

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Live Wire Media, Inc.		09/02/2011	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Silver Lining Holdings LLC		
Doing Business As:	DBA City Deals		
Street Address:	3214 North University Ave.		
Internal Address:	Suite 615		
City:	Provo		
State/Country:	UTAH		
Postal Code:	84604		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77744880	CITYDEALS.COM	
CORRESPONDENCE DATA			
Fax Number:	(801)763-1728		
Phone:	(801) 669-1152		
Email:	c.hannalaw@gmail.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Charles W. Hanna		
Address Line 1:	223 West Bulldog Blvd.		
Address Line 2:	Suite 100		
Address Line 4:	Provo, UTAH 84604		
NAME OF SUBMITTER:	Charles W. Hanna		
Signature:	/Charles W. Hanna/		

Date:

02/06/2012

Total Attachments: 20

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made as of September 2nd, 2011 by and between Silver Lining Holdings, L.C. a Utah limited liability company ("Buyer"), and Live Wire Media, Inc., a Utah corporation and City Deals Sales and Services, LLC (collectively referred to herein as "Sellers", or "CityDeals" or "Company").

A. The Company currently provides discounted goods and services to consumers primarily through the sale of gift cards and other promotional values through its internet website (the "Business") and the Company owns certain assets used in the conduct and operation of the Business.

B. The Sellers desire to sell substantially all the assets of the Business and assign certain rights and obligations in connection with the Business, and Buyer desires to purchase such assets and assume such rights and obligations for the consideration set forth herein.

ARTICLE I TERMS OF THE SALE

SECTION 1.1. Purchase and Sale of Assets. On the Closing Date, September 2nd, 2011, the Sellers agree to sell and deliver to Buyer in consideration of the Purchase Price, as defined in Section 1.3, all of the assets identified on Schedule 1.1 (such assets and properties are collectively referred to hereinafter as the "Acquired Assets"). The Acquired Assets are intended to include all assets necessary for the operation and previously used in the operation of the CityDeals business and are intended to be broadly inclusive, with the only exclusions being the very limited list of Excluded Assets described in Section 1.2 below.

SECTION 1.2. Excluded Assets. Notwithstanding anything contained in Section 1.1 to the contrary, the Sellers are not selling, and Buyer is not purchasing, the following assets not listed in Schedule 1.1, all of which shall be retained by the Sellers or their affiliates (collectively, the "Excluded Assets"): the office furniture and pictures on the walls at the present business location of CityDeals. Within ten days of the Closing Date, a detailed list will be prepared and delivered to Buyer that identifies the furniture and pictures on the walls at the present business location of CityDeals that are the Excluded Assets.

SECTION 1.3. Purchase Price.

(a) **Closing Date Payment.** In consideration of the Acquired Assets, Buyer shall transfer twenty (20%) of its membership interest to a single person who will represent all old shareholders of CityDeals. This interest may only be held by a single individual. Buyer shall within ten (10) days of the Closing Date issue membership certificates evidencing such ownership and shall amend its operating agreement or articles of incorporation as necessary to effectuate such transfer (the "Closing Date Membership Certificate Payment"). The operating agreement of Buyer shall be amended to include a non-dilution provision to the effect that no

new member interests may be granted in the Buyer that would dilute the ownership interests of existing members without a written consent of the existing members.

(b) Cash Allocations. Buyer shall fund the day-to-day operations of the CityDeals business Buyer is acquiring under this Agreement using fifty percent (50%) of Gross Margin (defined below and excluding payroll). If said 50% of Gross Margin is insufficient to fund such operations, Buyer shall provide additional funds to fund such operations. The other 50% of Gross Margin shall be used as follows:

(b)(1) Fifty percent (50%) of Gross Margin will be set aside and earmarked by Buyer to provide Buyer with a reserve fund from which Buyer, in Buyer's discretion, can deal with the Company's debt outlined in Schedule 1.2.

(b)(2) Buyer shall be obligated to satisfy, by cash or in-kind payment or other settlement method all merchant debt of the Company. With regard to vendor debt, Buyer shall have the discretion to deal with said debt in any manner Buyer desires, in Buyer's sole discretion, including, but not limited to, satisfying said debt by cash or in-kind payment or other settlement method, deferring any such payment or settlement to any future time determined by Buyer, or declining to settle said debt. With regard to shareholder debt, Buyer shall have the discretion to deal with said debt in any manner Buyer desires, in Buyer's sole discretion, including, but not limited to, satisfying said debt by cash or in-kind payment or other settlement method, deferring any such payment or settlement to any future time determined by Buyer.

(b)(3) The fifty percent (50%) Gross Margin will be set aside and earmarked to deal with Sellers' creditors until either 1) all the debt is satisfied, or 2) sufficient funds are set aside and earmarked that the risk associated with said debt is covered by said funds.

(b)(4) Although Buyer will be setting aside and earmarking 50% of Gross Margin so Buyer can deal with Sellers' creditors, no creditor of Sellers shall be a third party beneficiary of this Agreement, and in particular, no creditor of Sellers shall be a third party beneficiary of the provisions of this Agreement relating to Buyer's obligations regarding Sellers' merchant creditors or Buyer's discretion regarding Sellers' other creditors or the setting aside and earmarking of funds for Buyer to use in dealing with Sellers' creditors. The setting aside and earmarking of 50% of Gross Margin is to provide funds Buyer can use in Buyer's sole discretion to deal with Sellers' creditors and no creditor of Sellers shall have any claims to any of said funds until and unless Buyer exercises its discretion to use any of said funds to make a payment to any such creditor.

(b)(5) Gross Margin defined. As used in this Agreement, the term "Gross Margin" shall be defined as gross revenue, minus: discounts, returns, fees related to payment card processing cost of goods sold (i.e. the amount merchants are paid) and reasonable payroll expenses. This shall include the revenue generated from new customers acquired by Buyer after the Closing Date. For purposes of this Section 1.3 the Gross Margin shall explicitly exclude the margin generated from the sale of Buyer's own products or service from any of its entities, affiliates, or companies.

(b)(6) Once the funds from 50% of Gross Margin are set aside and earmarked in an amount sufficient to cover the risk associated with the Sellers' debt pursuant to this section then Sellers shall participate in allocations of profit and loss to the extent of its member ownership in Buyer.

(c) At any time after eighteen (18) months from the Closing Date, Buyer shall have the right, but not the obligation, to buy the 20% member interest of Sellers in Buyer. The process to be followed in connection with such a purchase shall be as follows: (i) Buyer and Sellers shall each designate an appraiser to determine value of the business; (ii) the two appraisers thus designated shall choose a third appraiser; (iii) the average of all three appraisals shall be the purchase price which Buyer can choose, in Buyer's sole discretion, to pay to purchase said 20% member interest. Although Buyer cannot require the parties to go through the valuation process before 18 months from the Closing Date, Sellers shall have the right to require the parties to go through the appraisal process at an earlier time if they so desire, and the same terms shall apply, including, but not limited to, Buyer's discretion to purchase or not to purchase said 20% interest.

SECTION 1.4. Allocation of Purchase Price. Within 90 days of the Closing Date, Buyer shall determine how the Purchase Price shall be allocated to the assets being purchased by Buyer. Buyer shall communicate said determination to Sellers, and Buyer and Sellers shall thereafter be bound by said determination in preparing and filing the tax returns relating to their respective businesses.

SECTION 1.5. Related Agreements. On or prior to the Closing Date, the Sellers and Buyer will execute, deliver, obtain and file as necessary, such other documents as are (i) necessary to complete the transfer of the Acquired Assets to Buyer, (ii) otherwise necessary to complete the transactions contemplated herein, and (iii) reasonably requested by either party. The documents referred to in this Section 1.5 shall be collectively referred to herein as the "Related Agreements."

SECTION 1.6. Deliveries. This Agreement has been dated as of September 2nd, 2011 in anticipation of the Closing Date Membership Certificate Payment shall be made to Sellers, and the Closing shall occur, on September 2nd, 2011 (the "Closing Date"). Concurrent with the execution of this Agreement on September 2nd 2011 Sellers shall execute and deliver to Buyer: (i) this Agreement; and over the course of the next ten (10) days, (ii) actual possession of the Acquired Assets; and (iii) all of the Company's data, software programs, computers, servers and other information currently residing on the Company's server, computers, or in hard copy if necessary. Sellers shall not retain any copies or backups of said information, but shall transfer all of it, in its entirety to Buyer. Concurrent with the execution of this Agreement on September 2nd, 2011, Buyer shall execute, as appropriate, and deliver to Seller, duly executed as applicable: (i) this Agreement; (ii) the Closing Date Membership Certificate Payment (to be received by Sellers no later than September 12th, 2011). All of the documents to be exchanged shall be deemed to be held in "escrow" until such time as the Closing Date Membership Certificate Payment is received by Sellers, at which time the Closing shall be deemed to occur.

SECTION 1.7. Further Assurances. Each of the parties agrees to work diligently, expeditiously and in good faith to consummate the transactions contemplated by this Agreement and the Related Agreements (the "Transactions"). From time to time after the Closing Date, the Sellers shall execute and deliver to Buyer such instruments of sale, transfer, conveyance, assignment, consent, assurance, power of attorney, and other such instruments as may be reasonably requested by Buyer in order to vest in Buyer all right, title, and interest in and to the Acquired Assets and the Business, and the parties hereto will execute and deliver such other instruments of sale, transfer, conveyance, assignment, consent, assurance, power of attorney and other such instruments as may be reasonably required by the other parties hereto in order to carry out the purpose and intent of this Agreement and all other agreements to be executed in connection herewith. Buyer and the Sellers shall each provide the other with such assistance as reasonably may be requested by the other in connection with the transition of the Business and the preparation of any tax return, an audit or examination of any such return by any taxing authority or any judicial or administrative proceeding relating to liability for taxes and shall each retain and provide the other with any records or other information which may be relevant to such a return, audit, examination or proceeding.

**ARTICLE II
LIABILITIES OF THE BUSINESS**

SECTION 2.1. Liabilities of Seller. Buyer shall deal with the creditors of Sellers as set forth in Section 1.3(b) above.

SECTION 2.2. Other Liabilities of Seller. Except for the buyers obligations under Section 1.3(b)(2), the Buyer is not responsible for any debts, leases, obligations or liabilities of any Seller whatsoever, whether known or unknown, actual or contingent, matured or unmatured, currently existing or arising in the future (the "Other Liabilities").

SECTION 2.3. Predecessor Ability to Provide for Liabilities. Seller shall retain all of its current cash as well as account receivable. These resources, in addition to the portion of Gross Margin outlined above shall give Seller the means to provide for its liabilities, or at least put Seller in no more jeopardy of not paying its liabilities than prior to the Closing Date according to the reasonable business judgment of the board of directors of Seller.

ARTICLE III

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**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE SELLERS**

The Seller represents and warrants to Buyer:

SECTION 4.1. Power and Capacity. The signors of this Agreement have the requisite power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been approved by written consent of the Board of Directors of Seller in Resolution #86 and has been duly approved by the majority of the voting stock of shareholders

by written consent. This Agreement and all other agreements to be executed in connection herewith have been duly executed and delivered by and are valid, binding and enforceable against Seller.

SECTION 4.2. Organization and Authority. The Company is a corporation duly organized, validly existing and in good standing in Utah.

SECTION 4.3. Conflicting Instruments; Consents. The execution, delivery and performance of this Agreement and the transactions contemplated hereby do not and will not violate any provision of the certificate of incorporation or the by-laws of the Company, nor create any lien, security interest, charge or encumbrance on the Acquired Assets or the Business or conflict with or result in a breach of, create an event of default under. The Sellers has obtained all consents necessary for its consummation of the transactions contemplated hereby.

SECTION 4.4. Ownership of Capital Stock/Membership Interest. The board members listed on the signature page are, and will be as of the Closing Date, the sole board members of Seller and also represent the majority shareholder interest. No former or current owner of any capital stock of the Company, including any board member has the basis for any claims against the Acquired Assets, the Business, the Company, the Sellers or Buyer with respect to the Transactions beyond those rights typically associated with common stock. Sellers are obligated to obtain all signatures necessary to effectuate this Agreement and all associated documents, including, but not limited to, all the signatures of the shareholders where necessary.

SECTION 4.5. Compliance with Law. The Seller makes no representation to Buyer about its compliance with federal, state and local laws, regulations, restrictions, orders, ordinances, codes, injunctions and decrees applicable to the Business. Seller represents that as to the Acquired Assets there are no judgments or levies against such assets that impede Seller's ability to transfer them upon closing. To the extent there are any potential such encumbrances upon the Acquired Assets, Seller will indemnify Buyer from such liabilities pursuant to Article VII. Seller affirmatively states there is pending litigation against the Company at the present time as well as threatened litigation. The intent of the Parties is to resolve these disputes, and potential disputes as set forth herein . However, Seller will indemnify Buyer from any such violations of applicable law or from civil suit as a result of Seller's operation of the Business prior to the closing date or as a result of this Agreement. Seller also affirmatively represents that in addition to the mounting debt outlined in Schedule 1.2 and the possibilities of litigation related to such debt, Seller shall initiate suit against DealsthatMatter.com, LLC a Nevada limited company ("DTM") and do all that is needful to have all of Seller's assets delivered to buyer related to the agreement dated August 26th, 2011. Seller's position is that as of August 31st, 2011 DTM irrevocably and unequivocally terminated its Agreement with Seller (see a true and correct copy of the letter dated August 31st, 2011 and Seller's response letter included in Schedule 1.3). With regard to the litigation to be filed by Sellers against DTM, and all other litigation filed against Sellers relating to the business of CityDeals, Sellers shall keep Buyer fully informed of the commencement, progress and status of said litigation, and Buyer shall have the right, but not the obligation, to be as involved in said litigation as Buyer desires to be, including, but not limited to hiring counsel of Buyer's choice to handle the litigation, and directing said counsel in the conduct of said litigation. Buyer shall have the right to pay for said litigation, including

attorneys fees, costs and expenses from the 50% of Gross Margin set aside to provide Buyer discretionary funds under Section 1.3.

SECTION 4.6. Financial Statements.

(a) The Sellers have furnished Buyer with true and accurate copies (to the best of Seller's management's knowledge) of the financial statements as requested by Buyer during the course of Buyer's due diligence (collectively, the "Financial Statements").

(b) The Financial Statements, together with the notes thereto, (i) are correct and complete to the best of Seller's manager's knowledge in all material respects and have been prepared in accordance with the books and records of the Company in the ordinary course of business.

(c) The Company has not materially changed its accounting practices nor collection policies for the past twelve months.

SECTION 4.7. Real and Personal Property.

(a) Title and Sufficiency of Assets. The Company owns or otherwise has the right to use all of the properties and assets, tangible and intangible, that are included in the Acquire Assets and that it will be selling to Buyer. The Acquired Assets are transferable and held by the Company or any Shareholder, as applicable, as record owner, free and clear of all claims, liens, charges, encumbrances, security interests, equities, mortgages, imperfections of title, encroachments, easements, rights-of-way, squatters' rights, covenants, conditions or restrictions ("Encumbrances").

(b) Intellectual Property. The execution, delivery and performance by Sellers of this Agreement as well as the delivery of the Bill of Sale will not impair or result in the loss of any rights or interests of Buyer in any Intellectual Property used in the Business and all such Intellectual Property will be owned or available for use by the Buyer on substantially similar terms and conditions immediately subsequent to the Closing. Seller makes no representations to Buyer about the copyrightable or patentable nature of the Intellectual Property of Seller. The Intellectual Properties is, to the best of the Seller's management's knowledge unique and propriety although much third party code, freeware, and "open-source", or otherwise licensed intangible property has been incorporated into Seller's Intellectual Property. Seller represents that a version of the Intellectual Property has been licensed to a company in the South American nation of Chile. The Chilean company has the right to use the Intellectual Property in the course of its deal business but in no event is the Chilean company authorized to operate in the United States. This Chilean license will survive the execution of this Agreement.

SECTION 4.8. Permits. The Company will transfer to Buyer any and all licenses, permits and other authorizations from federal, state, local governments that are both 1) necessary, and 2) in the possession of Seller, with respect to the Acquired Assets (each a "Permit"). All such Permits may be transferred or assigned to Buyer in accordance with their terms and with Applicable Law.

SECTION 4.9. Personnel. All employees of Seller have already been terminated. However, Buyer will make good faith attempts to form a workforce, from former CityDeals employees, necessary to sustain the operations of the Company. Buyer shall initially make arrangements with the former CityDeals employees it will retain in such a workforce to work as 1099 contract employees, and shall reserve all decisions about which former employees, if any, it desires to retain as employees of Buyer, until it has the opportunity to become familiar with the CityDeals business and the employment needs Buyer believes said business will have in the future.

SECTION 4.10. Labor Matters. Nothing herein shall be construed as an obligation of Buyer to assume any liability for salary, benefits, pension or other benefit plans relating thereto that arose prior to the Closing Date.

SECTION 4.11. Environmental Matters.

(a) The Company is not subject to any pending or, to the knowledge of the Company, threatened investigation, judicial or administrative proceeding, notice, order, judgment, decree or settlement, alleging or addressing in connection with the Business or any previously owned, leased or operated properties concerning (i) any violation of any environmental law, (ii) any remedial action, (iii) any claims or liabilities and costs for personal injury or threatened personal injury, or injury or threatened injury to property or natural resources or (iv) any environmental liabilities and costs;

SECTION 4.12. Material Contracts/Lease. Seller shall remain liable for its contracts, whether written or oral, however Seller will take steps to terminate such contracts where applicable to the Acquired Assets (e.g. merchant contracts) and assist in the transition of such goodwill to the Buyer in a cooperative fashion. It is anticipated that Buyer will enter into new contracts with most of Sellers' merchants, and Buyer and Sellers will cooperate in good faith to make the transition from Sellers' relationships with their merchants to Buyer's new relationship with said merchants as smooth and trouble free as possible. Seller expressly disclaims any representations of whether or not these contracts can be assigned or transferred to Buyer because ultimately that decision resides with the merchant and/or vendor. As to the leased office space of Seller, the following provisions shall apply: (a) the Buyer shall be able to occupy the space rent free until September 30, 2011; (b) beginning with October 1, 2011, the monthly rental shall be Four Thousand and no/100 Dollars (\$4,000.00) per month due in advance on the first day of each month; (c) Buyer shall have the right, upon payment of the required rent, to remain in the Premises until January 31, 2012; (d) If Buyer desires to leave the Premises at any time, Buyer shall give ZRP, LLC thirty (30) days advance written notice of its intent to leave; (e) If ZRP, LLC wants Buyer to leave the Premises it shall give the Buyer thirty (30) days advance written notice with the first such notice being possible on January 1, 2012. During whatever period Buyer remains in the leased premises, Buyer shall be responsible for utilities including phone, Internet, trash, gas, etc. in addition to the rent provided for herein.

SECTION 4.13. Disclosed Liabilities. The Company has disclosed its indebtedness and liabilities in good faith to the Buyer. The Buyer has had the chance to inquire further about these liabilities and is satisfied with the representations of Seller in this regard.

SECTION 4.14. Transactions with Related Parties. Buyer shall own all rights to the name CityDeals (and City Deals) in all states of the United States. The Company shall have no further rights to the name or business of CityDeals anywhere in the United States and Canada after the Closing Date. All business entities under the control of Sellers or their affiliates that use the name CityDeals or City Deals in their names shall immediately change their company names to remove the name CityDeals and/or City Deals from their company names and shall cease doing business under the name CityDeals or City Deals. . The Company has historically entered into various contracts with independent sales organizations ("ISO") for the purpose of expanding its market base and to assist in merchant acquisition. Specifically, Company has hired, on a contract basis, City Merchant Group, LLC and City Sales Group, LLC. These Companies have obtained several merchant contracts which are NOT part of the merchant contracts of Company described in Schedule 1.1 (because the merchant's contracts are made directly with the ISO). If any ISO presently operates outside of Utah then Buyer will be responsible to post such deals on the website, facilitate the delivery and processing of certificates and collect fees etc., but Buyer shall have the right to renegotiate the agreements with any existing ISO's and to discontinue any such existing agreements if such arrangements are not profitable to Buyer. In exchange for any existing ISO business the Buyer is obligated to accommodate hereunder, the Buyer will be allowed to retain twenty percent (20%) of the Gross Margin of the ISO as a royalty fee. This Gross Margin income from ISO's will be treated as Gross Margin for purposes of Section 1.3 above.

SECTION 4.15. Brokerage. No third party shall be entitled to receive any brokerage commissions, finder's fees, fees for financial advisory services or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of Sellers. Buyer will not be obligated to pay any brokerage commissions, finder's fees or similar fees of Sellers upon the closing of the transactions contemplated hereby.

SECTION 4.16. Disclosure. Neither this Agreement nor any of the exhibits attached hereto nor any of the Related Agreements delivered by or on behalf of Sellers pursuant to the transactions contemplated by this Agreement, nor any of the financial statements referred to in Section 4.6 above, contain any untrue statements of a material fact regarding Sellers, the Business, or the Acquired Assets or the transactions contemplated by this Agreement or omit any material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they were made, not misleading, and there is no fact that has not been disclosed to Buyer of which any officer, director, member, manager or shareholder of the Company, as the case may be, is aware that materially adversely affects or could reasonably be anticipated to materially adversely affect the Acquired Assets, including operating results, assets, customer relations, employee relations and business prospects. The Seller has disclosed the Company's various liabilities and the Buyer has inquired to its satisfaction any additional information related to these liabilities. The Buyer is aware the Sellers are in a precarious financial position, and Buyer is still willing to go forward with the transaction described herein.

SECTION 4.17. Sricken.

SECTION 4.18. Accounts Receivable. The accounts receivable of the Company reflected on the Financial Statements are valid receivables that arose in the ordinary course of business. The Seller will retain its entire account receivable for the express purpose of paying down its liabilities.

SECTION 4.19. Reliance. Sellers have had the opportunity to seek the advice of their own legal, financial and other counselors in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated herein, and have utilized such opportunity and received such advice to the extent it deems appropriate. Sellers have not relied upon any representations, warranties, understandings, agreements or statements made by Buyer or any of its affiliates or any of its respective officers, employees or other agents, except as expressly set forth in this Agreement and the other agreements executed and delivered in connection herewith.

**ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE BUYER**

Buyer represents and warrants to Sellers:

SECTION 5.1. Power and Capacity. Buyer has the requisite power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement and all other agreements to be executed in connection herewith have been duly executed and delivered by and are valid, binding and enforceable against Buyer.

SECTION 5.2. Organization and Authority. Buyer is a limited liability company duly organized, validly existing and in good standing in Utah and is duly qualified to do business.

SECTION 5.3. Conflicting Instruments; Consents. The execution, delivery and performance of this Agreement does not and will not violate any provision of the operating agreement of Buyer or conflict with or result in a breach of, create an event of default under, or give any third party the right to accelerate any obligation under, any agreement, mortgage, order, arbitration award, judgment or decree to which Buyer is a party or by which Buyer or any assets or properties of Buyer, are bound or affected. There is no pending or, to the knowledge of Buyer, threatened proceeding to restrain or prevent the consummation of the transactions contemplated hereby or that might affect the right of Buyer to own the Acquired Assets or to operate the Business. Buyer has obtained all consents necessary for its consummation of the transactions contemplated hereby.

SECTION 5.4. Brokerage. No third party shall be entitled to receive any brokerage commissions, finder's fees, fees for financial advisory services or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of Buyers. Seller will not be obligated to pay any brokerage commissions, finder's fees or similar fees of Sellers upon the closing of the transactions contemplated hereby.

SECTION 5.5. Due Diligence. To the best of Buyer's knowledge, Buyer has: (i) requested all documents, reports, agreements or other information that it believes are material to Buyer's evaluation of its purchase pursuant to this Agreement; (ii) received, via the due diligence process, all documents, reports, agreements or other information that Buyer has requested from Sellers, and (iii) received reasonable cooperation from Sellers in connection with Buyer's due diligence requests. Buyer is satisfied with the representations of Sellers regarding the Acquired Assets and expressly acknowledges there are market and other risks associated with the acquisition of business assets. Buyer further acknowledges there are no guarantees regarding the success of the customer lists, merchant lists, transfer of goodwill, or the compatibility of Company's Intellectual Property into Buyer's system. Buyer acknowledges the debt and liabilities as explained by Seller related to Seller's Business.

SECTION 5.6. Reliance. Buyer has had the opportunity to seek the advice of its own legal, financial and other counselors in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated herein, and has utilized such opportunity and received such advice to the extent it deems appropriate. Buyer has not relied upon any representations, warranties, understandings, agreements or statements made by Sellers or any of their affiliates or any of their respective officers, employees or other agents, except as expressly set forth in this Agreement and the other agreements executed and delivered in connection herewith.

SECTION 5.7. Members Interest. Buyer represents that as of the Closing Date the Seller's membership interest conceived of by this Agreement, shall have the same rights and obligations of any other membership interest and further that no option contracts, employee compensation plan, or any other resolution is now pending with Buyer that would either 1) dilute Seller's membership interest of 20% immediately after the Closing Date, or 2) place Seller's membership interest of Buyer in any inferior position relative to any other membership interests. Finally, Buyer represents that it will amend its operating agreements to prohibit the dilution of Seller's membership interests without the express consent of Seller.

SECTION 5.8. Capital Accounts. Buyer represents that it has sufficient capital to operate Seller's business in the ordinary course. Moreover, Buyer has the means to self sustain its operations, including general administrative and overhead. Seller would not have entered into this Agreement *but for* this representation.

SECTION 5.9. Auditing. Seller shall have access to all of Buyer's accounting from time to time for the purpose of assessing its portion of Gross Margin as described in Section 1.3 above. After Seller's creditors are paid pursuant to Section 1.3(b), Seller's audit rights shall become equal to the remaining members.

ARTICLE VI COVENANTS

SECTION 6.1. Employee Matters. Buyer is not assuming any liability with respect to any employees, officers, directors, independent contractors, agents, representatives or consultants of Sellers incurred during the operation of Seller's business. All obligations of

Sellers to any of its employees, officers, directors, independent contractors, agents, representatives or consultants shall remain the obligations of Sellers. However, Buyer's obligation to consummate this Agreement is contingent upon retaining an adequate work force from Seller's operations previous to September 2, 2011.

SECTION 6.2. Transition. Sellers will not take any action that is designed or intended to have the effect of discouraging any customer, client, supplier or other business associate of Sellers from maintaining the same business relationships with Buyer after the Closing as it maintained with Sellers prior to the Closing. The Seller will refer all customer and client inquiries or requests relating to the Acquired Assets (or any portion thereof) to Buyer from and after the Closing.

SECTION 6.3. Confidential Non-Disclosure Agreement. Each of the Sellers understand, acknowledge and agree that this Agreement and each of the Related Agreements are non-public, secret and confidential. Accordingly, neither the Company nor Seller will at any time after the Closing (a) disclose to any person any of the terms or conditions of this Agreement or of any of the Related Agreements, or any of the terms or conditions of Buyer's acquisition of the Acquired Assets, (b) make available to or provide any copy of this Agreement or any of the Related Agreements (or any portion thereof), regardless of whether such disclosure is made in paper or electronic form or otherwise, to any person who is not a party to this Agreement (other than an agent and representative and shareholder who is aware of this confidentiality agreement and who agrees to be subject to the provisions hereof), (c) disclose any information related to or regarding the Company or the Business or the Company's operations, results of operations, assets, status or financial condition, or (d) disclose to any person any of Sellers' confidential or proprietary information, including its methods of operations; provided, however, that this Section 6.3 shall not prohibit (i) any disclosure of information that is in the public domain, provided that it did not become public through any action by Sellers, or (ii) the disclosure by Sellers of any information that is required to be disclosed pursuant to any applicable law, rule or regulation, provided that Sellers shall give Buyer at least ten (10) business days prior written notice of any such planned disclosure before making any such disclosure, during which time Buyer may seek to obtain at its own cost and expense a protective order for such requested information. A Notice of Sale shall be prepared and signed by Buyer and Sellers which can be used by Buyer to give written notice to any person or entity that Buyer has acquired and is authorized to operate the business of CityDeals.

SECTION 6.4. Non-Disparagement. The Parties will not at any time after the Closing and during the course of this Agreement disparage in any manner each other, the Acquired Assets, the Business, the business conducted by Buyer using the Acquired Assets, any officer, director, manager, shareholder, member, employee, or Agent or representative of Buyer, or any of its products, services or business practices.

SECTION 6.5. Other Liabilities. From and after the Closing Date, Sellers agree to, and Sellers shall cause the Company to, pay, perform and fully discharge to the best of its abilities all of the Other Liabilities as they come due.

SECTION 6.6. Assignment of Contracts. Sellers shall, for no additional consideration, assist and cooperate with Buyer to effectuate the assignment of contracts as requested by Buyer.

SECTION 6.7. Data Transfer. Sellers shall ensure the transfer of all of the Company software and other information, including without limitation the Intellectual Property under its control to be transferred to Buyer within 10 days following the Closing Date or upon a time mutually convenient for both Parties. This ten (10) day requirement may be relaxed as necessary during the transition period to accommodate the implementation of the Seller's system into the Buyer's operations. Nonetheless, Seller shall grant Buyer full *access* to any Acquired Asset, including software and Intellectual Property as of the Closing Date.

ARTICLE VII INDEMNIFICATION

SECTION 7.1. Indemnification Obligation. The Seller (the "Indemnifying Party") shall, jointly and severally, indemnify and hold harmless Buyer and its Affiliates (collectively, the "Indemnified Parties") in respect of any and all claims, proceedings, allegations, losses, damages, liabilities and expenses (including settlement costs, attorneys' fees and any other expenses of investigating or defending any actions or threatened actions, whether or not successful, including with respect to enforcement of such indemnity) ("Losses"), whether or not due and payable, incurred by the Indemnified Parties in connection with each and all of the following:

- (a) any breach of any representation, covenant or warranty in this Agreement;
- (b) breach of any covenant or agreement of the Seller;
- (c) any and all Other Liabilities;
- (d) any and all Environmental Damages accruing prior to the Closing Date;
- (e) any and all actions of the Utah Department of Consumer Protection relating to the operations of the CityDeals business prior to the Closing Date; and
- (f) any and all taxes (including any interest, additions and penalties with respect thereto) imposed on Buyer, or for which Buyer is liable, with respect to all periods ending on or before the Closing Date, or that are imposed on the Transactions, or a pro rata portion (based on an interim closing of the books on the Closing Date) of any taxes for any period that ends after but includes the Closing Date and any costs or expenses with respect to tax indemnification arising hereunder, including without limitation any sales or use tax.

SECTION 7.2. Manner of Indemnification.

(a) Within sixty days of receipt of notice by the Indemnifying Parties of a claim by the Indemnified Parties the Indemnifying Parties shall satisfy such claim by the

payment of cash to the Indemnified Parties for the full amount of such claim. The claims, if any, may be paid from the Gross Margin allocated to pay Company creditors.

(b) If the Indemnifying Parties fail to satisfy an indemnity claim through the payment of cash, the Indemnified Parties, in their sole discretion, without prejudice to any other legal remedy available to them, may offset the full or partial amount of such claim against any or all amounts owed to Seller under Section 1.3 provided, however, if the amount required to indemnify the Buyers exceeds funds owed to Seller, then the Indemnified Parties agree to compensate Buyers for amounts paid, plus with interest at a rate of five percent (5%) per annum plus costs in resolving the issue to be resolved.

(c) The right to indemnification, reimbursement or other remedy based upon Section 7.1 shall not be affected by any investigation, including any environmental investigation or assessment, or any knowledge acquired, or capable of being acquired, at any time, whether before or after the Closing Date, by any Indemnified Party.

SECTION 7.3. Limitation on Liability. Any claim for indemnification under this Article VII must be brought by Buyer within three (3) years following the Closing Date or it shall be forever barred.

ARTICLE VIII MISCELLANEOUS

SECTION 8.1. Survival of Representations, Warranties and Covenants. The covenants, agreements, representations and warranties entered into or made pursuant to this Agreement shall be continuing and survive the Closing Date for a period of three (3) years; provided, however, that this limitation shall in no event apply to any breach by the Parties of Section 6.3.

SECTION 8.2. Expenses. The Parties shall each be responsible for their own legal fees necessary to prepare this closing documents for the contemplated transaction and each party shall pay its own expenses (including broker's, and other advisor's fees); provided that all taxes, assessments, charges, expenses, utility costs and related items which are applicable to any period of time prior to the Closing Date and remain unpaid on the Closing Date shall be credited against the Purchase Payment.

SECTION 8.3. Governing Law/Dispute Resolution. This Agreement shall be governed by and construed and enforced in accordance with the internal, substantive laws of the State of Utah, without giving effect to the conflict of laws principals that would apply the law of any other state. Nothing in this Section shall limit the rights of one party in seeking injunctive relief from a court of competent jurisdiction within the State of Utah or in the state, or jurisdiction, where injunctive relief is necessary.

SECTION 8.4. Entire Agreement/Amendments/No Third Party Beneficiary. This Agreement represents the entire agreement between the parties and supersedes and cancels any prior oral or written agreement. No provision hereof may be terminated, amended or waived

other than in writing signed by the party against whom the enforcement of such change is sought. This Agreement and the Related Agreements are not intended to confer upon any person, other than Buyer and Sellers, any rights or remedies, including without limitation as third party beneficiaries.

SECTION 8.5. Binding Effect/Assignment. This Agreement shall be binding upon the parties hereto and respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. The Buyer may not assign or transfer any right or obligation hereunder without the prior written consent of Seller, except the Parties agree that Buyer may form a new single purpose entity and assign thereto the rights, obligations, membership interests, etc. related to this agreement thereto.

SECTION 8.6. Attorneys' Fees. In the event that any action or proceeding, including arbitration, is commenced by any party hereto for the purpose of enforcing any provision of this Agreement, the parties to such action, proceeding, arbitration or appeal of any award, judgment, decision or resolution may receive as part of any award, judgment, decision or other resolution of such action, proceeding, arbitration or appeal their costs and reasonable attorneys' fees as determined by the person or body making such award, judgment, decision or resolution. Should any claim hereunder be settled short of the commencement of any such action or proceeding, including arbitration, the parties in such settlement shall be entitled to include as part of the damages alleged to have been incurred reasonable costs of attorneys or other professionals in investigating or counseling on such claim.

SECTION 8.7. Enforcement; Venue; Waiver of Jury Trial. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement and the Related Agreements were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or the Related Agreements and to enforce specifically the terms and provisions of this Agreement and the Related Agreements in any court of the United States or Utah state court sitting in Salt Lake County and/or Utah County, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties consents to submit itself to the jurisdiction of any federal court or any Utah state court sitting in Salt Lake County and/or Utah County in the event any dispute arises out of this Agreement or any of the Related Agreements.

SECTION 8.8. Construction and Counsel. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. Buyer and Seller have been advised, and have had the opportunity, to seek the advice of and consult with respective counsel of their own choosing in connection with the negotiation and preparation of this Agreement and with respect to the transactions contemplated hereby.

SECTION 8.9. Specific Performance/Breach of Contract. Buyers acknowledge the covenants made in Articles I and V of this Agreement are material to this Agreement and any

breach thereof will result in irreparable harm to Seller. In the event of an uncured breach of covenant after sixty (60) days written notice then Seller shall have a right to immediately repossess the Acquired Assets. Buyer shall be liable in tort and contract for any failure to turn over the Acquired Assets in the event of a breach of this Agreement. Buyer agrees to return the Acquired Assets to Seller in good order and repair. The Parties shall be liable to each other for damages incurred by a breach of this Agreement. Buyer's right to use the Acquired Assets shall immediately cease upon an event of breach of this Agreement.

SECTION 8.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. This Agreement may be executed by facsimile signature and a facsimile signature shall constitute an original signature for all purposes.

SECTION 8.11. Notices. All notices, consents, requests, instructions, approvals and other communications provided for herein shall be deemed validly given, made or served if in writing and delivered personally or sent by certified mail, postage prepaid, or by overnight courier, or by telecopier to the address set forth herein, or to such other address as shall be furnished in writing by any party to the others.

If to the Seller:

Live Wire Media, Inc.
4431 W. 8200 S.
West Jordan, UT 84111
Attn: Keith Rossberg

With a copy (which shall not constitute notice) to:

Cole S. Cannon, Esq.
Cannon Law Group, PLLC
455 E. 400 S. #400
Salt Lake City, UT 84111.

If to any Buyer:

Silver Lining Holdings, L.C.
c/o Gary R. Brinton
3214 North University Avenue Suite 615
Provo, UT 84604

With a copy (which shall not constitute notice) to:

Stephen G. Stoker
Stoker & Swinton
311 South State, Ste. 400

Salt Lake City, Utah 84111

SECTION 8.12. Public Announcements. The Buyer and not the Seller is free to make public announcements regarding the general nature of the terms of this Agreement to the extent such statements are made in a positive light and further the goals of the Parties as contemplated by this Agreement (i.e. To reduce Seller debt and to bolster goodwill of Company).

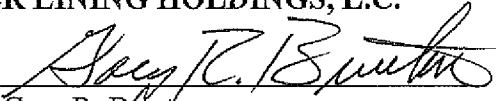
SECTION 8.13. Subject to Board & Shareholder Approval: The ratification of the Agreement is subject to written Board approval and written consent of the majority shareholders of Live Wire Media, Inc. pursuant to the Amended Articles of Incorporation of Seller, §7.2. requiring "The affirmative vote or written consent of the holders of a majority of the issued and outstanding voting shares of the corporation shall be necessary for: (b) the sale, lease, exchange, or transfer by the corporation of all or substantially all of its property or assets other than in the regular course of business...[.]". This Agreement shall not be deemed executed unless and until the majority of duly appointed board members approve and shareholders approve this Agreement by resolution and written consent. No provision of this Agreement is enforceable without the lawful written approval of the Board of Directors of Livewire Media, Inc.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.


BUYER:

SILVER LINING HOLDINGS, L.C.


By: 
Name: Gary R. Brinton _____
Title: Member _____

COMPANY:

CITY DEALS SALES AND SERVICES, LLC:

By: 
Name: Brad Jaehne
Title: Manager

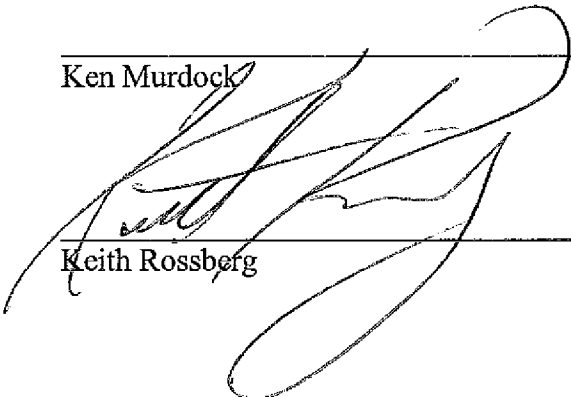
LIVE WIRE MEDIA, INC.

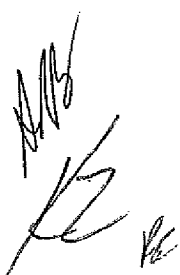
By: 
Name: Brad Jaehne
Title: Board member

BOARD MEMBERS OF LIVE WIRE MEDIA, INC.


Brad Jaehne

Ken Murdock


Keith Rossberg



Todd Pederson

Schedule 1.1

(a) the goodwill, customer lists, telephone numbers, purchase and sale records, and price lists, wherever located, names (including, but not limited all rights to the names CityDeals and City Deals), logos, trademarks, trade names, patents, service marks, copyrights, copyright applications, including all other Internet domain names and Seller's URL stack, mobile application (or the development progress thereof), Company's proprietary sales and marketing methodology and knowledge, Company's web traffic, reporting technology and assets, vendor and partner relationships, and any processes, inventions and trade secrets to the extent Seller owns such intellectual property (the "Intellectual Property");

(a)(1): customer list shall include rights to market exclusively to approximately 225,000 email addresses currently in Company's database. Company makes no representations as to the quality and/or frequency of purchases of these customers. Buyer acknowledges the list was currently shared with Dealsthatmatter.com LLC under an agreement rescinded by the same. Seller has not, and cannot, yet confirm whether or not Dealsthatmatter.com, LLC has ceased using the customer lists of Seller as required by the now terminated agreement between the parties.

(a)(2): Company shall also convey its relationship with various vendors and merchants to the extent such relationship and goodwill are transferable. Company estimates there are approximately 1,000 existing merchant/vendor relationships. Buyer expressly acknowledges that not *all* merchants/vendors have a positive relationship with Company.

(b) all physical assets in the facility located at 4431 West 8200 South, West Jordan, UT 84088 as of the date of this Agreement, except the office furniture and pictures on walls.

Schedule 1.2.

A non-exhaustive list of creditors of Seller.

Schedule 1.3

A copy of the termination letter sent by Dealsthatmatter.com, LLC August 31st, 2011.

A copy of Company's subsequent response.