

EXHIBIT A

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is dated as of April 30, 2008 (this "Agreement"), by and between Great American Group, LLC, a California limited liability company ("Purchaser"), and AMP'D MOBILE, Inc., a Delaware corporation ("Seller").

RECITALS

WHEREAS, the Company filed for protection under Title 11 of the United States Bankruptcy Code before the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), which case is pending as Case No. 07-10739 (BLS) (the "Bankruptcy Case");

WHEREAS, Seller has certain assets used in connection with its business that it wishes to liquidate; and

WHEREAS, Purchaser desires to purchase such assets.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

1. Sale and Transfer of Assets. In consideration of the payment by Purchaser to Seller of \$170,000 (the "Purchase Price"), Seller hereby agrees to sell, assign, convey, and transfer to Purchaser, free and clear of any and all Encumbrances (as defined below), the assets listed on **Schedule I** (the "Assets"). Seller is selling, and Purchaser is purchasing, the Assets in "as is", "where is" condition.

2. Certain Transactions to be Effected at Closing. Seller shall deliver, or cause to be delivered, to Purchaser a bill of sale for the Assets, in the form attached hereto as **Exhibit A**, executed by such Seller. Additionally, Seller shall deliver to the Purchaser title to all vehicles acquired pursuant to Exhibit A. Simultaneously therewith, Purchaser shall deliver, or cause to be delivered, to Seller the Purchase Price by certified check or wire transfer to an account designated by Purchaser. Closing shall take place on the first Business Day following the entry of the Approval Order (as defined below), but in no event later than May 30, 2008, after which time this Agreement can be terminated at the request of either Seller or Purchaser and be null and void.

3. Representations and Warranties of the Seller. As an inducement to Purchaser to enter into this Agreement, the Seller hereby makes the following representations and warranties as of the date hereof to Purchaser:

3.1 Authorization of Seller. Subject to the entry of the Approval Order, the Seller has all necessary corporate power and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder, and no other corporate proceedings on the part of the Seller are necessary to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated

Purchaser in its sole discretion waives such condition in accordance with the terms hereof, the Approval Order shall not have been appealed and the effectiveness of the Approval Order shall not have been stayed pursuant to an order of the Bankruptcy Court or other court.

ARTICLE II

DEFINITIONS

As used herein, the terms below shall have the following meanings:

"Business Day" shall mean any day excluding Saturday, Sunday and any day which is a legal holiday in the State of Delaware.

"Encumbrance" shall mean any claim, judgment, license, lease, sublease, lien, pledge, option, charge, easement, security interest, deed of trust, mortgage, right of way, encroachment, building or use restriction, conditional sales agreement, title retention arrangement which is intended as security, capitalized lease under generally accepted accounting principles, encumbrance, or other right of third parties, whether voluntarily incurred or arising by operation of law, and includes, without limitation, any agreement to give any of the foregoing in the future, and any contingent sale or other title retention agreement or lease in the nature thereof, and any "claim", "lien", or "security interest" as those terms are defined in the United States Bankruptcy Code.

"Facilities" shall mean the two locations where the Assets are being held.

"Removal Date" shall mean the date on which all of the Assets have been removed from the Facility's premises, which date shall in no event be later than June 16 2008, unless extended by mutual agreement of the parties; provided, however, Purchaser shall have the right to abandon in place any of the Assets as provided above.

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

PURCHASER:
GREAT AMERICAN GROUP, LLC

By: Mark J. Weitz

Name: MARK J. WEITZ

Title: PRESIDENT - WHOLESALE & INDUSTRIAL SERVICES

SELLER:
AMP'D MOBILE, INC.

By: Douglas D. Rios

Name: DOUGLAS D. RIOS

Title: CHIEF MARKETING OFFICER
4-27-08

EXHIBIT A

BILL OF SALE

BILL OF SALE

AMP'D MOBILE, INC., a Delaware corporation ("Seller"), for good and valuable consideration paid by, at or before the delivery of these presents, the receipt and sufficiency of which is hereby acknowledged by Seller, hereby grants, bargains, sells, conveys, assigns, and transfers to Great American Group, LLC, a California limited liability company ("Purchaser"), all of the right, title and interest of Seller in the assets set forth on Schedule 1 of that certain Asset Purchase Agreement dated April 30, 2008, by and between Seller and Purchaser, incorporated by reference herein, free and clear of all liens and encumbrances (the "Assets").

Purchaser is purchasing the Assets in "as is" and "where is" condition.

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be executed this 30th day of April, ~~2007~~

2008

SELLER:
AMP'D MOBILE, INC.

By: _____

Name: _____

Title: _____

DEBRA DUBS
CHIEF FINANCIAL OFFICER