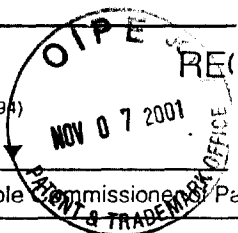


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SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

DS

To the Honorable Commissioner of Patents

attached original documents or copy thereof.

1. Name of conveying party(ies):

Core Corp.

11-7-01

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: STARLABO Corporation

Internal Address: _____

Street Address: Sanshin BLDG.,
20-1, Shibuya 1-chome,
Shibuya-ku, Tokyo 150-0002, JAPAN

City: _____ State: _____ ZIP: _____

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: October 31, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

5,765,044

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Felix J. D'Ambrosio

Internal Address: P.O. Box 2266 Eads Station
Arlington, VA 22202

Street Address: 2001 Jefferson Davis Hwy.
Suite 1002

City: Arlington State: VA ZIP: 22202

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Felix J. D'Ambrosio
Name of Person Signing

Signature

Nov. 7, 2001
Date

Total number of pages including cover sheet, attachments, and document:

ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned, **Core Corp.**, a corporation of **Japan** having a place of business at **3-2-210, Shiba 4-chome, Minato-ku, Tokyo 108, Japan**, hereby sell, assign and transfer to **STARLABO Corporation**, a corporation of **Japan**, having a place of business at **Sanshin BLDG., 20-1, Shibuya 1-chome, Shibuya-ku, Tokyo 150-0002, JAPAN**, its successors, assigns and legal representatives, our entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in United States Patent No. **5,765,044**, issued on **June 9, 1998**, and is entitled **AIRBORNE PHOTOGRAPHING APPARATUS**, and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Core Corp.

Date: October 31, 2001

By  (L.S.)

Yoshitaka Matsumoto
President