
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported):

January 4, 2010

SearchMedia Holdings Limited

(Exact name of registrant as specified in its charter)

Cayman Islands

0001-33800

77-0688094

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(I.R.S. Employer
Identification No.)

4B, Ying Long Building, 1358 Yan An Road West,
Shanghai, China,

200052

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

(86-21) 5169 0552

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective January 4, 2010, the Board of Directors of SearchMedia Holdings Limited, a Cayman Islands company (the "Company") appointed Wilfred Chow, age 43, as its Chief Financial Officer.

From April 2006 through December 2009, Mr. Chow was Senior Vice President of American Oriental Bioengineering, a pharmaceutical company, and from January 2005 through March 2006, Mr. Chow was a financial consultant with PriceWaterhouseCoopers.

Effective January 4, 2010, the Company and Mr. Chow entered into the Executive Employment Agreement (the "Agreement"). Pursuant to the Agreement, Mr. Chow will receive an annual salary of US \$200,000, subject to annual review by the Board. On January 4, 2010, Mr. Chow was granted options to purchase 225,000 shares of common stock (the "Initial Grant"), which vest one-third annually on the anniversary of the date of grant, with an exercise price at the closing price on the date of grant. The term of the Agreement is for three years and the Agreement will be automatically extended for successive one-year terms unless either party gives written notice to the other party to terminate the Agreement no less than 60 days, and no more than 120 days prior, to the expiration of the then-current term.

In the event the Company terminates Mr. Chow without cause or Mr. Chow terminates his employment for good reason (as described in the Agreement), (i) Mr. Chow would receive severance equal to three months salary if such termination occurred in his first year of employment and severance equal to six months' salary if such termination occurred after his first year of employment, and (ii) those options in the Initial Grant that would have vested during the applicable severance period shall vest and be exercisable.

The Agreement also contains other customary provisions, including provisions relating to non-solicitation, non-compete, confidentiality and compliance with Sections 409A and 457A of the Internal Revenue Code. In addition, pursuant to the terms of the Agreement, upon the occurrence of a Change in Control (as defined in the Agreement), all unvested options from the Initial Grant will become vested and fully exercisable.

The foregoing description of the Agreement is not intended to be a comprehensive summary. A copy of the Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K and its contents are incorporated herein by this reference.

Ms. Jennifer Huang, who has been serving in the additional role as Acting Chief Financial Officer, will continue to serve as the Company's Chief Operating Officer.

In connection with the hiring of Mr. Chow, the Company issued a press release attached hereto as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits.

Exhibit 10.1 – Executive Employment Agreement effective January 4, 2010.

Exhibit 99.1 - Press Release dated January 6, 2010.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SearchMedia Holdings Limited

January 6, 2010

By: /s/ Wilfred Chow

Name: Wilfred Chow

Title: Chief Financial Officer

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Executive Employment Agreement effective January 4, 2010
99.1	Press Release dated January 6, 2010

EXECUTIVE EMPLOYMENT AGREEMENT

This EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of December 30, 2009 by and between SearchMedia Holdings Limited, a company incorporated and existing under the laws of the Cayman Islands (the "Company"), and Mr. Wilfred Chow, an individual (the "Executive") and effective on the Effective Date (as hereinafter defined). The term "Company" as used herein with respect to all obligations of the Executive hereunder shall be deemed to include the Company and all of its direct or indirect parent companies, subsidiaries, affiliates, or subsidiaries or affiliates of its parent companies (collectively, the "SM Group").

RECITALS

- A. The Company desires to employ the Executive and to assure itself of the services of the Executive during the term of Employment (as defined below).
- B. The Executive desires to be employed by the Company during the term of Employment and under the terms and conditions of this Agreement.

AGREEMENT

The parties hereto agree as follows:

1. POSITION

The Executive hereby accepts a position of Chief Financial Officer (the "Employment") of the Company.

2. TERM

Subject to the terms and conditions of this Agreement, the initial term of the Employment shall be three years, commencing on January 4, 2010 (the "Effective Date"), until January 4, 2013, unless terminated earlier pursuant to the terms of this Agreement. Upon expiration of the initial three-year term, the Employment shall be automatically extended for successive one-year terms unless either party gives the other party hereto written notice to terminate the Employment no less than 60 days, and no more than 120 days, prior to the expiration of such one-year term or unless terminated earlier pursuant to the terms of this Agreement.

3. DUTIES AND RESPONSIBILITIES

The Executive's duties at the Company will include all jobs assigned by the Board of Directors of the Company (the "Board") or the Chief Executive Officer ("CEO"). The Executive will report directly to the CEO.

The Executive shall devote all of his working time, attention and skills to the performance of his duties at the Company and shall faithfully and diligently serve the Company in accordance with this Agreement and the guidelines, policies and procedures of the Company approved from time to time by the Company.

The Executive shall use his best efforts to perform his duties hereunder. The Executive shall not, without the prior written consent of the Board, become an employee or consultant of any entity other than the Company and/or any member of the SM Group, and shall not carry on or be interested in the business or entity that competes with that carried on by the SM Group (any such business or entity, a "Competitor"), provided that nothing in this clause shall preclude the Executive from holding any shares or other securities of any Competitor that is listed on any securities exchange or recognized securities market anywhere. The Executive shall notify the Company in writing of his interest in such shares or securities in a timely manner and with such details and particulars as the Company may reasonably require.

4. NO BREACH OF CONTRACT

The Executive hereby represents to the Company that: (i) the execution and delivery of this Agreement by the Executive and the performance by the Executive of the Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any other agreement or policy to which the Executive is a party or otherwise bound, except for agreements that are required to be entered into by and between the Executive and any member of the SM Group pursuant to applicable law of the jurisdiction where the Executive is based, if any; (ii) that the Executive has no information (including, without limitation, confidential information and trade secrets) relating to any other person or entity which would prevent, or be violated by, the Executive entering into this Agreement or carrying out his duties hereunder; (iii) that the Executive is not bound by any confidentiality, trade secret or similar agreement (other than this) with any other person or entity except for other member(s) of the SM Group, as the case may be.

5. LOCATION

The Executive will be based in, and shall work from, Shanghai, China on a full time basis. Subject to pre-approval by the Company, Executive shall be reimbursed for his reasonable relocation expenses to the Shanghai, China area. If, within one year from the date of Executive's relocation, Executive voluntarily terminates his employment with the Company for any reason other than by the Executive for Good Reason pursuant to Section 7(c) herein, Executive will be required to refund all relocation expenses to the Company within 30 days of his termination date.

6. COMPENSATION AND BENEFITS

(a) Cash Compensation. The Executive's cash compensation shall be provided by the Company pursuant to Schedule A-1 hereto, subject

to annual review and adjustment by the Board. The Company and the Executive hereby agree that any of the Company's subsidiaries' or affiliated entities' payment of the cash compensation payable for the applicable time period under its labor contract with the Executive shall constitute payment of part of the above cash compensation. The Executive's entitlement to the aggregate cash compensation payable by the Company and any of the Company's subsidiaries or affiliated entities shall not exceed the amount set out in Schedule A-1 hereto.

- (b) Equity Incentives. The Executive will be eligible to participate in any of the Company's equity incentive plans as determined by the Board, consistent with the terms provided to the Company's other senior officers. Subject to approval by the Company's Board of Directors and the execution of a stock option agreement which will govern the terms and conditions contained in a stock option agreement to be entered into by you and the Company prior to the grant, you will receive the equity award listed on Schedule A-2 (the "Initial Grant"). Following a Company Change of Control Transaction (as hereinafter defined), all unvested options under the Initial Grant shall vest upon the closing of the Change of Control Transaction.
- (c) Benefits. The Executive is eligible for participation in any standard employee benefit plan of the Company, including any health insurance plan and annual holiday plan.
- (d) Certain Definitions. For purposes of this Agreement, a Change of Control Transaction shall mean (a) any sale, lease, exchange or other transfer (in one transaction or a series of transactions) of all or substantially all of the assets of the Company other than to a Company Affiliate; (b) any consolidation or merger or other business combination of the Company with any other entity, other than a Company Affiliate, where the shareholders of the Company, immediately prior to the consolidation or merger or other business combination would not, immediately after the consolidation or merger or other business combination, beneficially own, directly or indirectly, shares representing fifty percent (50%) of the combined voting power of all of the outstanding securities of the entity issuing cash or securities in the consolidation or merger or other business combination (or its ultimate parent corporation, if any); or (c) the Board of the Company adopts a resolution to the effect that a "Change In Control" has occurred for purposes of this Agreement. Company Affiliate shall mean any affiliate of the Company, including without limitation, Phillip Frost, Frost Gamma Investments Trust, The Frost Group, LLC or any of their respective members or affiliates.

7. TERMINATION OF THE AGREEMENT

- (a) By the Company with cause. The Company may terminate the Executive's Employment for cause, at any time, without advance notice or remuneration, if (1) the Executive is convicted or pleads guilty to a felony or to an act of fraud, misappropriation or embezzlement, (2) the Executive has been grossly negligent or acted dishonestly to the detriment of the Company, (3) the Executive has engaged in actions amounting to gross misconduct or failed to perform his duties hereunder and such failure continues after the Executive is afforded a reasonable opportunity to cure such failure, (4) the Executive has died, or (5) the Executive has a disability which shall mean a physical or mental impairment which, as reasonably determined by the Board, renders the Executive unable to perform the essential functions of his employment with the Company, even with reasonable accommodation that does not impose an undue hardship on the Company, for more than 180 days in any 12-month period, unless a longer period is required by applicable law, in which case that longer period would apply.
- (b) By the Company without cause. The Company may terminate the Executive's Employment without cause, at any time, upon one-month prior written notice to the Executive during the first year after the Effective Date, or two-month prior written notice to the Executive during any period after the first anniversary of the Effective Date.
- (c) By the Executive for Good Reason. If there is a material and substantial reduction in the Executive's existing authority and responsibilities and such resignation is approved by the Board, the Executive may resign upon one-month prior written notice to the Company during the first year after the Effective Date, or two-month prior written notice to the Company during any period after the first anniversary of the Effective Date.
- (d) Notice of Termination. Any termination of the Executive's employment under this Agreement shall be communicated by written notice of termination from the terminating party to the other party. The notice of termination shall indicate the specific provision(s) of this Agreement relied upon in effecting the termination.
- (e) Remuneration upon Termination. Upon the Company's termination of the Employment without cause pursuant to Section 7(b) above or the Executive's resignation upon the Board's approval pursuant to Section 7(c) above and upon the execution of a general release agreement in a form reasonably acceptable to the Company, the Company will provide remuneration to the Executive as follows: (1) if such termination or resignation becomes effective during the first year after the Effective Date, the Company will provide the Executive with a severance pay equal to three months base salary of the Executive; (2) if such termination or resignation becomes effective during any period after the first anniversary of the Effective Date, the Company will provide the Executive with a severance pay equal to six months base salary of the Executive; and (3) the Company will vest any options of the Initial Grant that would have vested during the applicable severance period. Except for the foregoing, the Executive shall not be entitled to any severance payments or benefits upon the termination of the Employment for any reason, unless otherwise agreed to by the Company. Any payments made pursuant to Section 7(e)(1) or Section 7(e)(2) shall be paid in accordance with the Company's normal payroll cycles in effect on the termination or resignation date.
- (f) Termination by Executive for No Reason. The Executive may terminate his Employment for any reason, at any time, upon 90 days prior written notice to the Company.
- (g) Compliance with Internal Revenue Code Section 409A and 457A. This Agreement is intended to comply with the requirements of Internal Revenue Code (the "Code") Section 409A and 457A, as applicable, and the corresponding regulations and related guidance, and shall be administered in accordance with Section 409A and Section 457A, to the extent such sections apply. To the extent Section 409A or Section 457A applies, the parties agree to work together to ensure any payments pursuant to Section 7(d) of this Agreement comply with Section 409A and Section 457A, as applicable.

8. CONFIDENTIALITY AND NONDISCLOSURE

- (a) Confidentiality and Non-disclosure. In the course of the Executive's services, the Executive may have access to the Company and/or the Company's client's and/or prospective client's trade secrets and confidential information, including but not limited to those embodied in memoranda, manuals, letters or other documents, computer disks, tapes or other information storage devices, hardware, or other media or vehicles, pertaining to the Company and/or the Company's client's and/or prospective client's business. All such trade secrets and confidential information are considered confidential. All materials containing any such trade secret and confidential information are the property of the Company and/or the Company's client and/or prospective client, and shall be returned to the Company and/or the Company's client and/or prospective client upon expiration or earlier termination of this Agreement. The Executive shall not directly or indirectly disclose or use any such trade secret or confidential information, except as required in the performance of the Executive's duties in connection with the Employment, or pursuant to applicable law.
- (b) Trade Secrets. During and after the Employment, the Executive shall hold the Trade Secrets in strict confidence; the Executive shall not disclose these Trade Secrets to anyone except other employees of the Company who have a need to know the Trade Secrets in connection with the Company's business. The Executive shall not use the Trade Secrets other than for the benefits of the Company.
- “Trade Secrets” means information deemed confidential by the Company, treated by the Company or which the Executive know or ought reasonably to have known to be confidential, and trade secrets, including without limitation designs, processes, pricing policies, methods, inventions, conceptions, technology, technical data, financial information, corporate structure and know-how, relating to the business and affairs of the Company and its subsidiaries, affiliates and business associates, whether embodied in memoranda, manuals, letters or other documents, computer disks, tapes or other information storage devices, hardware, or other media or vehicles. Trade Secrets do not include information generally known or released to public domain through no fault of the Executive.
- (c) Former Employer Information. The Executive agrees that he has not and will not, during the term of his employment improperly use or disclose any proprietary information or trade secrets of any former employer, unless the former employer has been acquired by the Company, or other person or entity with which the Executive has an agreement to keep in confidence information acquired by Executive, if any. The Executive will indemnify the Company and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorneys' fees and costs of suit, arising out of or in connection with any violation of the foregoing.
- (d) Third Party Information. The Executive recognizes that the Company may have received, and in the future may receive, from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Executive agrees that the Executive owes the Company and such third parties, during the Executive's employment by the Company and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person or firm and to use it in a manner consistent with, and for the limited purposes permitted by, the Company's agreement with such third party.

This Section 8 shall survive the termination of this Agreement for any reason. In the event the Executive breaches this Section 8, the Company shall have right to seek any and all remedies at law or in equity.

9. NON-COMPETITION AND NON-SOLICITATION

- (a) In consideration of the base salary provided to the Executive by the Company hereunder, the adequacy of which is hereby acknowledged by the parties hereto, the Executive agrees that during the term of the Employment and for a period of one year following the termination of the Employment for whatever reason:
- (i) The Executive will not approach clients, customers or contacts of the Company or other persons or entities introduced to the Executive in the Executive's capacity as a representative of the Company for the purposes of doing business with such persons or entities which will harm the business relationship between the Company and such persons and/or entities;
- (ii) unless expressly consented to by the Company, the Executive will not seek directly or indirectly, by the offer of alternative employment or other inducement whatsoever, to solicit the services of any employee of the Company employed as at or after the date of such termination, or in the year preceding such termination.
- (b) In consideration of the base salary provided to the Executive by the Company hereunder, the adequacy of which is hereby acknowledged by the parties hereto, the Executive agrees that during the term of the Employment and for a period of one year thereafter (except in the event of a Termination by the Company without cause pursuant to Section 7(b) or in the event of a Termination by the Executive for Good Reason pursuant to Section 7(c)), following the termination of the Employment for whatever reason, unless expressly consented to by the Company, the Executive will not assume employment with or provide services for any Competitor, or engage, whether as principal, partner, licensor or otherwise, in any Competitor.
- (c) In consideration of the base salary provided to the Executive by the Company hereunder, the adequacy of which is hereby acknowledged by the parties hereto, the Executive agrees that in the event of a Termination by the Company without cause pursuant to Section 7(b) or in the event of a Termination by the Executive for Good Reason pursuant to Section 7(c), then during the term of the Employment and for the period of the duration of the severance pay described in Section 7(e)(1) or Section 7(e)(2), as appropriate, unless expressly consented to by the Company, the Executive will not assume employment with or provide services for any Competitor, or engage, whether as principal, partner, licensor or otherwise, in any Competitor.

The provisions contained in this Section 9 are considered reasonable by the Executive and the Company. In the event that any such provisions should be found to be void under applicable laws but would be valid if some part thereof was deleted or the period or area of application reduced, such provisions shall apply with such modification as may be necessary to make them valid and effective.

This Section 9 shall survive the termination of this Agreement for any reason. In the event the Executive breaches this Section 9, the Executive acknowledges that there will be no adequate remedy at law, and the Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate). In any event, the Company shall have right to seek any and all remedies permissible at law or in equity.

10. ASSIGNMENT

This Agreement is personal in its nature and neither of the parties hereto shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations hereunder; provided, however, that (i) the Company may assign or transfer this Agreement or any rights or obligations hereunder to any member of the SM Group without such consent, and (ii) in the event of a Change-of-Control Transaction of the Company, this Agreement shall, subject to the provisions hereof, be binding upon and inure to the benefit of such successor and such successor shall discharge and perform all the promises, covenants, duties, and obligations of the Company hereunder.

11. SEVERABILITY

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of the State of New York, U.S.A.

13. AMENDMENT

This Agreement may not be amended, modified or changed (in whole or in part), except by a formal, definitive written agreement expressly referring to this Agreement, which agreement is executed by both of the parties hereto.

14. WAIVER

Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

15. NOTICES

All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and made if (i) delivered by hand, (ii) otherwise delivered against receipt therefor, or (iii) sent by a recognized courier with next-day or second-day delivery to the last known address of the other party.

16. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

17. NO INTERPRETATION AGAINST DRAFTER

Each party recognizes that this Agreement is a legally binding contract and acknowledges that such party has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Agreement, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

18. LANGUAGE

This Agreement is prepared and executed in English.

[Remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

SEARCHMEDIA HOLDINGS LIMITED

By: /s/ Robert Fried

Name: Robert Fried

Title: Co-Chairman of the Board

EXECUTIVE

Schedule A-1
Cash Compensation

	<u>Amount</u>	<u>Pay Period</u>
Base Salary	US \$200,000 annually, subject to applicable withholding and other taxes	Payable in 12 equal monthly installments for each calendar year
Bonus	Discretionary as approved by the Board of Directors.	As determined by the Board of Directors

Schedule A-2
Initial Equity Award

Subject to the approval of the Company's Board of Directors, Executive will be granted an option to purchase 225,000 shares of the Company's common stock. This award will vest 75,000 shares on the one year anniversary of the date of grant, 75,000 shares on the second anniversary on the date of grant and 75,000 on the third anniversary of the date of grant and which will subject to the terms and conditions contained in a stock option agreement to be entered into by you and the Company prior to the grant. The exercise price per share will be equal to the closing price of the Company's common stock on the date the option is granted. Following any Change of Control Transaction, all unvested options in this grant will vest upon the closing of the Change of Control Transaction.

SearchMedia Holdings Limited Strengthens Management Team

SHANGHAI — January 6, 2010 — SearchMedia Holdings Limited (“SearchMedia” or the “Company”) (NYSE Amex: IDI, IDI.WS) (formerly Ideation Acquisition Corp.), one of China’s leading nationwide multi-platform media companies, today announced that its Board of Directors has made several key additions to the Company’s executive team as part of its plan to enhance its senior management and position SearchMedia for long-term profitable growth. Mr. Wilfred Chow has been appointed Chief Financial Officer of the Company and Mr. Joshua Weingard has been appointed Corporate Counsel. Ms. Jennifer Huang, who has been serving in the additional role as Acting CFO, will continue to serve as the Company’s Chief Operating Officer.

Mr. Wilfred Chow joins the Company with nearly 20 years of experience in the financial markets in both China and the US. Prior to joining SearchMedia, Mr. Chow was the Senior VP of Finance of American Oriental Bioengineering, Inc. (NYSE:AQB), where he orchestrated the company’s overall capital markets, investor relations and M&A strategies. He also led and completed two public offerings raising over \$200 million. The company’s market capitalization increased substantially during his tenure. Mr. Chow also assisted in the company’s implementation and compliance with SOX 404. From 2001 to 2004, Mr. Chow held the position of Chief Financial Officer for Aptegrit, Inc., a US venture-backed company specializing in providing applications monitoring and maintaining and optimizing complex web-based systems. In addition, he has served as a manager for PricewaterhouseCoopers in the New York capital market group and as a senior auditor for Deloitte & Touche in Hong Kong and New York. Mr. Chow received his Bachelor’s degree in Economics from the University of Hong Kong and his MBA from the University of Leicester.

Mr. Joshua Weingard has over 10 years of experience in corporate and securities law. Prior to joining SearchMedia, Mr. Weingard was the Executive Vice President and Chief Legal Officer for NationsHealth, Inc., a publicly traded healthcare company, where he oversaw all legal matters. Prior to that, he served as Senior Corporate and Securities Counsel for Andrx Corporation, a Nasdaq-listed pharmaceutical company. Mr. Weingard received his JD, MBA and Bachelor’s degree in business administration from the University of Florida. Mr. Weingard also currently serves as the chief legal officer for three other public companies with affiliations to The Frost Group.

Ms. Garbo Lee, SearchMedia’s President, stated, “We are excited about these new additions to our Company, and believe we now have a stronger and more highly seasoned management team in place to help further accelerate our Company’s growth and increase our competitive advantages. Wilfred brings considerable experience navigating the financial markets, especially in a multi-cultural setting. His expertise in auditing, SOX 404 compliance and communicating with Wall Street will help us to improve our visibility and transparency. Along with Wilfred, Joshua deepens our compliance, governance, and legal capabilities.”

About SearchMedia

SearchMedia is a leading nationwide multi-platform media company and one of the largest operators of integrated outdoor billboard and in-elevator advertising networks in China. SearchMedia currently operates a network of over 1,500 high-impact billboards with over 500,000 square feet of surface display area and one of China’s largest networks of in-elevator advertisement panels consisting of approximately 125,000 frames in 52 cities throughout China. Additionally, SearchMedia operates a network of large-format light boxes in concourses of eight major subway lines in Shanghai. SearchMedia’s core outdoor billboard and in-elevator platforms are complemented by its subway advertising platform, which together enable it to provide multi-platform, “one-stop shop” services for its local, national and international advertising clients that numbered more than 780 cumulatively since inception.

Forward-Looking Statements

Any statements contained in this press release that do not describe historical facts, including statements about SearchMedia’s beliefs and expectations, may constitute forward-looking statements as that term is defined by the United States Private Securities Litigation Reform Act of 1995. These forward-looking statements can be identified by terminology such as “will,” “expect,” “anticipate,” “future,” “intend,” “plan,” “believe,” “estimate,” “confident” and similar statements. Any forward-looking statements contained herein are based on current expectations, but are subject to a number of risks and uncertainties that may cause actual results to differ materially from expectations. A number of important factors could cause actual results to differ materially from those contained in any forward-looking statement. Potential risks and uncertainties include, but are not limited to: our ability to achieve long-term profitable growth, the effectiveness of our new management and the integration of new management into our current management team, the risks that there are uncertainties and matters beyond the control of management, and other risks outlined in our filings with the U.S. Securities and Exchange Commission. SearchMedia cautions readers not to place undue reliance upon any forward-looking statements, which speak only as of the date made. SearchMedia does not undertake or accept any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement to reflect any change in their expectations or any change in events, conditions or circumstances on which any such statement is based.

Contact:

Devlin Lander
ICR
(415) 419-5606
devlin.lander@icrinc.com