herein.

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

### **AGREEMENT**

1. As partial consideration under the Agreement and Plan of Reorganization, RJM assumes any and all obligations of the Company contained in the Assumed Agreements.

[remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

“Company”

SearchCore, Inc.,  
a Nevada corporation

---

By: James Pakulis  
Its: President and Chief Executive Officer

“WeedMaps”

WeedMaps Media, Inc.,  
a Nevada corporation

---

By: James Pakulis  
Its: President

“RJM”

RJM BV,  
a Dutch corporation

---

By: Mario Lap  
Its: President

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

“Company”

SearchCore, Inc.,  
a Nevada corporation

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

“WeedMaps”

WeedMaps Media, Inc.,  
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\_\_\_\_\_  
By: James Pakulis  
Its: President

“RJM”

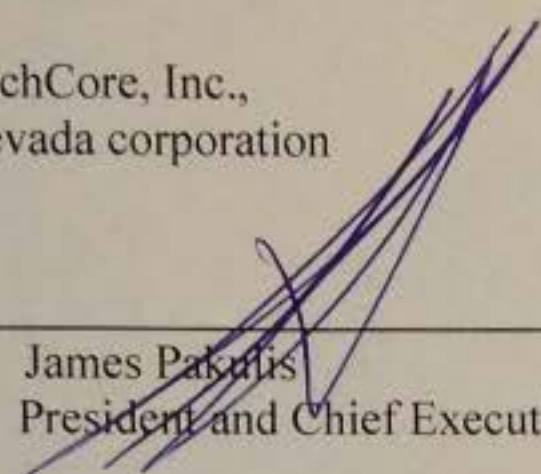
RJM BV,  
a Dutch corporation

\_\_\_\_\_  
By: Mario Lap  
Its: President

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

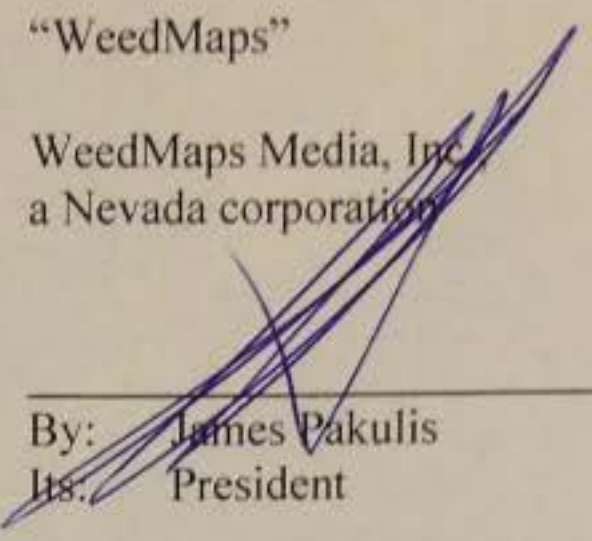
“Company”

SearchCore, Inc.,  
a Nevada corporation

  
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By: James Pakulis  
Its: President and Chief Executive Officer

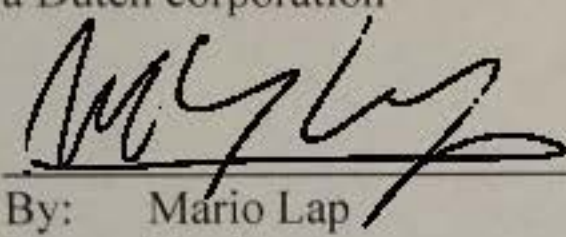
“WeedMaps”

WeedMaps Media, Inc.  
a Nevada corporation

  
\_\_\_\_\_  
By: James Pakulis  
Its: President

“RJM”

RJM BV,  
a Dutch corporation

  
\_\_\_\_\_  
By: Mario Lap  
Its: President

## **Exhibit A**

### **Assumed Agreements**

1. Listing Agreement dated January 4, 2011 with Prescription Vending Machines, Inc.
2. Website Promotion and Testing Services Agreement dated June 24, 2011 with SC Laboratories, Inc.
3. Domain Name Purchase Agreement dated November 18, 2011 with Global Life Enhancements, Inc.
4. Non-Recourse Secured Promissory Note dated November 18, 2011 with Global Life Enhancements, Inc.
5. Various Marketing Agreements and/or Video Production Agreements for WeedMaps.com or Marijuana.com.
6. Severance Agreement and General Release dated July 25, 2012 by and between SearchCore, Inc. and Gerald Lotter.
7. Global Securities Purchase, Consulting, and Resignation Agreement by and between SearchCore, WeedMaps, and Justin Hartfield dated as of July 31, 2012.
8. Global Securities Purchase and Resignation Agreement by and between SearchCore, WeedMaps, and Doug Francis dated as of July 31, 2012.
9. Separation Agreement and Release of All Claims by and between SearchCore, Inc. and Randolph Briggs dated effective as of August 1, 2012.
10. Consulting Services Agreement by and between SearchCore, Inc. and Randolph Briggs dated December 1, 2012.
11. Global Securities Purchase Agreement by and between SearchCore, WeedMaps, and Keith Hoerling dated August 14, 2012.

**Exhibit M-51**

**Buyer Non-Competition Agreement**

## NON-COMPETITION AGREEMENT

This Non-Competition Agreement (this “Agreement”) is entered into effective December 31, 2012 (the “Effective Date”), by and among RJM BV, a Dutch corporation (“RJM” or the “Buyer”), Douglas Francis, an individual (“Francis”), Justin Hartfield, an individual (“Hartfield”), Keith Hoerling, an individual (“Hoerling” and, together with RJM, Francis, Hartfield, and Hoerling, the “Bound Parties”), on the one hand, and SearchCore, Inc., a Nevada corporation (the “Seller”) and WeedMaps Media, Inc., a Nevada corporation (“WeedMaps”), on the other hand, pursuant to the Agreement and Plan of Reorganization dated December 11, 2012, by and among the Buyer, Seller, and WeedMaps (the “Purchase Agreement”). Capitalized terms used and not otherwise defined in this Agreement have the meanings ascribed to them in the Purchase Agreement.

### RECITALS:

WHEREAS, pursuant to the Purchase Agreement, the Seller is selling WeedMaps to Buyer and Buyer is purchasing WeedMaps from SearchCore;

WHEREAS, pursuant to the Purchase Agreement, RJM is assuming obligation owed by SearchCore and/or WeedMaps to each of Francis, Hartfield, and Hoerling, and as further consideration to Hoerling, adding additional collateral to secure the obligations owed to him;

WHEREAS, Francis, Hartfield, and Hoerling have been involved in the operation of the business of WeedMaps, defined for purposes of this Agreement as internet search and website operation for the medicinal cannabis industry (the “WeedMaps Business”);

WHEREAS, Francis and Hartfield are subject to various other non-compete agreements with SearchCore and/or WeedMaps which prevent them from being involved in the WeedMaps Business, which non-compete provisions need to be waived by SearchCore in connection with the transactions contemplated by the Purchase Agreement;

WHEREAS, Francis, Hartfield, and Hoerling have also been involved in the operation of the other businesses of SearchCore, defined for purposes of this Agreement as internet search, internet advertising, and website operation for (a) the tattoo industry, (b) the manufactured housing industry, (c) the recreational sports industry, and (d) other industries in which SearchCore and/or its affiliates operates, at the time of the Agreement or thereafter (the “SearchCore Business”);

WHEREAS, the execution and delivery of this Agreement is a condition precedent to, and an integral part of, the consideration flowing from the Parties to the Purchase Agreement for their consummation of the transactions contemplated by the Purchase Agreement; and

WHEREAS, the execution and delivery of this Agreement is necessary to ensure that the Parties to the Purchase Agreement receive the full benefit of the Purchase Agreement and preserve the goodwill associated with the WeedMaps Business and the SearchCore Business, and thus the Bound Parties agree to certain restrictions on their business activities from and after the Effective Date, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and expire on the day before the fifth (5th) anniversary hereof (the “Term”). For purposes of this Agreement, “SearchCore” shall include all subsidiaries, joint ventures, and affiliated entities and parties of SearchCore.

2. Confidentiality; Non-Disclosure. The Bound Parties acknowledge and agree that they have and in the future may continue to have access to secret and confidential information relating to the SearchCore Business (“Confidential Information”) and that the following restrictive covenants are necessary to protect the interests and continued success of the SearchCore Business. The Bound Parties shall not disclose any Confidential Information to any person or entity at any time during or after the expiration or earlier termination of this Agreement. As used in this Agreement, Confidential Information includes, without limitation, all information of a technical or commercial nature (such as information consisting of research and development, patents, trademarks and copyrights and applications thereto, formulas, codes, computer programs, software, methodologies, processes, innovations, software tools, know-how, knowledge, designs, drawings specifications, concepts, data, reports, techniques, documentation, pricing marketing plans, customer and prospect lists, trade secrets, financial information, salaries, business affairs, suppliers, profits, markets, sales strategies, forecasts and personnel information), whether written or oral, relating to the SearchCore Business, its customers and/or other business associates. The term “Confidential Information” shall not include information that has been made available to the public generally through no fault or breach of any Bound Party or that SearchCore regularly gives to third parties without restriction on use or disclosure.

3. Non-Competition. The Bound Parties agree that during the Term they will not, directly or indirectly, whether or not for compensation, be engaged in or have any financial interest in any business, wherever located, competing with or which may compete with the SearchCore Business. For purposes of this Agreement, a Bound Party will be deemed to be “engaged in or to have a financial interest in” a business if a Bound Party is an owner, shareholder, employee, officer, director, partner, agent, consultant, service provider, representative, salesperson, advisor, investor, principal, joint venturer or member of or to any Person, which is engaged in such a business, or if such Bound Party directly or indirectly receives remuneration from or performs services for such a Person, or if a member of such Bound Party’s immediate family beneficially owns an equity

interest, or interest convertible into equity, in any such entity; provided, however, that the foregoing will not prohibit any Bound Party from owning, for the purpose of passive investment, less than 5% of any class of securities of a publicly held corporation actively traded on a national securities exchange.

4. Non-Solicitation/Non-Interference. During the Term the Bound Parties shall not, directly or indirectly, acting as an employee, owner, shareholder, partner, member, joint venturer, contractor, advisor, representative, officer, director, agent, salesperson, consultant, service provider, advisor, investor or principal of any Person:

(a) solicit, advise, provide or sell, directly or indirectly, any services or products of the same or similar nature to services or products of the SearchCore Business, to any client or prospective client of SearchCore. For purposes of this Agreement the terms prospective client shall mean any Person or group of associated Persons whose business SearchCore has solicited at any time from the Effective Date to the termination of this Agreement;

(b) solicit, request or otherwise attempt to induce or influence, directly or indirectly, any present client, distributor or supplier, or prospective client, distributor or supplier, of SearchCore, to cancel, limit or postpone their business with SearchCore, or otherwise take action which might be to the disadvantage of SearchCore; or

(c) hire or solicit for employment, directly or indirectly, or induce or actively attempt to influence, any employee, officer, director, agent, contractor or other business associate of SearchCore (excluding employees prior to December 31, 2012), to terminate his or, her employment or discontinue such person's consultant, contractor or other business association with SearchCore.

5. Waiver of Existing Non-Compete Provisions. SearchCore and WeedMaps hereby waive and release Francis, Hartfield, and Hoerling from the non-compete provisions of any prior or existing employment agreements, consulting agreements, and stock purchase agreements, including but not limited to (a) the Global Securities Purchase Agreement with Hoerling dated August 9, 2012, (b) the Employment Agreement with Hoerling dated November 19, 2010, (c) the Global Securities Purchase, Consulting and Resignation Agreement with Hartfield dated July 31, 2012, and (d) the Global Securities Purchase and Resignation Agreement with Francis dated July 31, 2012.

6. Consideration. The parties acknowledge and agree that this Agreement is being entered into by the Bound Parties (i) in order to induce SearchCore to enter into the Purchase Agreement and to consummate the transactions contemplated thereby, and (ii) to preserve the goodwill associated with the SearchCore Business. The Bound Parties acknowledge that no consideration other than as set forth in the Purchase Agreement shall be paid to them in consideration of this Agreement.

7. Violation of Covenants. If any Bound Party violates any of the restrictive covenants contained in this Agreement, (i) the applicable restrictive period (with respect to each violating Bound Party) shall be increased by the period of time from the commencement of any such violation until the time such violation shall be cured by the violating Bound Party to the satisfaction of SearchCore, and (ii) SearchCore may pursue any and all remedies available to it at law and/or in equity to enforce, and recover damages for the breach of, the restrictive covenants contained in this Agreement, including, without limitation, demanding injunctive relief under Section 9.

8. Scope of Covenants. In the event that any of the provisions of this Agreement should ever be adjudicated to exceed the time, geographic, product or service and/or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic, product or service and/or other limitations permitted by applicable law. If the covenants of this Agreement are determined to be wholly or partially unenforceable in any jurisdiction, such determination shall not be a bar to or in any way diminish SearchCore's right to enforce such covenants in any other jurisdiction.

9. Injunctive Relief. The Bound Parties acknowledge and agree that in the event of a breach or threatened breach of this Agreement by any Bound Party, SearchCore may suffer irreparable harm and money damages alone would not afford SearchCore an adequate remedy and, therefore, SearchCore shall be entitled to obtain immediate injunctive relief, including, without limitation, a temporary restraining order and a preliminary and permanent injunction, in any court of competent jurisdiction (without being obligated to post a bond or other collateral) restraining the Bound Party(ies) from such breach or threatened breach of the restrictive covenants contained in this Agreement. Nothing herein shall be construed as prohibiting SearchCore from pursuing any other remedies available to it for such breach or threatened breach, including, without limitation, the recovery of monetary damages from the Bound Parties, jointly and severally.

10. Waiver. The waiver by either party of any breach by the other party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by such party.

11. Assignment. SearchCore may freely assign this Agreement, provided that SearchCore requires such assignee to expressly assume its obligations hereunder. The Bound Parties may not assign any of the Bound Parties' duties, responsibilities or obligations hereunder and any attempted assignment by any Bound Party shall be void and of no force and effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. No Conflicts. The Bound Parties, jointly and severally, represent and warrant to SearchCore that the execution, delivery and performance by the Bound Parties of this Agreement has been fully authorized and do not conflict with and will not result in a violation or breach of, or constitute (with or without the giving of notice or the lapse of

time or both) a default under any contract, agreement or understanding, whether oral or written, to which any Bound Party is a party or by which any Bound Party is bound and the there are no restrictions, covenants, agreements or limitations (including under any Bound Party's Organizational Documents) on any Bound Party's right or ability to enter into and fully perform this Agreement, and the Bound Parties agree to indemnify save SearchCore harmless from any liability, cost or expense, including attorney's fees, based upon or arising out of any such restrictions, covenants, agreements, or limitations that may be found to exist.

13. Entire Agreement. This Agreement contains the entire agreement of the parties and all promises, representations, understandings, arrangements and prior agreements on such subject are merged herein and superseded hereby. The provisions of this Agreement may not be amended, modified, repealed, waived or extended except by an agreement in writing signed by the party against whom enforcement of such amendment, modification, repeal, waiver or extension is sought.

14. Governing Law. This Agreement and all matters arising under (directly or indirectly) or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of California without giving effect to the choice of law or conflicts of law principles thereof.

15. Jurisdiction; Venue. Each of the parties hereto agrees that any action or suit which may be brought by any party hereto against any other party hereto in connection with this Agreement or the transactions contemplated hereby may be brought only in a federal or state court in Orange County, California.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together be deemed to constitute one and the same instrument.

17. Survival. Sections 2, 5, 7 and 9 through 16 shall survive the expiration or earlier termination of this Agreement.

[remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written hereinabove.

“RJM”

RJM BV,  
a Dutch corporation

---

By: Mario Lap  
Its: President

---

By: Douglas Francis, an individual

---

By: Justin Hartfield, an individual

---

By: Keith Hoerling, an individual

“SearchCore”

SearchCore, Inc.,  
a Nevada corporation

---

By: James Pakulis  
Its: President and Chief Executive  
Officer

“WeedMaps”

WeedMaps Media, Inc.,

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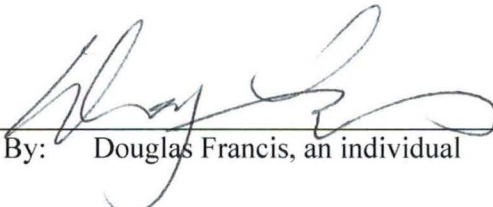
By: James Pakulis  
Its: President

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a Dutch corporation

By: Mario Lap  
Its: President

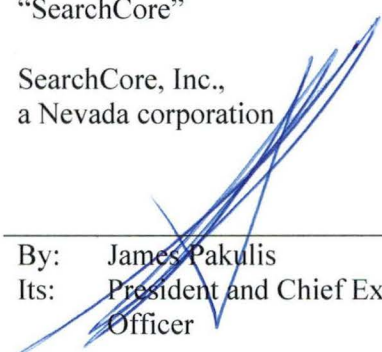
  
By: Douglas Francis, an individual

By: Justin Hartfield, an individual

By: Keith Hoerling, an individual

“SearchCore”

SearchCore, Inc.,  
a Nevada corporation

  
By: James Pakulis  
Its: President and Chief Executive Officer

“WeedMaps”

WeedMaps Media, Inc.,

  
By: James Pakulis  
Its: President

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written hereinabove.

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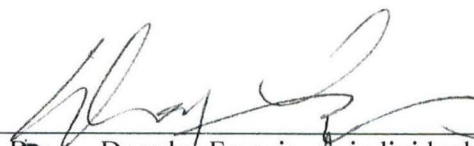
RJM BV,  
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By: Mario Lap  
Its: President

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a Nevada corporation

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

  
By: Douglas Francis, an individual

  
By: Justin Hartfield, an individual

By: Keith Hoerling, an individual

“WeedMaps”

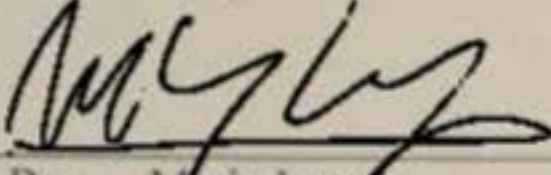
WeedMaps Media, Inc.,

By: ~~James Pakulis~~  
Its: ~~President~~

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"RJM"

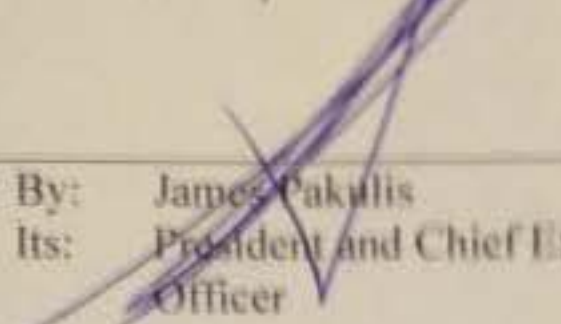
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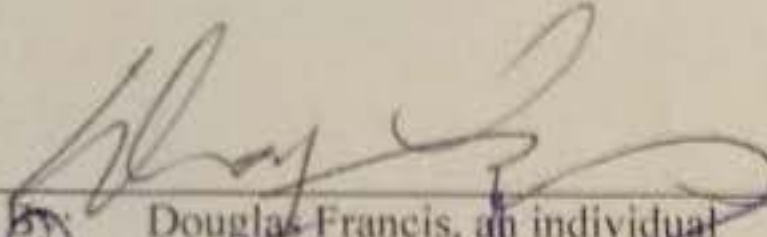
By: Mario Lap  
Its: President

"SearchCore"

SearchCore, Inc.,  
a Nevada corporation



By: James Pakulis  
Its: President and Chief Executive Officer



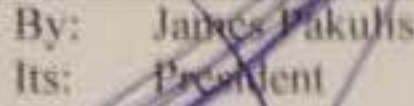
By: Douglas Francis, an individual

By: Justin Hartfield, an individual

By: Keith Hoerling, an individual

"WeedMaps"

WeedMaps Media, Inc.,



By: James Pakulis  
Its: President

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written hereinabove.

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"SearchCore"

RJM BV,  
a Dutch corporation

SearchCore, Inc.,  
a Nevada corporation

By: Mario Lap  
Its: President

By: James Pakulis  
Its: President and Chief Executive  
Officer

By: Douglas Francis, an individual

"WeedMaps"  
WeedMaps Media, Inc.,

By: Justin Hartfield, an individual

By: James Pakulis  
Its: President

  
By: Keith Hoerling, an individual

**Exhibit M-52**

**Seller Non-Competition Agreement**

## NON-COMPETITION AGREEMENT

This Non-Competition Agreement (this “Agreement”) is entered into effective December 31, 2012 (the “Effective Date”), by and among RJM BV, a Dutch corporation (“RJM” or the “Buyer”), SearchCore, Inc., a Nevada corporation (the “Seller”), James Pakulis, an individual (“Pakulis”) and Brad Nelms, an individual (“Nelms”, and together with Pakulis and Seller, the “Bound Parties”) pursuant to the Agreement and Plan of Reorganization dated December 11, 2012, by and among the Buyer, Seller, and WeedMaps Media, Inc., a Nevada corporation (“WeedMaps”) (the “Purchase Agreement”). Capitalized terms used and not otherwise defined in this Agreement have the meanings ascribed to them in the Purchase Agreement.

### RECITALS:

WHEREAS, the Bound Parties have been involved in the operation of the business of WeedMaps, defined for purposes of this Agreement as internet search and website operation for the medicinal cannabis industry (the “Business”);

WHEREAS, pursuant to the Purchase Agreement, the Seller is selling WeedMaps to Buyer and Buyer is purchasing WeedMaps from SearchCore;

WHEREAS, the execution and delivery of this Agreement is a condition precedent to, and an integral part of, the consideration flowing from Buyer for its consummation of the transactions contemplated by the Purchase Agreement including its payment of the Purchase Price; and

WHEREAS, the execution and delivery of this Agreement is necessary to ensure that Buyer receives the full benefit of the Purchase Agreement and preserve the goodwill associated with the Business, the Bound Parties agree to certain restrictions on their business activities from and after the Effective Date, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and expire on the day before the fifth (5th) anniversary hereof (the “Term”).
2. Confidentiality; Non-Disclosure. The Bound Parties acknowledge and agree that they have and in the future may continue to have access to secret and confidential information relating to the Business (“Confidential Information”) and that the following restrictive covenants are necessary to protect the interests and continued

success of the Business. The Bound Parties shall not disclose any Confidential Information to any person or entity at any time during or after the expiration or earlier termination of this Agreement. As used in this Agreement, Confidential Information includes, without limitation, all information of a technical or commercial nature (such as information consisting of research and development, patents, trademarks and copyrights and applications thereto, formulas, codes, computer programs, software, methodologies, processes, innovations, software tools, know-how, knowledge, designs, drawings specifications, concepts, data, reports, techniques, documentation, pricing marketing plans, customer and prospect lists, trade secrets, financial information, salaries, business affairs, suppliers, profits, markets, sales strategies, forecasts and personnel information), whether written or oral, relating to the Business, its customers and/or other business associates. The term “Confidential Information” shall not include information that has been made available to the public generally through no fault or breach of any Bound Party or that the Buyer regularly gives to third parties without restriction on use or disclosure.

3. Non-Competition. The Bound Parties agree that during the Term they will not, directly or indirectly, whether or not for compensation, be engaged in or have any financial interest in any business, wherever located, competing with or which may compete with the Business as it exists on the Effective Date. For purposes of this Agreement, a Bound Party will be deemed to be “engaged in or to have a financial interest in” a business if a Bound Party is an owner, shareholder, employee, officer, director, partner, agent, consultant, service provider, representative, salesperson, advisor, investor, principal, joint venturer or member of or to any Person, which is engaged in such a business, or if such Bound Party directly or indirectly receives remuneration from or performs services for such a Person, or if a member of such Bound Party’s immediate family beneficially owns an equity interest, or interest convertible into equity, in any such entity; provided, however, that the foregoing will not prohibit any Bound Party from owning, for the purpose of passive investment, less than 5% of any class of securities of a publicly held corporation actively traded on a national securities exchange.

4. Non-Solicitation/Non-Interference. During the Term the Bound Parties shall not, directly or indirectly, acting as an employee, owner, shareholder, partner, member, joint venturer, contractor, advisor, representative, officer, director, agent, salesperson, consultant, service provider, advisor, investor or principal of any Person:

(a) solicit, advise, provide or sell, directly or indirectly, any services or products of the same or similar nature to services or products of the Business, to any client or prospective client of WeedMaps. For purposes of this Agreement the terms prospective client shall mean any Person or group of associated Persons whose business WeedMaps has solicited at any time from the Effective Date to the termination of this Agreement;

(b) solicit, request or otherwise attempt to induce or influence, directly or indirectly, any present client, distributor or supplier, or prospective client, distributor or supplier, of WeedMaps, to cancel, limit or postpone their business with WeedMaps, or otherwise take action which might be to the disadvantage of WeedMaps; or

(c) hire or solicit for employment, directly or indirectly, or induce or actively attempt to influence, any employee, officer, director, agent, contractor or other business associate of WeedMaps (excluding employees prior to December 31, 2012), to terminate his or, her employment or discontinue such person's consultant, contractor or other business association with WeedMaps.

5. Consideration. The parties acknowledge and agree that this Agreement is being entered into by the Bound Parties (i) in order to induce Buyer to enter into the Purchase Agreement and to consummate the transactions contemplated thereby, (ii) in consideration of the Purchase Price to be paid for WeedMaps, and (iii) to preserve the goodwill associated with the Business. The Bound Parties acknowledge that no consideration beyond the Purchase Price set forth in the Purchase Agreement shall be paid to them in consideration of this Agreement.

6. Violation of Covenants. If any Bound Party violates any of the restrictive covenants contained in this Agreement, (i) the applicable restrictive period (with respect to each violating Bound Party) shall be increased by the period of time from the commencement of any such violation until the time such violation shall be cured by the violating Bound Party to the satisfaction of Buyer, and (ii) Buyer may pursue any and all remedies available to it at law and/or in equity to enforce, and recover damages for the breach of, the restrictive covenants contained in this Agreement, including, without limitation, demanding injunctive relief under Section 8.

7. Scope of Covenants. In the event that any of the provisions of this Agreement should ever be adjudicated to exceed the time, geographic, product or service and/or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic, product or service and/or other limitations permitted by applicable law. If the covenants of this Agreement are determined to be wholly or partially unenforceable in any jurisdiction, such determination shall not be a bar to or in any way diminish the Buyer's right to enforce such covenants in any other jurisdiction.

8. Injunctive Relief. The Bound Parties acknowledge and agree that in the event of a breach or threatened breach of this Agreement by any Bound Party, Buyer may suffer irreparable harm and money damages alone would not afford Buyer an adequate remedy and, therefore, Buyer shall be entitled to obtain immediate injunctive relief, including, without limitation, a temporary restraining order and a preliminary and permanent injunction, in any court of competent jurisdiction (without being obligated to

post a bond or other collateral) restraining the Bound Party(ies) from such breach or threatened breach of the restrictive covenants contained in this Agreement. Nothing herein shall be construed as prohibiting Buyer from pursuing any other remedies available to it for such breach or threatened breach, including, without limitation, the recovery of monetary damages from the Bound Parties, jointly and severally.

9. Waiver. The waiver by either party of any breach by the other party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by such party.

10. Assignment. The Buyer may freely assign this Agreement, provided that Buyer requires such assignee to expressly assume its obligations hereunder. The Bound Parties may not assign any of the Bound Parties' duties, responsibilities or obligations hereunder and any attempted assignment by any Bound Party shall be void and of no force and effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. No Conflicts. The Bound Parties, jointly and severally, represent and warrant to Buyer that the execution, delivery and performance by the Bound Parties of this Agreement has been fully authorized and do not conflict with and will not result in a violation or breach of, or constitute (with or without the giving of notice or the lapse of time or both) a default under any contract, agreement or understanding, whether oral or written, to which any Bound Party is a party or by which any Bound Party is bound and the there are no restrictions, covenants, agreements or limitations (including under any Bound Party's Organizational Documents) on any Bound Party's right or ability to enter into and fully perform this Agreement, and the Bound Parties agree to indemnify save Buyer harmless from any liability, cost or expense, including attorney's fees, based upon or arising out of any such restrictions, covenants, agreements, or limitations that may be found to exist.

12. Entire Agreement. This Agreement contains the entire agreement of the parties and all promises, representations, understandings, arrangements and prior agreements on such subject are merged herein and superseded hereby. The provisions of this Agreement may not be amended, modified, repealed, waived or extended except by an agreement in writing signed by the party against whom enforcement of such amendment, modification, repeal, waiver or extension is sought.

13. Governing Law. This Agreement and all matters arising under (directly or indirectly) or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of California without giving effect to the choice of law or conflicts of law principles thereof.

14. Jurisdiction; Venue. Each of the parties hereto agrees that any action or suit which may be brought by any party hereto against any other party hereto in

connection with this Agreement or the transactions contemplated hereby may be brought only in a federal or state court in Orange County, California.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together be deemed to constitute one and the same instrument.

16. Survival. Sections 2, 6 and 8 through 16 shall survive the expiration or earlier termination of this Agreement.

[remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written hereinabove.

“RJM”

“SearchCore”

RJM BV,  
a Dutch corporation

SearchCore, Inc.,  
a Nevada corporation

---

By: Mario Lap  
Its: President

---

By: James Pakulis  
Its: President and Chief Executive  
Officer

---

By: James Pakulis, an individual

---

By: Brad Nelms, an individual

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written hereinabove.

“RJM”

RJM BV,  
a Dutch corporation

---

By: Mario Lap  
Its: President

---

By: James Pakulis, an individual

“SearchCore”

SearchCore, Inc.,  
a Nevada corporation

---

By: James Pakulis  
Its: President and Chief Executive  
Officer

---

By: Brad Nelms, an individual



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written hereinabove.

“RJM”

RJM BV,  
a Dutch corporation

By: Mario Lap  
Its: President

By: James Pakulis, an individual

“SearchCore”

SearchCore, Inc.,  
a Nevada corporation

By: James Pakulis  
Its: President and Chief Executive  
Officer

By: Brad Nelms, an individual



**Exhibit M-53**

**Assignment of Trademarks**

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made effective as of the 31st day of December, 2012 by and between SearchCore, Inc., a Nevada corporation (“Assignor”) and WeedMaps Media, Inc., a Nevada corporation (“WeedMaps” or the “Assignee”).

WHEREAS, the Assignor and Assignee have entered into that certain Agreement and Plan of Reorganization dated December 11, 2012 (the “Purchase Agreement”), whereby Assignor is selling WeedMaps to RMJ BV, a Dutch corporation (“RJM” or the “Buyer”);

WHEREAS, Assignor and WeedMaps have adopted and used in its business the trademarks identified on Exhibit A attached hereto (the “Trademarks”); and

WHEREAS, the Assignee is purchasing the Trademarks from Assignor pursuant to the Purchase Agreement,

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

1. Assignor does sell, assign, transfer and set over unto Assignee its entire right, title and interest in and to the Trademarks, together with the good will symbolized by and associated with the business in connection with which the Trademarks are used, all income, royalties, and payments now or hereafter due or payable in respect thereto, and all causes of action either in law or equity, for past, present or future infringement based upon the Trademarks.

2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents that may be necessary to more fully grant, convey, transfer, assign and deliver to and vest in Assignee the Trademarks hereby granted, conveyed, transferred, assigned and delivered or intended so to be.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed by its duly authorized officer on the date first above written.

“Assignor”

“Assignee”

SearchCore, Inc.,  
a Nevada corporation

WeedMaps Media, Inc.,  
a Nevada corporation

---

By: James Pakulis  
Its: President and Chief Executive  
Officer

---

By: James Pakulis  
Its: President

**ASSIGNMENT OF TRADEMARKS**

This Assignment of Trademarks is made effective as of the 31st day of December, 2012 by and between SearchCore, Inc., a Nevada corporation (“Assignor”) and WeedMaps Media, Inc., a Nevada corporation (“WeedMaps” or the “Assignee”).

WHEREAS, the Assignor and Assignee have entered into that certain Agreement and Plan of Reorganization dated December 11, 2012 (the “Purchase Agreement”), whereby Assignor is selling WeedMaps to RMJ BV, a Dutch corporation (“RJM” or the “Buyer”);

WHEREAS, Assignor and WeedMaps have adopted and used in its business the trademarks identified on Exhibit A attached hereto (the “Trademarks”); and

WHEREAS, the Assignee is purchasing the Trademarks from Assignor pursuant to the Purchase Agreement,

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

1. Assignor does sell, assign, transfer and set over unto Assignee its entire right, title and interest in and to the Trademarks, together with the good will symbolized by and associated with the business in connection with which the Trademarks are used, all income, royalties, and payments now or hereafter due or payable in respect thereto, and all causes of action either in law or equity, for past, present or future infringement based upon the Trademarks.

2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents that may be necessary to more fully grant, convey, transfer, assign and deliver to and vest in Assignee the Trademarks hereby granted, conveyed, transferred, assigned and delivered or intended so to be.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed by its duly authorized officer on the date first above written.

“Assignor”

SearchCore, Inc.,  
a Nevada corporation

By: James Pakulis  
Its: President and Chief Executive  
Officer

“Assignee”

WeedMaps Media, Inc.,  
a Nevada corporation

By: James Pakulis  
Its: President

**Exhibit A**

<b>Trademark Serial Number</b>	<b>Trademark Registration Number</b>	<b>Word Mark</b>
<b>85313777</b>		<b>WEEDMAPS</b>
<b>85313748</b>		<b>WEEDMAPS</b>
<b>77238785</b>	<b>3604917</b>	<b>BONFIRE</b>
<b>85295741</b>		<b>WEEDMENU</b>

**Exhibit M-54**

**Assignment of Domain Names**

## ASSIGNMENT OF DOMAIN NAMES

This Assignment of Domain Names is made effective as of the 31st day of December, 2012 by and between SearchCore, Inc., a Nevada corporation (“Assignor”) and WeedMaps Media, Inc., a Nevada corporation (“WeedMaps” or the “Assignee”).

WHEREAS, the Assignor and Assignee have entered into that certain Agreement and Plan of Reorganization dated December 11, 2012 (the “Purchase Agreement”), whereby Assignor is selling WeedMaps to RMJ BV, a Dutch corporation (“RJM” or the “Buyer”);

WHEREAS, Assignor and WeedMaps have adopted and used in its business the URLs and domain names identified on Exhibit A attached hereto (the “Domain Names”); and

WHEREAS, the Assignee is purchasing the Domain Names from Assignor pursuant to the Purchase Agreement,

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

1. Assignor does sell, assign, transfer and set over unto Assignee its entire right, title and interest in and to the Domain Names, together with the good will symbolized by and associated with the business in connection with which the Domain Names are used, all income, royalties, and payments now or hereafter due or payable in respect thereto, and all causes of action either in law or equity, for past, present or future infringement based upon the Domain Names.

2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents that may be necessary to more fully grant, convey, transfer, assign and deliver to and vest in Assignee the Domain Names hereby granted, conveyed, transferred, assigned and delivered or intended so to be.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Domain Names to be executed by its duly authorized officer on the date first above written.

“Assignor”

“Assignee”

SearchCore, Inc.,  
a Nevada corporation

WeedMaps Media, Inc.,  
a Nevada corporation

---

By: James Pakulis  
Its: President and Chief Executive  
Officer

---

By: James Pakulis  
Its: President

## ASSIGNMENT OF DOMAIN NAMES

This Assignment of Domain Names is made effective as of the 31st day of December, 2012 by and between SearchCore, Inc., a Nevada corporation (“Assignor”) and WeedMaps Media, Inc., a Nevada corporation (“WeedMaps” or the “Assignee”).

WHEREAS, the Assignor and Assignee have entered into that certain Agreement and Plan of Reorganization dated December 11, 2012 (the “Purchase Agreement”), whereby Assignor is selling WeedMaps to RMJ BV, a Dutch corporation (“RJM” or the “Buyer”);

WHEREAS, Assignor and WeedMaps have adopted and used in its business the URLs and domain names identified on Exhibit A attached hereto (the “Domain Names”); and

WHEREAS, the Assignee is purchasing the Domain Names from Assignor pursuant to the Purchase Agreement,

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

1. Assignor does sell, assign, transfer and set over unto Assignee its entire right, title and interest in and to the Domain Names, together with the good will symbolized by and associated with the business in connection with which the Domain Names are used, all income, royalties, and payments now or hereafter due or payable in respect thereto, and all causes of action either in law or equity, for past, present or future infringement based upon the Domain Names.

2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents that may be necessary to more fully grant, convey, transfer, assign and deliver to and vest in Assignee the Domain Names hereby granted, conveyed, transferred, assigned and delivered or intended so to be.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Domain Names to be executed by its duly authorized officer on the date first above written.

“Assignor”

SearchCore, Inc.,  
a Nevada corporation

By: James Pakulis  
Its: President and Chief Executive  
Officer

“Assignee”

WeedMaps Media, Inc.,  
a Nevada corporation

By: James Pakulis  
Its: President

## Exhibit A

### Domain Name

420ALREADY.COM  
420DATING.COM  
420PROPERTIES.COM  
ALASKADISPENSARIES.COM  
ALBUQUERQUECANNABIS.COM  
BALTIMORECANNABIS.COM  
BARNEYSSTORE.US  
BARNEYSSTORE.COM  
BARNEYSUSA.COM  
BHOHASH.COM  
BHOMG.COM  
BOYCOTTWEEDMAPS.COM  
BUBBLEHASHMACHINE.COM  
BUDTRIMMER.COM  
BUSCALOCAL.COM  
BUTANEEXTRACTION.COM  
BUTANEHONEYOIL.COM  
BUYMARIHUANASEEDS.COM  
BUYMARIJUANASEEDS1.COM  
BUYMARIJUANASEEDSFORSALE.COM  
CALIFORNIACANANBISCLUBS.COM  
CALIFORNIAMEDICALMARIJUANA.NET  
CANNABISCLUBS.COM  
CANNABISCONCENTRATES.COM  
CANNABISVENTURES.COM  
CAVIARMAPS.COM  
CBDEXTRACT.COM  
CHECKMATESEO.COM  
CHECKMATESEO.NET  
CHICAGODISPENSARIES.COM  
CLUBREVIEWSVEGAS.COM  
DAILYDEALHOST.NET  
DISCOUNTGRINDERS.COM  
DISPENSARY.COM  
DISPENSARYMAPS.COM  
EARWAXHEAD.COM  
EARWAXTOOLS.COM  
ECSTASYPILL.COM  
FACEBOOKPICKUP.COM  
FLINTCANNABIS.COM

[continued]

FULLBUBBLEHASH.COM  
FULLBUBBLEMELT.COM  
FULLMELTBUBBLEHASH.COM  
FULLMELTHASH.COM  
GARDENSCURE.COM  
GENCANN.COM  
GENERALMARIJUANA.COM  
GLASSPIECE.COM  
GREEDMAPS.COM  
GROWINGPOT.ORG  
GROWINGSYSTEM.NET  
GROWINGWEED.ORG  
GROWSHOPS.COM  
GROWSYSTEMS.NET  
GUERRILLAUNION.TV  
HASHOILHEAD.COM  
HEROJUANA.COM  
HOLLYWOODCANNABISCLUBS.COM  
HOMEGROWNBD.COM  
HONEYHASHOIL.COM  
HOUSTONCANNABISCLUB.COM  
INFOLOGIA.COM  
INFRAREDVAPORIZER.COM  
KIEFHASH.COM  
KIEFPRESS.COM  
KUSHCLONES.COM  
KUSHMAPS.COM  
KUSHSMOKE.COM  
LEGALMARIJUANADISPENSARY.COM  
LEGALMARIJUANAVENDOR.COM  
LONGBEACHCANNABISCLUBS.COM  
MAINECANNABISCLUB.COM  
MAINEDISPENSARIES.COM  
MAPWEED.COM  
MARIJUANABUYERSLEAGUE.COM  
MARIJUANACONCENTRATES.COM  
MARIJUANACONSULTATIONS.COM  
MARIJUANANEWSNETWORK.COM  
MARIJUANASEEDSFORSALE.NET  
MARIJUANASTRAINS.COM  
MASSSPECTROMETER.ORG  
MAUICANNABISCLUB.COM  
MAUIDISPENSARY.COM  
MEDICALMARIJUANA CLINIC.COM

[continued]

MEDICALMARIJUANADISPENSARIES.COM  
MEDICALMARIJUANAJOBS.COM  
MEDICALMARIJUANAPATIENTFORUM.COM  
MEDICALMARIJUANAPRESCRIPTIONS.COM  
MONTANADISPENSARIES.COM  
NECTARHASH.COM  
NEVADACANNABISCLUB.COM  
NEWMEXICODISPENSARY.COM  
NUGBLASTERS.COM  
NUGPORN.COM  
NUGPORN.XXX  
NUGREVIEWS.COM  
OAHUCANNABIS.COM  
ORANGECOUNTYCANNABISCLUBS.COM  
OREGONMARIJUANA.COM  
PAIDDUES.TV  
PATIENTFREEBIES.COM  
PORTLANDDISPENSARY.COM  
QUICKWASHISO.COM  
RAW-ETHER.COM  
RESINONLY.COM  
RESINTOOLS.COM  
RHODEISLANDCANNABISCLUB.COM  
ROCKTHEBELLS.TV  
SEATTLECANNABISCLUB.COM  
SEATTLEDISPENSARIES.COM  
SHISHAMAPS.COM  
SHOPWEEDMAPS.COM  
SMARTSHOPMAPS.COM  
SMOKE-SHOPS.ORG  
SMOKEKUSH.COM  
SMOKEOUT.TV  
SPRINGCANNABISCLASSIC.COM  
SPRINGGATHERING.TV  
STONERFORUMS.COM  
STRAINMENU.COM  
STRAINMENUS.COM  
TEAMWEEDMAPS.COM  
THECANNABISCLASSIC.COM  
THEWEEDMAP.COM  
THEWEEDMAPS.COM  
UNITY3DJOB.COM  
UNITYJOB.COM

[continued]

VAPECAFE.COM  
VAPORGLOBE.COM  
VAPORIZERREVIEWFORUM.COM  
VENDORMAPS.COM  
VERMONTDISPENSARIES.COM  
WASHINGTONCANNABISCLUB.COM  
WEEDCONCENTRATES.COM  
WEEDFREEBIES.COM  
WEEDGENETICS.COM  
WEEDHYDROPONIC.COM  
WEEDLIST.COM  
WEEDMAPS.CA  
WEEDMAPS.CC  
WEEDMAPS.COM  
WEEDMAPS.ME  
WEEDMAPS.TV  
WEEDMAPS.XXX  
WEEDMAPSBLOG.COM  
WEEDMAPSCOUPONS.COM  
WEEDMAPSDEALS.COM  
WEEDMAPSDISCOUNT.COM  
WEEDMAPSDISCOUNTS.COM  
WEEDMAPSFASHION.COM  
WEEDMAPSHOP.COM  
WEEDMAPSLAB.COM  
WEEDMAPSLABS.COM  
WEEDMAPSMEDIA.COM  
WEEDMAPSOFFICIAL.COM  
WEEDMAPSSHOP.COM  
WEEDMAPSSTORE.COM  
WEEDMAPSTORE.COM  
WEEDMAPSWHOLESALE.COM  
WEEDPHOTOS.COM  
WEEDSE.COM  
WEEDSEEDSFORSALE.COM  
WEEDSTOCKEXCHANGE.COM  
WEEDSTRAINEXCHANGE.COM  
WEEDVOTE.COM  
WEEDWOOT.COM  
WELLPURGED.COM  
WESTFEST.TV  
WHERE TO FIND MARIJUANA.COM  
MARIJUANA.COM

[continued]

BONFIRE.COM  
WEEDMAPS.COM  
WEEDMENU.COM  
MARIJUANA.CA  
BONFIRE.CA  
WEEDMAPS.CA  
WEEDMENU.CA

[end]

**Exhibit M-55**

**Side Letter Agreement**

**SEARCHCORE, INC.**  
**1300 DOVE STREET, SUITE 100**  
**NEWPORT BEACH, CA 92660**

December 31, 2012

RJM BV  
Koninginneweg 189 HUIS,  
1075 CP, Amsterdam,  
The Netherlands

**Re: Side Letter**

Gentlemen:

Pursuant to that certain Agreement and Plan of Reorganization (the “**Agreement**”) dated as of December 11, 2012, by and among WeedMaps Media, Inc., a Nevada corporation (“**WeedMaps**”), and SearchCore, Inc., a Nevada corporation, the sole shareholder of WeedMaps (“**SearchCore**” and, together with WeedMaps, the “**Selling Parties**”), on the one hand, and RJM BV, a Dutch corporation (“**RJM**”), on the other hand, the parties hereby further agree as follows (capitalized terms used herein and not defined shall have the meaning set forth in the Agreement):

1. In Section 3.1.2 of the Agreement, RJM should be referred to as in good standing under the laws of the “Netherlands” rather than the “British Virgin Isles”.
2. The Closing Date shall be December 31, 2012.
3. In Section 2.A. of the Note, the due date for the first payment should be January 15, “2013” rather than “2012”.
4. Pursuant to Section 3.1.6 of the Agreement, the parties agree that (i) RJM may transfer the rights to exploit assets outside the U.S. to a sister company, defined as a company owned by RJM or common control parties with RJM, without first obtaining the consent of SearchCore, (ii) RJM may transfer the assets of WeedMaps to a sister company, as defined above, without first obtaining the consent of SearchCore as long as the sister company guarantees RJM’s obligations to Search Core, and (iii) in the event of either transaction as described herein, RJM will give notice to SearchCore at least two (2) business days in advance.

[remainder of page intentionally left blank; signature page to follow]

Entered into and agreed as of the date set forth above.

“RJM”

RJM BV,  
a Dutch corporation

---

By: Mario Lap  
Its: President

“WeedMaps”

WeedMaps Media, Inc.,  
a Nevada corporation

---

By: James Pakulis  
Its: President

“SearchCore”

SearchCore, Inc.,  
a Nevada corporation

---

By: James Pakulis  
Its: President and Chief Executive  
Officer

---

Douglas Francis, an individual

---

Justin Hartfield, an individual

Entered into and agreed as of the date set forth above.

“RJM”

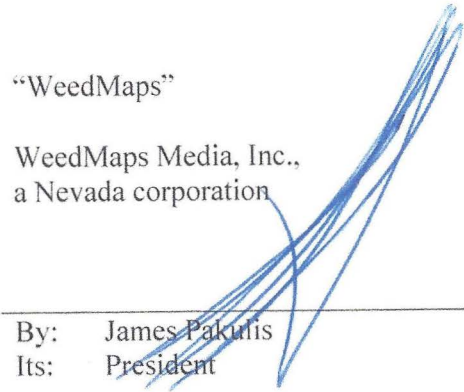
RJM BV,  
a Dutch corporation



By: Mario Lap  
Its: President

“WeedMaps”

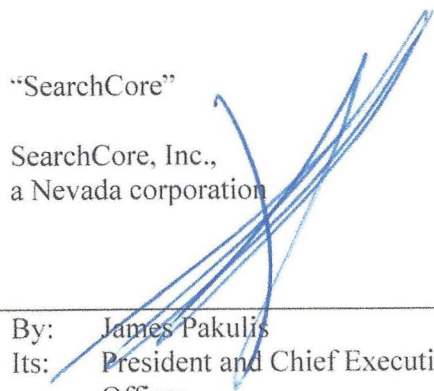
WeedMaps Media, Inc.,  
a Nevada corporation

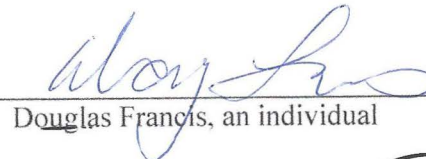
By: James Pakulis  
Its: President

“SearchCore”

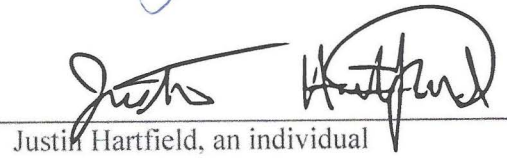
SearchCore, Inc.,  
a Nevada corporation

By: James Pakulis  
Its: President and Chief Executive  
Officer

Douglas Francis, an individual

Justin Hartfield, an individual

**Exhibit M-57**

**Assignment of Domain Names**

## ASSIGNMENT OF DOMAIN NAMES

This Assignment of Domain Names is made effective as of the 31st day of December, 2012 by and among General Marketing Solutions, Inc., a California corporation (“**GMS**”), and SearchCore, Inc., a Nevada corporation, the sole shareholder of **GMS** (“**SearchCore**” and, together with **GMS**, the “**Assignor**”), on the one hand, and RJM BV, a Dutch corporation (“**RJM**” or the “**Assignee**”), on the other hand.

WHEREAS, the Assignor and Assignee have entered into that certain Asset Purchase Agreement dated December 11, 2012 (the “**Purchase Agreement**”), whereby Assignor is selling various assets of **GMS** to **RJM**;

WHEREAS, Assignor has adopted and used in its business the URLs and domain names identified on Exhibit A attached hereto (the “**Domain Names**”); and

WHEREAS, the Assignee is purchasing the Domain Names from Assignor pursuant to the Purchase Agreement,

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

1. Assignor does sell, assign, transfer and set over unto Assignee its entire right, title and interest in and to the Domain Names, together with the good will symbolized by and associated with the business in connection with which the Domain Names are used, all income, royalties, and payments now or hereafter due or payable in respect thereto, and all causes of action either in law or equity, for past, present or future infringement based upon the Domain Names.

2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents that may be necessary to more fully grant, convey, transfer, assign and deliver to and vest in Assignee the Domain Names hereby granted, conveyed, transferred, assigned and delivered or intended so to be.

[remainder of page intentionally left blank, signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written hereinabove.

“GMS”

General Marketing Solutions, Inc.,  
a California corporation

---

By: James Pakulis  
Its: President

“RJM”

RJM BV,  
a Dutch corporation

---

By: Mario Lap  
Its: President

“SearchCore”

SearchCore, Inc.,  
a Nevada corporation

---

By: James Pakulis  
Its: President and Chief Executive  
Officer

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written hereinabove.

“GMS”

General Marketing Solutions, Inc.,  
a California corporation

---

By: James Pakulis  
Its: President

“RJM”

RJM BV,  
a Dutch corporation

---

By: Mario Lap  
Its: President

“SearchCore”

SearchCore, Inc.,  
a Nevada corporation

---

By: James Pakulis  
Its: President and Chief Executive  
Officer

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written hereinabove.

“GMS”

General Marketing Solutions, Inc.,  
a California corporation

---

By: James Pakulis  
Its: President

“RJM”

RJM BV,  
a Dutch corporation



---

By: Mario Lap  
Its: President

“SearchCore”

SearchCore, Inc.,  
a Nevada corporation

---

By: James Pakulis  
Its: President and Chief Executive  
Officer

## **Exhibit A**

safeaccessmd.com  
cannabiscare.com  
420doctornet.com  
vaporcenters.com  
vaporizercenters.com  
dispensarycenters.com  
cannabiscarecenters.com  
medicalcannabisexpo.net  
mjcenters.com  
patientverifications.com  
8006100420.com