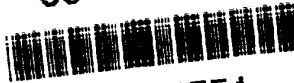


06-11-1998

MRO 5-28-98



100734551

To the Honorable Assistant Commissioner of
documents or copy thereof.

and the attached original

1. Name of conveying party(ies):

CORY O. NYKOLUK

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

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: May 22, 1998

2. Name and address of receiving party(ies):

Name: MAINLAND MARKETING, INC.
Internal Address:

Street Address: 102 Princeton Avenue
City: Half Moon Bay
State: CA Zip: 94019
Additional name(s) & address(es) attached? Yes No

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:
5/22/98

A. Patent Application No. (s)

B. Patent No. (s)

Additional numbers attached? Yes No

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

Name: EDWARD N. BACHAND
Internal Address: FLEHR HOHBACH TEST
ALBRITTON & HERBERT LLP

Street Address: SUITE 3400
FOUR EMBARCADERO CENTER
City: SAN FRANCISCO
State: CA Zip: 94111-4187

6. Total number of applications

and patents involved: | 1 |

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

Enclosed
 Authorized to be charged to
deposit account

8. Deposit account number: 06-1300
Please debit any underpayment or credit any
overpayment to the above deposit account.

Our Order No. _____

DO NOT USE THIS SPACE

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.

EDWARD N. BACHAND
Name of Person Signing

May 28, 1998
Date

Total number of pages including cover sheet, attachments and document: [3]

06/03/1998 3:01 PM 100734551/23000740
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Mail documents to be recorded with required cover sheet information to:
Honorable Commissioner of Patents and Trademarks, Box Assignments
Washington, DC 20231

File No. DA-65768/HCH/ENB

Rev. 8/93 110530

ASSIGNMENT

WHEREAS, the undersigned, CORY O. NYKOLUK
(hereinafter termed "Inventor"), a resident of San Jose 95111,
County of Santa Clara, State of California,
has invented certain new and useful improvements in INTEGRATED FOOT AND
CORNER GUARD FOR CARRYING CASE and has executed concurrently herewith
an application for a United States patent disclosing and identifying the
invention; and

WHEREAS, MAINLAND MARKETING, INC. (hereinafter
termed "Assignee"), a corporation of the State of California, having a
place of business at 102 Princeton Avenue, Half Moon Bay 94019, State
of California, is desirous of acquiring the entire right, title
and interest in and to said application and the invention disclosed therein,
and in and to all embodiments of the invention, heretofore conceived, made or
discovered by said Inventor (all collectively hereinafter termed "said
invention"), and in and to any and all patents, inventor's certificates and
other forms of protection (hereinafter termed "patents") thereon granted in
the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration
acknowledged by said Inventor to have been received in full from said
Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto
said Assignee, the entire right, title and interest (a) in and to said
application and said invention; (b) in and to all rights to apply for foreign
patents on said invention pursuant to the International Convention for the
Protection of Industrial Property or otherwise; (c) in and to any and all
applications filed and any and all patents granted on said invention in the
United States or any foreign country, including each and every application
filed and each and every patent granted on any application which is a
division, substitution, or continuation of any of said applications; and
(d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee this 22 day of MAY, 1998

Date: 22 MAY 1998


CORY O. NYKOLUK