

SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO §240.13D-1(a) AND
AMENDMENTS THERETO FILED PURSUANT TO §240.13D-2(a)

SearchMedia Holdings Limited

(Name of Issuer)

Ordinary Shares, par value \$0.0001 per share

(Title of Class of Securities)

G8005Y106

(CUSIP Number)

Joshua B. Weingard, Esq.
SearchMedia Holdings Limited
4400 Biscayne Blvd.
Miami, FL 33137
(305) 575-6015

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 30, 2009

(Date of Event which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of §240.13d-1(e), § 240.13d-1(f) or § 240.13d-1(g), check the following box .

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosure provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAMES OF REPORTING PERSONS Earl Ching-Hwa Yen	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) N/A	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 2,445,083*
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 2,445,083*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,445,083*	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.3%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

* China Seed Ventures, L.P. owns 2,445,083 shares (includes vested warrants to purchase 903,318 ordinary shares).

1	NAMES OF REPORTING PERSONS China Seed Ventures, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 2,445,083*
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 2,445,083*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,445,083*	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.3%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

* China Seed Ventures, L.P. owns 2,445,083 shares (includes vested warrants to purchase 903,318 ordinary shares).

Item 1. Security and Issuer.

This Schedule 13D is filed by Earl Ching-Hwa Yen (“Mr. Yen”) and China Seed Ventures, L.P., a Cayman Islands exempted limited partnership (“China Seed”) (collectively the “Reporting Persons”) with respect to ordinary shares, par value \$0.0001 per share (the “Ordinary Shares”), of SearchMedia Holdings Limited, a Cayman Island exempted company (the “Issuer”), the successor to Ideation Acquisition Corp. (“Ideation”) and ID Arizona Corp. (“ID Arizona”). Also referenced below are warrants to purchase ordinary shares (the “Warrants”). The principal executive offices of the Issuer are located at 4B, Ying Long Building, 1358 Yan An Road West, Shanghai, People’s Republic of China 200052.

Item 2. Identity and Background.

This Schedule 13D is being filed jointly on behalf of China Seed, a limited partnership formed under the laws of the Cayman Islands for the purpose of making and holding investments and Mr. Yen, an individual residing in the People’s Republic of China. China Seed and Mr. Yen are collectively referred to herein as the Reporting Persons. China Seed Ventures Management Limited is a Cayman Islands limited company (“CSV Management Limited”) and the general partner on behalf of and for China Seed. CSV Management Limited is controlled by Earl Yen, and accordingly, Mr. Yen has shared voting and dispositive power over all the shares held by CSV Management Limited as the general partner of China Seed. As a result of the foregoing, Mr. Yen is deemed to be the beneficial owner of 2,445,083 ordinary shares of the Issuer. Mr. Yen disclaims beneficial ownership of these 2,445,083 ordinary shares except to the extent of his pecuniary interest therein. The business address of China Seed is Room 104 Building 18, No. 800 Huashan Road, Shanghai, China.

During the last five years, the Reporting Persons have not been convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors) or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

On October 30, 2009, Ideation completed a redomestication that resulted in holders of Ideation securities holding securities in the Issuer, pursuant to an Agreement and Plan of Merger, Conversion and Share Exchange, dated March 31, 2009 (the “Share Exchange Agreement”), by and among Ideation, ID Arizona, SearchMedia International Limited (“SM Cayman”), the subsidiaries of SM Cayman, Shanghai Jingli Advertising Co., Ltd., and certain shareholders and warrant holders of SM Cayman, among others. The Share Exchange Agreement provided for two primary transactions: (1) the redomestication of Ideation from a Delaware corporation to a Cayman Islands exempted company and (2) the business combination between Ideation and SM Cayman, after which SM Cayman became a wholly owned subsidiary of the Issuer.

In connection with the business combination, on October 30, 2009, China Seed received an aggregate of 1,541,765 Ordinary Shares and 903,318 Warrants of the Issuer, in exchange for (i) 1,386,528 ordinary shares; (ii) 18,623,779 ordinary shares issuable upon conversion of all the 10,000,000 Series A, 909,091 Series B and 7,714,688 Series C preferred shares; and (iii) 12,670,567 warrants of SM Cayman previously held by it.

Item 4. Purpose of Transaction.

The Reporting Persons acquired the Ordinary Shares and Warrants for investment purposes. The Reporting Persons may, from time to time, depending upon market conditions and other factors deemed relevant by the Reporting Persons, acquire additional Ordinary Shares or Warrants. The Reporting Persons reserve the right to, and may in the future choose to, change their purpose with respect to their investment and take such actions as they deems appropriate in light of the circumstances including, without limitation, to dispose of, in the open market, in a private transaction or by gift, all or a portion of the Ordinary Shares or Warrants which they now owns or may hereafter acquire.

Item 5. Interest in Securities of the Issuer.

(a) The Reporting Persons are the beneficial owners of 2,445,083 Ordinary Shares of the Issuer, representing 11.3% of the Issuer's Ordinary Shares. This figure includes the right to acquire 903,318 Ordinary Shares pursuant to Warrants held by the Reporting Persons, each exercisable for one Ordinary Share. The percentage of beneficial ownership is based upon 20,758,368 Ordinary Shares outstanding as of January 10, 2010.

(b) Each of the Reporting Persons has the shared power to vote or direct to vote and the shared power to dispose or direct the disposition of 2,445,083 shares of Ordinary Shares of the Issuer. The securities described above are owned of record by China Seed. CSV Management Limited is the general partner on behalf of and for China Seed and is controlled by Earl Yen. Accordingly, Mr. Yen has shared voting and dispositive power over all the shares held by CSV Management Limited as the general partner of China Seed. As a result of the foregoing, Mr. Yen is deemed to be the beneficial owner of 2,445,083 ordinary shares of the Issuer. Mr. Yen disclaims beneficial ownership of these 2,445,083 ordinary shares except to the extent of his pecuniary interest therein.

The filing of this statement shall not be construed as an admission that Mr. Yen or China Seed is, for the purposes of Section 13(d) and 13(g) of the Securities Exchange Act of 1934, as amended, the beneficial owner of any securities covered by this statement.

(c)-(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Registration Rights Agreement. China Seed is a party to a registration rights agreement pursuant to which it is entitled to registration rights for Ordinary Shares issued to it upon exercise of Warrants. China Seed is entitled to deliver a demand or "piggyback" notice to the Issuer to register its Ordinary Shares underlying the Warrants. The Issuer will bear the expenses incurred in connection with the filing of any such registration statements.

Voting Agreement. China Seed is a party to a voting agreement that provides, among other things, that, for a period commencing on October 30, 2009 and ending on October 30, 2011, it will agree to vote in favor of the director nominees nominated by the Ideation representative and the SM Cayman shareholders' representatives as provided in the Share Exchange Agreement.

Mr. Yen is currently a director of the Issuer.

Item 7. Material to be Filed as Exhibits.

- Exhibit 99.1** Joint Filing Agreement, dated January 21, 2010 by the Reporting Persons.
- Exhibit 99.2** Registration Rights Agreement, dated October 30, 2009, by and among the Issuer and certain shareholders and warrant holders of the Issuer that are a party thereto.
- Exhibit 99.3** Voting Agreement, dated October 30, 2009, by and among the Issuer and certain shareholders and other security holders of the Issuer that are a party thereto.

Signatures

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: January 21, 2010

/s/ Earl Ching-Hwa Yen
Earl Ching-Hwa Yen

Dated: January 21, 2010

CHINA SEED VENTURES MANAGEMENT LIMITED,
as general partner for and on behalf of CHINA SEED
VENTURES, L.P.

By: /s/ Earl Yen
Name: Earl Yen
Title: Managing Director

JOINT FILING AGREEMENT

The undersigned hereby agree that this Statement on Schedule 13D, and any amendments thereto filed by any of us, with respect to the stock of Ideation Acquisition Corp. described in this document, signed by each of the undersigned, shall be filed on behalf of each the undersigned pursuant to and in accordance with the provisions of Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended.

Dated: January 21, 2010

CHINA SEED VENTURES MANAGEMENT LIMITED, as
general partner for and on
behalf of CHINA SEED VENTURES, L.P.

By: /s/ Earl Ching-Hwa Yen
Name: Earl Ching-Hwa Yen
Title: Managing Director

By: /s/ Earl Ching-Hwa Yen
Earl Ching-Hwa Yen, individually

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (the "Agreement") is dated as of October 30, 2009, by and among SearchMedia Holdings Limited, a company with limited liability organized under the laws of the Cayman Islands, or its successors (the "Company" or "ID Cayman"), and the shareholders and other security holders of the Company listed on Schedule A of this Agreement. Each of the shareholders and other security holders listed on Schedule A is sometimes referred to herein as a "Shareholder", and collectively as the "Shareholders".

RECITALS

WHEREAS, the Company has entered into an Agreement and Plan of Merger, Conversion and Share Exchange which contemplates the (i) merger of Ideation Acquisition Corp. into its wholly owned Arizona subsidiary ("ID Arizona") pursuant to Section 253 of the General Corporate Law of the State of Delaware and Section 10-1104 of the Arizona Revised Statutes, (ii) the subsequent conversion of ID Arizona into a Cayman Islands company by a transfer of domicile pursuant to Section 10-226 of the Arizona Revised Statutes, (iii) the registration and continuation of ID Arizona as a Cayman Islands company pursuant to Section 221 of the Cayman Companies Law, and (iv) the acquisition by ID Cayman of the operations and business of SearchMedia International Limited, a limited company incorporated in the Cayman Islands, by way of a share exchange (collectively, the "Business Combination").

WHEREAS, the Company and the Shareholders desire to enter into this Agreement in order to, among other things, reflect the registration rights to be provided to the Shareholders in connection with the shares of ID Cayman and warrants to purchase shares of ID Cayman to be issued to the Shareholders in connection with the Business Combination and certain other transactions contemplated in connection therewith.

NOW, THEREFORE, in consideration of the mutual promises and covenants and agreements set forth herein, the Company and the Shareholders hereby agree as follows:

AGREEMENT

1. Registration Rights.

1.1 Definitions. For purposes of this Section 1:

(a) Adverse Disclosure. The term "Adverse Disclosure" means public disclosure of material non-public information, which disclosure in the good faith judgment of the board of directors of the Company after consultation with counsel to the Company (i) would be required to be made in any Registration Statement (as defined in subsection 1.1(l)) so that such Registration Statement would not be materially misleading, (ii) would not be required to be made at such time but for the filing of such Registration Statement and (iii) the Company has a bona fide business purpose for not disclosing publicly.

(b) Business Day. The term “Business Day” means a day, excluding a Saturday, Sunday, legal holiday or other day on which banks are required to be closed in the PRC, Hong Kong or New York.

(c) Demand Notice. The term “Demand Notice” means a written notice executed by either (i) Holders of more than 37% of the Registrable Securities Then Outstanding (as defined in subsection 1.1(n) below) (the “Requesting Holders”) or (ii) Frost Gamma Investments Trust.

(d) Effective Date. The term “Effective Date” means with respect to any Registration Statement the earlier of (i) the one hundred twentieth (120th) day following the Filing Date (as defined below) or (ii) in the event the Registration Statement receives a “full review” by the SEC, the one hundred fiftieth (150th) day following the Filing Date or (iii) the date which is within three Business Days after the date on which the SEC informs the Company the (x) the SEC will not review a Registration Statement or (y) the Company may request the acceleration of the effectiveness of a Registration Statement and the Company makes such request; provided, that, in any event (i), (ii) or (iii), if the Effective Date falls on a Saturday, Sunday or any other day that is a legal holiday or a day on which the SEC is authorized or required by law or other government action to close, the Effective Date shall be the following Business Day.

(e) Filing Date. The term “Filing Date” means the sixtieth (60th) day following the delivery date of a Demand Notice or such later date as specified in the Demand Notice or as agreed by the Requesting Holders or Frost Gamma Investments Trust, as applicable; provided, that, if the Filing Date falls on a Saturday, Sunday or any other day that is a legal holiday or a day on which the SEC is authorized or required by law or other government action to close, the Filing Date shall be the following Business Day.

(f) Holder. For purposes of this Section 1 and Section 2 hereof, the term “Holder” or “ Holders” means any Person or Persons owning of record Registrable Securities (as defined in subsection 1.1(m) below) or any assignee of record of such Registrable Securities to whom rights under this Section 1 have been duly assigned in accordance with this Agreement; provided, however, that for purposes of this Agreement, a record holder of securities convertible into such Registrable Securities shall be deemed to be the Holder of such Registrable Securities.

(g) Interim Notes. The term “Interim Notes” means those certain promissory notes of SearchMedia International Limited, dated as of March 18, 2009 or March 19, 2009, in favor of certain of the Shareholders to be converted into securities of the Company in connection with the Business Combination.

(h) Management Shareholders. The term “Management Shareholders” means Qinying Liu, Le Yang, Xuebao Yang, Jianhai Huang and Min Wu.

(i) New Warrants. The term “New Warrants” means (i) the warrants to acquire Ordinary Shares issued to China Seed Ventures, L.P. as a result of the Business Combination, (ii) the warrants to acquire Ordinary Shares issued to Deutsche Bank AG, Hong Kong Branch, as a result of the Business Combination, (iii) the warrants to acquire Ordinary Shares issued to Linden Ventures II (BVI) Ltd. as a result of the Business Combination and upon conversion of the Linden Note (as defined in the Share Exchange Agreement), (iv) the warrants to acquire Ordinary Shares issued to certain of the Shareholders as a result of the conversion of the Interim Notes and (v) the warrants to acquire Ordinary Shares issued to Frost Gamma Investments Trust pursuant to the Share Exchange Agreement in respect of its Acquired Shares (as defined therein).

(j) Ordinary Shares. The term “Ordinary Shares” refers to the ordinary shares, par value US\$0.0001 per share, in the capital of ID Cayman.

(k) Registration. The terms “register,” “registered,” and “registration” refer to a registration effected by preparing and filing a Registration Statement in compliance with the Securities Act, and the declaration or ordering of effectiveness of such Registration Statement.

(l) Registration Statement. A “Registration Statement” is any registration statement filed pursuant to Section 1.2 of this Agreement.

(m) Registrable Securities. The term “Registrable Securities” means: (i) any and all Ordinary Shares beneficially owned by the Shareholders as a result of the Business Combination and/or the transactions contemplated thereby or the conversion of the Interim Notes or the Linden Note (as defined in the Share Exchange Agreement), (ii) any Ordinary Shares issued as (or issuable upon the conversion or exercise of any warrant, right or other security which is issued as) a dividend or other distribution with respect to, in exchange for or in replacement of, all such Ordinary Shares described in clause (i) of this subsection (m), and (iii) any Ordinary Shares issued or issuable to the Shareholders pursuant to the New Warrants; provided, however, that Registrable Securities shall cease to be Registrable Securities upon the earlier of (i) when, with respect to any Holder of Registrable Securities, in the reasonable opinion of counsel to the Company, all Registrable Securities proposed to be sold by such Holder may then be sold pursuant to Rule 144 without any limitations and (ii) the date as of which all of the Registrable Securities have been sold pursuant to a Registration Statement; provided further, that “Registrable Securities” shall exclude in all cases any Registrable Securities transferred by a Holder of Registrable Securities or any other Person in a transaction other than an assignment pursuant to Section 2.11; and provided further that, notwithstanding the foregoing, with respect to Management Shareholders, only the Ordinary Shares beneficially owned by them as a result of the conversion of the Interim Notes or exercise of the New Warrants issued to them as a result of the conversion of the Interim Notes shall be Registrable Securities hereunder.

(n) Registrable Securities Then Outstanding. The term “Registrable Securities Then Outstanding” means the number of Ordinary Shares of the Company that are Registrable Securities and are then issued and outstanding or would be outstanding assuming full conversion of all securities, warrants or other rights which are, directly or indirectly, convertible, exercisable or exchangeable into or for Registrable Securities.

(o) Rule 415. The term “Rule 415” means Rule 415 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such Rule.

(p) Securities Act. The term “Securities Act” means the Securities Act of 1933, as amended.

(q) SEC. The term “SEC” means the United States Securities and Exchange Commission.

(r) Share Exchange Agreement. The term “Share Exchange Agreement” means that certain Agreement and Plan of Merger, Conversion and Share Exchange dated as of March 31, 2009, as amended, by and among Ideation, ID Arizona Corp., SearchMedia International Limited (“SM Cayman”), Shanghai Jingli Advertising Co., Ltd., the subsidiaries of SM Cayman named therein, the shareholders and warrant holders of SM Cayman named therein, SM Cayman shareholders representatives and the other parties named therein.

1.2 Demand Registration.

(a) Registration. If a Demand Notice is delivered by the Requesting Holders or Frost Gamma Investments Trust, then on or prior to the Filing Date, the Company shall use its commercially reasonable efforts to prepare and file with the SEC a “resale” Registration Statement providing for the resale of all Registrable Securities for an offering to be made on a continuous basis pursuant to Rule 415. Such Registration Statement shall be on Form F-3 (except if the Company is not then eligible to register the Registrable Securities on Form F-3, such registration shall be on an appropriate form in accordance herewith and the Securities Act and the rules promulgated thereunder). The Company shall use its commercially reasonable efforts to cause such Registration Statement to be declared effective under the Securities Act as promptly as possible after the filing thereof, but in any event prior to the Effective Date, and to keep such Registration Statement continuously effective under the Securities Act until such date as is the earlier of (x) the date when all Registrable Securities covered by such Registration Statement have been sold or (y) the date on which the Registrable Securities may be sold without any restriction pursuant to Rule 144 of the Securities Act as determined by the counsel to the Company pursuant to a written opinion letter, addressed to the Company’s transfer agent to such effect (the “Effective Period”). The Company shall request that the effective time of any such Registration Statement be no later than 5:00 p.m. Eastern Time on the Effective Date.

(b) In the event that the Company is unable to register all of the Registrable Securities for resale under Rule 415 due to limits imposed by the SEC’s interpretation of Rule 415, the Company will file a Registration Statement under the Securities Act with the SEC covering the resale by the Holders of such lesser amount of the Registrable Securities as the Company is able to register pursuant to the SEC’s interpretation of Rule 415 and use its commercially reasonable efforts to have such Registration Statement declared effective as promptly as possible and, when permitted to do so by the SEC, to file subsequent registration statement(s) under the Securities Act with the SEC covering the resale of any Registrable Securities that were omitted from previous registration statement(s) and use its commercially reasonable efforts to have such registration declared effective as promptly as possible thereafter. In furtherance of the Company’s obligations set forth in the preceding sentence, the parties agree that in the event that any Holder shall deliver to the Company a written notice at any time after the later of (x) the date which is six months after the Effective Date of the latest Registration Statement filed pursuant to Section 1.2(a) or 1.2(b) hereof, as applicable, or (y) the date on which all Registrable Securities registered on all of the prior Registration Statements filed pursuant to Section 1.2(a) and 1.2(b) hereof are sold, that the Company shall file, within thirty (30) days following the date of receipt of such written notice, an additional Registration Statement registering all Registrable Securities that were omitted from the initial Registration Statement.

(c) The Company shall pay all expenses incurred in complying with Sections 1.2 and 1.3 hereof (other than taxes and underwriting discounts and commissions related to the sale of Registrable Securities), including, without limitation, all registration and filing fees, printing, duplicating, word processing, facsimile and delivery expenses, fees and disbursements of counsel for the Company, reasonable fees and disbursements of one counsel representing all Holders participating in the Registration, “blue sky” fees and expenses and the expense of any special audits incident to or required by any such registration (but excluding the compensation of regular employees of the Company which shall be paid in any event by the Company). Notwithstanding the foregoing, the Company shall not be required to pay the expenses of any registration proceeding begun pursuant to this Section 1.2 if the registration request is subsequently withdrawn at the request of the Holders of at least 37% of the Registrable Securities Then Outstanding to be registered.

(d) Notwithstanding anything to the contrary contained in this Agreement, if the filing, initial effectiveness or continued use of the Registration Statement referred to in this Section 1.2 at any time would require the Company to make an Adverse Disclosure or would require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company’s control, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, the Registration Statement; provided, however, that the Company shall not be permitted to do so for more than 90 consecutive days during any 12 month period. In the event the Company exercises its rights under the preceding sentence, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the prospectus relating to the Registration in connection with any sale or offer to sell Registrable Securities. The Company shall immediately notify the Holders upon the expiration of any period during which it exercised its rights under this Section 1.2(d).

1.3 Piggyback Registrations.

(a) If at any time during the Effective Period there is not an effective registration statement covering all the Registrable Securities and the Company shall determine to file a registration statement under the Securities Act for purposes of effecting a public offering of securities of the Company (including, but not limited to, registration statements relating to secondary offerings of securities of the Company, but excluding registration statements relating to (i) any employee benefit plan or (ii) a corporate reorganization, merger or acquisition), then the Company shall notify all Holders in writing at least thirty (30) calendar days prior to such filing and will afford each Holder an opportunity to include in such registration statement all or any part of the Registrable Securities then held by such Holder. Each Holder desiring to include in any such registration statement all or any part of the Registrable Securities held by such Holder shall, within twenty (20) calendar days after receipt of the above-described notice from the Company, so notify the Company in writing, and in such notice shall inform the Company of the number of Registrable Securities such Holder wishes to include in such registration statement. If a Holder decides not to include all of its Registrable Securities in any registration statement thereafter filed by the Company, such Holder shall nevertheless continue to have the right to include its Registrable Securities in any subsequent registration statement or registration statements as may be filed by the Company with respect to offerings of its securities, all upon the terms and conditions set forth herein.

(b) If a registration statement under which the Company gives notice under this Section 1.3 is for an underwritten offering, then the Company shall so advise the Holders of Registrable Securities. In such event, the right of any such Holder to include its Registrable Securities in a registration pursuant to this Section 1.3 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriter(s) selected by the Company for such underwriting. Notwithstanding any other provision of this Agreement, if the managing underwriter(s) determine(s) in good faith that marketing factors require a limitation of the number of shares to be underwritten, then the managing underwriter(s) may exclude shares (including Registrable Securities) from the registration and the underwriting, and the number of shares that may be included in the registration and the underwriting shall be allocated, (i) with respect to a registration statement initiated by the Company for its own account, first, to the Company, second, to the holders of securities who have obtained piggy-back registration rights prior to or at the date of this Agreement, if any, including the Registrable Securities, as to which registration has been requested pursuant to written contractual piggy-back registration rights (pro rata in accordance with the number of securities which each such Person has actually requested to be included in such registration, regardless of the number of securities with respect to which such Persons have the right to request such inclusion), and third, to holders of other securities of the Company, provided that the number of shares of Registrable Securities to be included in such underwriting and registration shall not be reduced unless all shares that are not Registrable Securities and are held by any person who is an employee, officer or director of the Company or any subsidiary of the Company are first entirely excluded from the underwriting and registration; and (ii) with respect to a registration statement initiated by the Company for the account of third parties exercising demand registration rights, first, to such third parties, second, to the holders of securities who have obtained piggy-back registration rights prior to or at the date of this Agreement, if any, including the Registrable Securities, as to which registration has been requested pursuant to written contractual piggy-back registration rights (pro rata in accordance with the number of securities which each such Person has actually requested to be included in such registration, regardless of the number of securities with respect to which such Persons have the right to request such inclusion), and third, to holders of other securities of the Company, provided that the number of shares of Registrable Securities to be included in such underwriting and registration shall not be reduced unless all shares that are not Registrable Securities and are held by any person who is an employee, officer or director of the Company or any subsidiary of the Company are first entirely excluded from the underwriting and registration. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Company and the underwriter, delivered at least ten (10) Business Days prior to the Effective Date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration.

(c) With respect to a Registration Statement initiated by the Company for its own account, the Company shall have the right to terminate or withdraw such Registration anytime prior to the effectiveness of the Registration Statement, whether or not any Holder has elected to participate therein.

(d) With respect to a registration statement initiated by the Company for the account of third parties exercising demand registration rights, if the filing, initial effectiveness or continued use of the Registration Statement referred to in this Section 1.3 at any time would require the Company to make an Adverse Disclosure or would require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, the Registration Statement, provided that such delay shall be subject to the restrictions pursuant to the registration rights agreement between the Company and such third parties. In the event the Company exercises its rights under the preceding sentence, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the prospectus relating to the Registration in connection with any sale or offer to sell Registrable Securities. The Company shall immediately notify the Holders upon the expiration of any period during which it exercised its rights under this Section 1.3(d).

1.4 Obligations of the Company. Whenever required to effect the registration of any Registrable Securities under this Agreement, the Company shall, subject to Section 1.2(d) and Sections 1.3(c) and 1.3(d), as expeditiously as commercially reasonably possible:

(a) prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such registration statement to become effective, and keep such registration statement effective until the end of the Effective Period;

(b) prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement;

(c) furnish to the Holders such number of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of the Registrable Securities owned by them that are included in such registration;

(d) use its commercially reasonable efforts to register and qualify the securities covered by such registration statement under such other securities laws of such jurisdictions as shall be reasonably requested by the Holders, provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such jurisdictions;

(e) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter(s) of such offering (it being understood and agreed that, as a condition to the Company's obligations under this clause (e), each Holder participating in such underwriting shall also enter into and perform its obligations under such an agreement);

(f) make commercially reasonable efforts to notify (at least one Business Day in advance) each Holder of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing, and the Company will use commercially reasonable efforts to amend or supplement such prospectus in order to cause such prospectus not to include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing;

(g) furnish, at the request of any Holder requesting registration of Registrable Securities, on the date that such Registrable Securities are delivered to the underwriters for sale, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the date that the registration statement with respect to such securities becomes effective, (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering and reasonably satisfactory to a majority in interest of the Holders of Registrable Securities Then Outstanding requesting registration, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities and (ii) a “comfort” letter dated as of such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering and reasonably satisfactory to a majority in interest of the Holders of Registrable Securities Then Outstanding requesting registration, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities;

(h) the Company may require each selling Holder to furnish to the Company information regarding such Holder and the distribution of such Registrable Securities as is required by law to be disclosed in any registration statement, prospectus, or any amendment or supplement thereto, and the Company may exclude from such registration the Registrable Securities of any such Holder who unreasonably fails to furnish such information within a reasonable time after receiving such request; and

(i) use its commercially reasonable efforts to list such Registrable Securities on each securities exchange on which the Ordinary Shares (including American depository shares representing the Ordinary Shares) are then listed.

1.5 Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to Sections 1.2 or 1.3 hereof that the selling Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them and the intended method of disposition of such securities as shall be reasonably required to timely effect the registration of their Registrable Securities.

1.6 Review by Counsel. In connection with the preparation and filing of each Registration Statement registering Registrable Securities under the Securities Act, each Holder of Registrable Securities and counsel for such Holder shall be permitted to review such Registration Statement, each prospectus included therein or filed with the SEC, and each amendment thereof or supplement thereto a reasonable period of time (but not less than 5 Business Days) prior to their filing with the SEC.

1.7 Delay of Registration. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 1.

1.8 Indemnification. In the event any Registrable Securities are included in a registration statement under Sections 1.2 or 1.3 hereof:

(a) By the Company. Except as prohibited by law, the Company will indemnify and hold harmless each Holder, the partners, officers and directors of each Holder, any underwriter (as defined in the Securities Act) for such Holder and each Person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended, (the "Exchange Act"), against all losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "Violation"):

(i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto;

(ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or

(iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any federal or state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any federal or state securities law in connection with the offering covered by such registration statement; and the Company will reimburse each such Holder, partner, officer or director, underwriter or controlling Person for any legal or other expenses reasonably incurred by them in connection with defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this subsection 1.8(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Holder, partner, officer, director, underwriter or controlling Person of such Holder.

(b) By Selling Holders. Each selling Holder will (severally and not jointly) indemnify and hold harmless the Company, to the full extent permitted by law, each of its directors, each of its officers who have signed the registration statement, each Person, if any, who controls the Company within the meaning of the Securities Act, any underwriter and any other Holder selling securities under such registration statement or any of such other Holder's partners, directors or officers or any Person who controls such Holder within the meaning of the Securities Act or the Exchange Act, against all losses, claims, damages or liabilities (joint or several) to which the Company or any such director, officer, controlling Person, underwriter or such other Holder, partner or director, officer or controlling Person of such other Holder may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder under an instrument duly executed by such Holder and stated to be expressly for use in connection with such registration; and each such Holder will reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer, controlling Person, underwriter or other Holder, partner, officer, director or controlling Person of such other Holder in connection with defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this subsection 1.8(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; and provided further, that the total amounts payable in indemnity by a Holder under this Section 1.8(b) in respect of any Violation shall not exceed the net proceeds received by such Holder in the registered offering out of which such Violation arises.

(c) Notice. Promptly after receipt by an indemnified party under this Section 1.8 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 1.8, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential conflict of interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Section 1.8.

(d) Contribution. If the indemnification provided for in this Section 1.8 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any losses, claims, damages or liabilities referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party thereunder, shall to the extent permitted by applicable law contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the Violation(s) that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided, that in no event shall any contribution by a Holder hereunder exceed the net proceeds from the offering received by such Holder.

(e) Survival. The obligations of the Company and Holders under this Section 1.8 shall survive the completion of any offering of Registrable Securities in a registration statement, and otherwise.

1.9 Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the SEC which may at any time permit the sale of the Registrable Securities to the public without registration, after such time as a public market exists for the Ordinary Shares, the Company agrees to use its commercially reasonable efforts to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times after the effective date of the first registration under the Securities Act filed by the Company for an offering of its securities to the general public;

(b) file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements); and

(c) as long as a Holder owns Registrable Securities, to furnish to the Holder forthwith upon request a written statement by the Company as to its compliance with the reporting requirements of said Rule 144 (at any time after ninety (90) days after the effective date of the first registration statement filed by the Company for an offering of its securities to the general public), and of the Securities Act and the Exchange Act (at any time after it has become subject to the reporting requirements of the Exchange Act), a copy of the most recent periodic report of the Company and such other reports and documents of the Company as a Holder may reasonably request in availing itself of any rule or regulation of the SEC allowing a Holder to sell any such securities without registration (at any time after the Company has become subject to the reporting requirements of the Exchange Act).

1.10 Termination of the Company's Obligations. The Company shall have no obligations pursuant to Sections 1.2 or 1.3 with respect to any securities that have ceased to be Registrable Securities in accordance with this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Company's obligations under Section 1.2 and 1.3 with respect to any Registrable Securities proposed to be sold by a Holder in a registration statement pursuant to Section 1.2 or 1.3 shall terminate on the fifth anniversary of the closing of the Business Combination.

2. General Provisions.

2.1 Notices. All notices, requests, waivers and other communications made pursuant to this Agreement will be in writing, at the addresses set forth on the signature pages hereto (or at such other address for a party as shall be specified in writing to all other parties), and will be conclusively deemed to have been duly given (i) when hand delivered to the recipient party; (ii) upon receipt, when sent by facsimile with written confirmation of transmission; or (iii) the next Business Day after deposit with a national overnight delivery service, postage prepaid, with next Business Day delivery guaranteed. Each Person making a communication hereunder by facsimile will promptly confirm by telephone to the Person to whom such communication was addressed each communication made by it by facsimile pursuant hereto.

2.2 Entire Agreement; Third-Party Beneficiaries. This Agreement, together with the Share Exchange Agreement and all other Exhibits, Annexes and Schedules thereto (a) constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the Transactions and (b) are not intended to confer upon any Person other than the Parties any rights or remedies. This Agreement shall supersede and replace the provisions of any other agreement entered into prior to the date hereof between the Company, SearchMedia International Limited, or any of their respective predecessors or affiliates and any Shareholder relating to the grant or exercise of registration rights.

2.3 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

2.4 Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators shall be three. The place of arbitration shall be New York City, New York, United States of America. The language of the arbitration shall be English.

2.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Agreement are fulfilled to the extent possible.

2.6 Successors and Assigns. Subject to Section 2.11, the provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and permitted assigns of the parties hereto.

2.7 Interpretation. Unless the express context otherwise requires:

- (a) The headings contained in this Agreement are intended solely for convenience and shall not affect the rights of the parties to this Agreement;
- (b) the words “hereof,” “herein,” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (c) terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa;
- (d) the terms “Dollars” and “\$” mean United States Dollars;
- (e) references herein to a specific Section, Subsection, Schedule, Annex or Exhibit shall refer, respectively, to Sections, Subsections, the Schedules, Annexes or Exhibits of this Agreement;
- (f) wherever the word “include,” “includes,” or “including” is used in this Agreement, it shall be deemed to be followed by the words “without limitation”;
- (g) references herein to any gender shall include each other gender;
- (h) references herein to any Person shall include such Person’s heirs, executors, personal representatives, administrators, successors and assigns; provided, however, that nothing contained in this clause (h) is intended to authorize any assignment or transfer not otherwise permitted by this Agreement;
- (i) references herein to a Person in a particular capacity or capacities shall exclude such Person in any other capacity;
- (j) references herein to any contract or agreement (including this Agreement) mean such contract or agreement as amended, supplemented or modified from time to time in accordance with the terms thereof;
- (k) references herein to any Law or any license mean such Law or license as amended, modified, codified, reenacted, supplemented or superseded in whole or in part, and in effect from time to time; and
- (l) references herein to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder.

2.8 Counterparts; Facsimile Execution. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Facsimile execution and delivery of this Agreement is legal, valid and binding for all purposes.

2.9 Adjustments for Stock Splits and Certain Other Changes. Wherever in this Agreement there is a reference to a specific number of shares of the Company, then, upon the occurrence of any subdivision, combination or stock dividend of such class or series of stock, the specific number of shares so referenced in this Agreement shall automatically be proportionally adjusted to reflect the affect on the outstanding shares of such class or series of stock by such subdivision, combination or stock dividend.

2.10 Aggregation of Stock. All shares deemed to be “beneficially owned” (as such term is defined under Rule 13d-3 of the Exchange Act) by any entity or Person, shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

2.11 Assignment. Notwithstanding anything herein to the contrary, the rights of a Shareholder or any other Holder herein may be assigned only to (i) a party who acquires (on an as-if converted basis) Registrable Securities representing at least 10% of the total number of issued and outstanding Ordinary Shares or (ii) a direct or indirect stockholder, partner, member, beneficiary or Affiliate (as such term is defined in the Securities Act) of a Shareholder; provided, however, that no party may be assigned any of the foregoing rights unless the Company is given written notice by the assigning party at the time of such assignment stating the name, address and tax identification number of the assignee and identifying the securities of the Company as to which the rights in question are being assigned; and provided further that any such assignee (a) shall receive such assigned rights subject to all the terms and conditions of this Agreement, including without limitation the provisions of this Section 2, and (b) is not a direct or indirect competitor of the Company as determined in good faith by the Company’s board of directors.

2.12 Amendment of Rights. Any provision of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and Holders of at least 75% of the Registrable Securities Then Outstanding; provided that any amendment that disproportionately affects any Holder vis-à-vis any other Holder shall require the consent of such affected Holder. Any amendment or waiver effected in accordance with this Section 2.12 shall be binding upon each Holder, each permitted successor or assignee of such Holder and the Company.

2.13 Termination. This Agreement shall terminate in the event the Business Combination is not consummated or the Share Exchange Agreement is terminated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

SearchMedia Holdings Limited

By: /s/ Steven D. Rubin

Name: Steven D. Rubin

Title:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOR THE SHAREHOLDERS FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Deutsche Bank AG, Hong Kong Branch

By: /s/ Tommy Cheung
Name: Tommy Cheung
Title: Managing Director

By: /s/ Terrence Hogan
Name: Terrence Hogan
Title: Director

China Seed Ventures Management Limited
as general partner for and on behalf of
China Seed Ventures, L.P.

By: /s/ Earl Ching-Hwa Yen

Name: Earl Ching-Hwa Yen

Title: Managing Director

Vervain Equity Investment Limited

By: /s/ Cheung Karen Tih Loh

Name: Cheung Karen Tih Loh

Title: Director

By: /s/ Peh Jefferson Tun Lu

Name: Peh Jefferson Tun Lu

Title: Director

Sun Hing Associates Ltd.

By: /s/ Wong Ken Lum

Name: Wong Ken Lum

Title: Director

By: /s/ Yuen Yui Wing

Name: Yuen Yui Wing

Title: Director

Linden Ventures II (BVI) Ltd.

By: /s/ Craig Jarvis

Name: Craig Jarvis

Title: Authorized Signatory

Frost Gamma Investments Trust

By: Dr. Phillip Frost, M.D., Sole Trustee

By: /s/ Phillip Frost, M.D.

Name: Phillip Frost, M.D.

Title: Trustee

Chardan Securities LLC

By: /s/ Steve Urbach

Name: Steve Urbach

Title: President

Halpryn Capital Partners, LLC

By: /s/ Glenn L. Halpryn

Name: Glenn L. Halpryn

Title: Member

VOTING AGREEMENT

This VOTING AGREEMENT, dated as of this 30th day of October, 2009, (the "**Agreement**"), by and among SearchMedia Holdings Limited, a Cayman Islands company (collectively with all predecessors thereof, the "**Company**"), and each of the shareholders and other security holders of the Company identified on the signature pages hereto (each, a "**Shareholder**," and collectively the "**Shareholders**"). All capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Share Exchange Agreement (as defined below).

WHEREAS, each of Ideation Acquisition Corp. and certain of the Shareholders, among others, have entered into an Agreement and Plan of Merger, Conversion and Share Exchange, dated March 31, 2009 (as amended, the "**Share Exchange Agreement**") that provides for the acquisition of SearchMedia International Limited's issued share capital and warrants by the Company through an exchange transaction; and

WHEREAS, as a condition to the closing of the Share Exchange Agreement, the Shareholders have agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly and mutually acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. REPRESENTATIONS AND WARRANTIES.

Each of the parties hereto, by their respective execution and delivery of this Agreement, hereby represents and warrants to the other party hereto that:

(a) such party has the full right, capacity and authority to enter into, deliver and perform this Agreement;

(b) this Agreement has been duly executed and delivered by such party and is a binding and enforceable obligation of such party, enforceable against such party in accordance with the terms of this Agreement; and

(c) the execution, delivery and performance of such party's obligations under this Agreement will not require such party to obtain the consent, waiver or approval of any Person and will not violate, result in a breach of, or constitute a default under any statute, regulation, agreement, judgment, consent, or decree by which such party is bound.

2. SHARES SUBJECT TO AGREEMENT

Each Shareholder, severally and not jointly, agrees to vote all of his, her or its voting shares of the Company then owned by such Shareholder, whether now owned or hereafter acquired (hereafter referred to as the "**Voting Shares**"), in accordance with the provisions of this Agreement.

3. OBLIGATIONS TO VOTE VOTING SHARES FOR SPECIFIC NOMINEE

At any annual or special meeting called, or in connection with any other action (including the execution of written consents) taken for the purpose of electing directors to the board of directors of the Company (the “**Board**”), each of the Shareholders agrees, for a period commencing from the Closing Date of the Share Exchange Agreement and ending not sooner than the third anniversary of the Closing Date of the Share Exchange Agreement (the “**Voting Period**”), to vote all of his, her or its Voting Shares in favor of the persons nominated by the Ideation Representative and the SM Shareholders’ Representatives.

4. OBLIGATIONS TO VOTE VOTING SHARES FOR REMOVAL OF DIRECTOR; FILLING VACANCIES

During the Voting Period, the Ideation Representative and the SM Shareholders’ Representatives shall have the right to request the resignation or removal of their respective elected nominees to the Board (including, with respect to the SM Shareholders’ Representatives, the Director Nominees nominated by the SM Shareholders). In such event, each of the Shareholders agrees to vote all of his, her or its Voting Shares in a manner that would cause the removal of such director, whether at any annual or special meeting called, or, in connection with any other action (including the execution of written consents) taken for the purpose of removing such director. In the event of the resignation, death, removal or disqualification of any such elected nominee to the Board (including, with respect to the SM Shareholders’ Representatives, the Director Nominees nominated by the SM Shareholders), the Ideation Representative or the SM Shareholders’ Representatives, as the case may be, shall promptly nominate a new director and, after written notice of the nomination has been given by the Ideation Representative or the SM Shareholders’ Representatives to the Shareholders, each Shareholder will vote all his, her or its Voting Shares to elect such nominee to the board of directors of the Company.

5. COVENANT TO VOTE

Each Shareholder shall appear in person or by proxy at any annual or special meeting of shareholders of the Company for the purpose of obtaining a quorum and shall vote all Voting Shares owned by such Shareholder, either in person or by proxy, at any annual or special meeting of shareholders of the Company called for the purpose of voting on the election of directors or by written consent of shareholders with respect to the election of directors, in favor of the election of the persons nominated by the Ideation Representative and the SM Shareholders’ Representatives. In addition, each Shareholder shall appear in person or proxy at any annual or special meeting of shareholders of the Company for the purpose of obtaining a quorum and shall vote, or shall execute and deliver a written consent with respect to, all Voting Shares owned by such Shareholder, entitled to vote upon any other matter submitted to a vote of shareholders of the Company in a manner so as to be consistent and not in conflict with, and to implement, the terms of this Agreement.

6. ADDITIONAL SHARES

If, after the effective date hereof, the Shareholders or any of their affiliates acquire beneficial or record ownership of any additional shares of the Company (any such shares, “*Additional Shares*”), including, without limitation, upon exercise of any option, warrant or right to acquire shares of the Company or through any stock dividend or stock split, the provisions of this Agreement shall thereafter be applicable to such Additional Shares as if such Additional Shares had been held by the Shareholders as of the effective date hereof. The provisions of the immediately preceding sentence shall be effective with respect to Additional Shares without action by any person or entity immediately upon the acquisition by the Shareholders of the beneficial ownership of the Additional Shares. The Shareholders shall use reasonable efforts to cause any affiliate that acquires Additional Shares to enter into a written joinder to this Agreement substantially in the form attached hereto as Exhibit A.

7. TRANSFER RESTRICTIONS

Each Shareholder agrees that he, she or it shall not transfer any Voting Shares unless he, she or it shall cause any transferee who acquires, in one or more transactions, more than 500,000 shares of the Company from such Shareholder to execute and deliver a joinder substantially in the form of Exhibit A hereto to the Company. The foregoing restriction will not apply (a) to any transfers made in connection with an underwritten secondary offering of shares owned by any Shareholder or (b) to any sales or transfers by Shareholders in any open-market transaction. Each certificate, if any, representing any shares of the Company held by either party shall be endorsed with a legend reading substantially as follows:

“THE SHARES EVIDENCED HEREBY ARE SUBJECT TO A VOTING AGREEMENT (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE ISSUER), AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SAID VOTING AGREEMENT.”

8. TERMINATION

This Agreement shall commence on the Closing Date of the Share Exchange Agreement and continue in force and effect until the earlier of (i) the third anniversary of the Closing Date, or (ii) a Change of Control that results in the issuance of the Maximum Earn-Out Shares pursuant to Section 5.2(b)(v) of the Share Exchange Agreement. Upon the termination of this Agreement, except as otherwise set forth herein, the restrictions and obligations set forth herein shall terminate and be of no further effect, except that such termination shall not affect rights perfected or obligations incurred under this Agreement prior to such termination.

9. GENERAL PROVISIONS

(a) **Notices.** Unless otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement will be in writing and will be given in accordance with the notice provisions of the Share Exchange Agreement.

(b) **Captions and Headings.** The captions and headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(c) **Enforceability; Severability.** The parties hereto agree that each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If one or more provisions of this Agreement are nevertheless held to be prohibited, invalid or unenforceable under applicable law, such provision will be effective to the fullest extent possible excluding the terms affected by such prohibition, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If the prohibition, invalidity or unenforceability referred to in the prior sentence requires such provision to be excluded from this Agreement in its entirety, the balance of the Agreement will be interpreted as if such provision were so excluded and will be enforceable in accordance with its terms.

(d) **Entire Agreement.** This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and no party will be liable or bound to any other party in any manner by any warranties, representations or covenants except as specifically set forth herein.

(e) **Equitable Relief.** The parties hereto recognize that, if such party fails to perform or discharge any of its obligations under this Agreement, any remedy at law may prove to be inadequate relief to the other parties. Each party hereto therefore agrees that the other parties are entitled to seek temporary and permanent injunctive relief and any other equitable remedy a court of competent jurisdiction may deem appropriate in any such case.

(f) **Manner of Voting.** The voting of shares pursuant to this Agreement may be effected in person, by proxy, by written consent or in any other manner permitted by applicable law.

(g) **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of New York.

(h) **Disputes.** Except with respect to equitable relief as provided for herein, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators shall be three. The place of arbitration shall be New York City, New York, United States of America. The language of the arbitration shall be English.

(i) **Delays or Omissions.** No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, or upon any breach or default of any other party under this Agreement, will impair any such right, power or remedy of such non-breaching or non-defaulting party nor will it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor will any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any provisions or conditions of this Agreement, must be in writing and will be effective only to the extent specifically set forth in such writing. Except as otherwise set forth herein, all remedies, either under this Agreement or by Law or otherwise afforded to any party, will be cumulative and not alternative.

(j) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

(k) **Amendments.** Any term of this Agreement may be amended only with the written consent of the parties hereto.

(l) **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the parties hereto, their successors, assigns and heirs, and no other person or entity shall have any right or action under this Agreement.

(m) **Controlling Agreement.** To the extent the terms of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) directly conflicts with a provision in the Share Exchange Agreement, the terms of this Agreement shall control.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

SEARCHMEDIA HOLDINGS LIMITED

By: /s/ Steven D. Rubin

Name: Steven D. Rubin

Title:

SHAREHOLDERS:

/s/ Qinying Liu

QINYING LIU

/s/ Le Yang

LE YANG

CHINA SEED VENTURES MANAGEMENT LIMITED, as
general partner for and on behalf of
CHINA SEED VENTURES, L.P.

By: /s/ Earl Yen

Name: Earl Yen

Title: Managing Director

VERVAIN EQUITY INVESTMENT LIMITED

By: /s/ Cheung Karen Tih Loh

Name: Cheung Karen Tih Loh

Title: Director

By: /s/ Peh Jefferson Tun Lu

Name: Peh Jefferson Tun Lu

Title: Director

SUN HING ASSOCIATES LTD.

By: /s/ Wong Ken Lum

Name: Wong Ken Lum

Title: Director

By: /s/ Yuen Yui Wing

Name: Yuen Yui Wing

Title: Director

LINDEN VENTURES II (BVI), LTD.

By: /s/ Craig Jarvis

Name: Craig Jarvis

Title: Authorized Signatory