

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): December 22, 2003

TRADING SOLUTIONS.COM INC.  
(Exact name of registrant as specified in its charter)  
Nevada  
(State or other jurisdiction of incorporation)

333-85787  
(Commission File Number)

88-0425691  
(IRS Employer Identification Number)

2469 E. 7000 S., #214, Salt Lake City, Utah 84121  
(Address of principal executive offices, including zip code)

(801) 274-1011  
(Registrant's telephone Number, including area code)

Not applicable  
(Former name or former address, if changed since last report)

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Item 1. Changes in Control of Registrant.

(a) On December 20, 2003, a stock purchase agreement was executed by and between Pete Falvo who was the owner of approximately 83% of our outstanding voting securities as the seller and

By virtue of the percentage of our voting securities acquired under the stock purchase agreement by Mr. Baum, the stock purchase agreement is deemed to have involved a "change

The source of the consideration used by Mr. Baum to acquire his interest in the Registrant was cash from his funds.

The primary basis of the "control" by Mr. Baum is stock ownership.

The principal terms of the stock purchase agreement were:

1. Mr. Falvo agreed to sell and Mr. Baum agreed to buy 15,000,000 shares of our common stock that were "restricted securities" of an "affiliate."

2. The closing of the stock purchase agreement was subject to the satisfaction of the following:

1. The purchase of the controlling shares by Mr. Baum at par value for a total of \$15,000.

1. The payment of \$190,000 to reimburse Mr. Falvo for expenses paid on our behalf; and

1. The delivery to Mr. Baum of written representations and warranties by our board of directors respecting various matters about us.

Prior to the completion of the stock purchase agreement, we had 18,073,500 outstanding shares of common stock.

A copy of the stock purchase agreement, including all material exhibits and related instruments, accompanies this current report, which, by this reference, is incorporated herein; the

(b)(i) To the knowledge of our management and based upon a review of the stock ledger maintained by our transfer agent and registrar, the following table sets forth the beneficial o

Name and Address of Beneficial Owner	Number of Shares Beneficially Owned	Percentage of Shares Outstanding (1)
Pete Falvo (2) c/o Trading Solutions.com, Inc. 2469 E. 7000 S., #214 Salt Lake City, Utah 84121	15,000,000	82.9%
All current directors and executive officers as a group (none)	--	--%

(1) Includes shares of common stock subject to warrants currently exercisable or convertible within 60 days of December 20, 2003 are deemed outstanding for computing the percentage of the person holding such option or warrant but are not

(2) Officer and/or Director

(b)(ii) To the knowledge of our management and based upon a review of the stock ledger maintained by our transfer agent and registrar, the following table sets forth the beneficial ownership of person

Name and Address of Beneficial Owner	Number of Shares Beneficially Owned	Percentage of Shares Outstanding (1)
Mark L. Baum (2) 249 South Highway 101, Suite 432 Solana Beach, California 92075	15,000,000	82.9%
All current directors and executive officers as a group (1 person)	15,000,000	82.9%

(1) Includes shares of common stock subject to warrants currently exercisable or convertible within 60 days of December 20, 2003 are deemed outstanding for computing the percentage of the person holding such option or warrant but are not

(2) Officer and/or Director

Item 2. Acquisition or Disposition of Assets.

(a) See Item 1.

The consideration exchanged under the stock purchase agreement was negotiated at "arms length," between the parties, with the consent of the board of directors. Our board of directors used the Mr. Baum had no ownership interest in us prior to the closing of the stock purchase agreement.

(b) The Registrant’s Proposed Operations

We have no assets, liabilities or ongoing operations. Nevertheless, management believes that it may be able to recover some value for our shareholders by the adoption and implementation of a plan. Management believes that the selection of a business opportunity will be complex and extremely risky. Because of general economic conditions, rapid technological advances being made in software, improving the terms on which additional equity may be sought, providing liquidity for the principals of the business, creating a means for providing stock incentives or similar benefits to key employees. Potential business opportunities may occur in many different industries and at various stages of development, all of which will make the task of comparative investigation and analysis extremely gains from another.

Management believes that we will offer owners of a suitable privately held company the opportunity to acquire a controlling ownership interest in a public company:

- In less time than would be required for a traditional IPO;
- For less out-of-pocket cost than would be required for a traditional IPO; and
- With a greater degree of certainty that the transaction will ultimately close.

Nevertheless, the owners of any target that we select will incur significant costs and expenses, including the costs of preparing the required business combination agreements and related documents, the While our management believes that we will be able to enter into a business combination, there can be no assurance as to how much time will elapse before a business combination is effected, if In the event that a business combination is consummated, it is likely that our present shareholders will own only a small minority interest in the combined companies. In addition, as part of the transaction

Item 6. Resignations of Registrant's Directors.

On December 20, 2003, Mr. Baum was designated to serve on our board of directors and hold executive officer positions until the next respective annual meetings of the stockholders and the board of directors.

Item 7. Financial Statements and Exhibits.

(c) Exhibits.

99.1 Stock Purchase Agreement

SIGNATURES

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

Date: December 22, 2003  
in witness whereof;  

By: /s/ Mark L. Baum  
Mark L. Baum  
President, Chief Executive Officer and Chairman of the Board

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## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "Agreement") is made and entered into as of December 20, 2003 by and among Pete Falvo, an individual ("Seller"), and Mark L. Baum ("Buyer").

### Recitals:

- A. Seller owns 15,000,000 shares of common stock of Trading Solutions, Inc., a Nevada corporation ("TSLU" or the "Company").
- B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, 15,000,000 of such shares of common stock of the Company (the "Shares") at an aggregate purchase price of \$1,150,000.

### Agreement:

NOW, THEREFORE, in consideration of the covenants set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

#### 1. Purchase of and Sale of Shares .

(a) Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Shares in exchange for the Purchase Price. At the Closing, Seller shall deliver to Buyer a stock certificate representing the Shares duly endorsed for transfer from Seller to Buyer. At the Closing, Buyer shall deliver to Seller the Purchase Price, which shall be paid in cash.

#### (b) Conditions of Closing.

- The purchase of the controlling shares by Buyer at par value for a total of \$15,000.
- \$190,000 to be paid to reimburse Seller for expenses paid on behalf of TSLU.
- The resignation of TSLU's sole officer and director.
- The appointment for Mark L. Baum to TSLU's Board of Directors.
- All of TSLU's books and records in the possession of Seller will be delivered to Buyer.
- Buyer will be responsible for preparing and filing the appropriate documents with the Securities and Exchange Commission describing the change of control of TSLU, and the 10-KSB form required by the SEC.

#### (c) Documents to Be Delivered At Closing .

- Seller shall deliver his stock certificates executed with a medallion signature guarantee.
- Buyer shall deliver the purchase price for the Shares of \$15,000, plus \$190,000 to reimburse Seller for expenses paid on behalf of TSLU.

2. Representations and Warranties of Seller . Seller hereby represents and warrants to Buyer the following: The Shares sold pursuant to this Agreement will be, at the closing, validly issued, fully paid and non-assessable, and no person holds or has the right to receive any proxy or similar instrument with respect to such Shares. There is no applicable local, state or federal law, rule or regulation that would require the Shares to be registered under any securities laws.

- (a) Seller represents and warrants to Buyer that they are not aware of any investigations of TSLU, its officers or directors by any Federal, State or other governmental authority.
- (b) Seller represents and warrants to Buyer that they will not approve nor take any corporate action between the date of this agreement and the closing date without the express written consent of Buyer.
- (c) The name of the company is Trading Solutions.com, Inc.
- (d) TSLU is domiciled in and is in good standing with the State of Nevada.
- (e) TSLU was incorporated in the State of Nevada on May 14, 1999.
- (f) TSLU has 20,000,000 shares of authorized common stock with a par value of \$.001 per share of which there are currently approximately 18,073,500 shares of common stock outstanding.
- (g) TSLU's stock is currently trading on the OTCBB under the symbol of TSLU.
- (h) There are a total of 15,000,000 restricted common shares available for purchase.
- (i) There are no legal proceedings against TSLU or its directors.
- (j) The latest audited financial statements of TSLU are as of September 30, 2002.
- (k) TSLU's auditor of record is Andersen, Andersen & Strong, LLC, 941 East 3300 South, Suite 202, Salt Lake City, UT 84115, 801-486-0096.
- (l) TSLU's stock transfer agent and registrar is Action Stock Transfer Corp., 7069 S. Highland Dr., Suite 300, Salt Lake City, UT 84121, 801-274-1088.
- (m) TSLU is current in all of its public reporting obligations.
- (n) TSLU does not have any outstanding warrants, options or promissory notes.
- (o) Upon closing of this transaction, TSLU will have no liabilities and no assets.

3. Representations and Warranties of Buyer . Buyer hereby makes the following representations and warranties to Seller and the Company and Buyer agrees to indemnify, defend and hold the Company and Seller harmless from and against all claims, damages, losses, costs and expenses, including reasonable attorneys' fees, incurred as a result of any misrepresentation by Buyer or any warranties not performed by Buyer.

- (a) This Agreement constitutes Buyer's valid and legally binding obligation, enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, and other laws relating to the enforcement of contracts.
- (b) Buyer is the sole and true party in interest and is not purchasing for the benefit of any other person.
- (c) Buyer understands that all books, records and documents of the Company relating to this investment have been and remain available for inspection by Buyer upon reasonable request, and that Buyer has had the opportunity to review and inspect all such books, records and documents, and that Buyer is satisfied with the accuracy and completeness of the information provided by the Company, and that Buyer is not relying on any oral or written representation from any other party.
- (d) Buyer is aware that an investment in the Shares is highly speculative and subject to substantial risks. Buyer is capable of bearing the high degree of economic risk and burden of ownership of the Shares.
- (e) The offer to sell the Shares was directly communicated to Buyer by Seller in such a manner that Buyer was able to ask questions of and receive answers from concerning the Shares.
- (f) Buyer, if a corporation, membership, trust or other entity, is authorized and duly empowered to purchase and hold the Shares, has its principal place of business at the address set forth in the Agreement.
- (g) The Shares are being purchased solely for Buyer's own account, for investment, and are not being purchased with a view to the resale, distribution, subdivision or fractionalization of the Shares.
- (h) Buyer understands that the Shares have not been registered under the Securities Act of 1933, as amended (the "Act"), or any other state securities laws in reliance upon exemption therefrom. Buyer further understands that each certificate representing the Shares and any other securities issued in respect thereto upon any stock distribution, recapitalization, merger, consolidation or other corporate transaction will be subject to the same restrictions.

**THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") IN RELIANCE UPON EXEMPTION THEREFROM. BUYER ACKNOWLEDGES AND AGREES THAT AN EXEMPTION FROM REGISTRATION IS AVAILABLE.**

#### (i) Buyer has been informed of and understands the following:

- (1) The Company has recently experienced financial difficulties;
- (2) There are substantial restrictions on the transferability of the Shares under the Act; and
- (3) No federal or state agency has made any finding or determination as to the fairness of the Shares for public investment nor any recommendation or endorsement of the Shares.

- (j)None of the following information has ever been represented, guaranteed, or warranted to Buyer expressly or by implication, by Seller, any broker, the Company, or agent:
- (1)The approximate or exact length of time that Buyer will be required to hold the Shares;

(2)The percentage of profit and/or amount of or type of consideration, profit or loss to be realized, if any, as a result of an investment in the Shares; or

(3)That the past performance or experience of the Company, or associates, agents, affiliates, or employees of the Company or any other person, will in any way indicate that the Shares will appreciate in value;
- (k)Buyer is an "accredited investor," as such term is defined on Exhibit A hereto and in Rule 501(a) promulgated under the Securities Act.
- (l)Buyer hereby agrees to indemnify Seller, the Company, its Board of Directors, its Officers, persons who participated in the preparation of the Stock Purchase Agreement, and the Company, from and against all claims, damages, losses, costs and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by Seller, the Company, its Board of Directors, its Officers, persons who participated in the preparation of the Stock Purchase Agreement, or the Company, in connection with the transactions contemplated by this Agreement, whether or not such claims, damages, losses, costs and expenses are caused in whole or in part by the negligence of Seller, the Company, its Board of Directors, its Officers, persons who participated in the preparation of the Stock Purchase Agreement, or the Company, including:
- (1)Any inaccuracy in the declarations, representations, and warranties herein above set forth;

(2)The disposition of any of the Shares by Buyer contrary to the foregoing declarations, representations and warranties; and

(3)Any action, suit or proceeding based upon (i) the claim that said declarations, representations, or warranties were inaccurate or misleading or otherwise cause for rescission or revocation of the Shares.

4. Miscellaneous.

- 4.1Entire Agreement. This Agreement, together with its exhibits and any other documents referenced herein, constitute the entire contract between Seller and Buyer relative to the transactions contemplated by this Agreement.
- 4.2Expenses. Seller and Buyer will bear its own legal and other fees and expenses in connection with the transactions contemplated in this Agreement.
- 4.3Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 4.4Headings. The headings of the Sections of this Agreement are for convenience and shall not by themselves determine the interpretation of this Agreement.
- 4.5Survival of Representations and Warranties. The representations and warranties of the parties contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement.
- 4.6Amendments. Any term or provision of this Agreement may be amended and the observance of any term, condition, or provision of this Agreement may be waived (either in whole or in part) by the parties by a written instrument signed by the parties.
- 4.7Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the remaining provisions shall survive.
- 4.8Acknowledgement as to Counsel. The parties acknowledge and agree that counsel for the Company has prepared this Agreement and the other documents contemplated hereby.
- 4.9Third Party Beneficiary. The Company, although not a direct party to this Agreement, is the intended third-party beneficiary of the representations, warrants and covenants made by Seller in connection with the transactions contemplated by this Agreement, and the Company is a party.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

" Seller "

/s/ PeteFalvo  
Pete Falvo, an individual

Acknowledgment

STATE OF UTAH )  
 )ss.  
County of Salt Lake )

I witnessed the execution of the foregoing instrument by Pete Falvo on December \_\_\_, 2003.

NOTARY PUBLIC \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

" Buyer "

/s/ Mark L. Baum  
Mark L. Baum

By signing above, Buyer hereby certifies that Buyer is an "accredited investor" in that Buyer satisfies that criteria set forth in paragraph \_\_\_ of Exhibit A.

EXHIBIT A

CERTAIN DEFINITIONS

- A. " Accredited Investor " shall mean any person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the offering:
- (1)Any bank as defined in section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether or not it is a member bank of the Federal Reserve System, or any corporation or partnership that is a Small Business Investment Company as defined in section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or an employee benefit plan of any employer;

(2)Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(3)Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered;

(4)Any director, executive officer, or general partner of the issuers of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of the issuer of the securities being offered or sold;

(5)Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceed \$1,000,000;

(6)Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of the two most recent years;

(7)Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered whose purchase is directed by a sophisticated person as determined by the issuer;

(8)Any entity in which all of the equity owners are accredited investors.