

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yuly Goryavskiy		07/02/2009	INDIVIDUAL: RUSSIAN FEDERATION
RECEIVING PARTY DATA			
Name:	Panda Core Technology, Inc.		
Street Address:	228 Park Ave S #26360		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77638609	PANDA CORE TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	(877)772-8329		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(347) 673-0020		
Email:	sysprg@gmail.com		
Correspondent Name:	Goryavskiy, Yuly		
Address Line 1:	787 route de Nice		
Address Line 2:	residence Ile Bourbon Azurville		
Address Line 4:	ANTIBES, FRANCE 06600		
NAME OF SUBMITTER:	Yuly Goryavskiy		
Signature:	/Yuly Goryavskiy/		
Date:	07/15/2009		

OP \$40.00 77638609

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") is made and effective the July 15, 2009.

BETWEEN: Goryavskiy, Yuly (the "Assignor"), an individual with his main address at:
787 route de Nice
residence Ile Bourbon Azurville
06600 Antibes
France

AND: Panda Core Technology, Inc. (the "Assignee"), a corporation organized and existing under the laws of the Nevada, with its head office address at:
228 Park Ave S #26360
New York, NY 10003

WHEREAS, Assignor, is the owner of that certain trademark identified as follows:
"Panda Core Technology", application serial number 77638609
(the "Trademark"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

1. ASSIGNMENT

Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. CONSIDERATION

In consideration for the assignment set forth in Section 1, Assignor does assign to Assignee all rights free of charge.

3. REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) This Agreement is valid, binding and enforceable in accordance with its terms;

Trademark Assignment, page 1 of 3

J. G.

S. G.

- (f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
- (g) The Assignee can register and dispose of the copyright in the Work in the Assignee's own name.

4. ENTIRE AGREEMENT

This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. AMENDMENT

This Agreement may be amended only by a writing signed by both parties.

6. SEVERABILITY

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

7. AGREEMENT TO PERFORM NECESSARY ACTS

Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. GOVERNING LAW

This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Nevada.

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

ASSIGNOR

ASSIGNEE

Authorized Signature

Authorized Signature

Mr. Goryavskiy, Yuly

Mrs. Goryavskaya, Svetlana,
Vice-President of the Panda Core Technology, Inc.

Print Name

Print Name and Title

J. G.

S. G.

NOTARIZATION FORM

Antibes, France

On July 15 2009 before me, Stephane Vouillon, notary, personally appeared Mr. Goryavskiy, Yuly and Mrs. Goryavskaya, Svetlana, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

Signature _____

Notary

(Seal)

Je soussigne Stéphane VOUILLON

Notaire associé à ANTIBES

5, Avenue Gambetta, certifie

la matérialité de la signature de

M. and M^{me} YULY GORYAVSKIY

apposée ci-dessus.



Trademark Assignment, page 3 of 3