

02-16-2001



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2/16/01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
01/03/01

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
01/03/01

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

A/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

02/20/2001 DBYRNE 00000006 1556988

01 FO:481
02 FC:482
03 FC:483

40.00 OP
275.00 OP
120.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number:
Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Bernard R. Gans, Esq.

Bernard R. Gans

February 15, 2001

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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LOAN PURCHASE AND SALE AGREEMENT AND ASSIGNMENT WITHOUT RECOURSE

THIS LOAN PURCHASE AND SALE AGREEMENT AND ASSIGNMENT WITHOUT RECOURSE ("Agreement") is entered into by and among BAY VIEW FINANCIAL CORPORATION ("Assignor") and MANOS INTERNATIONAL, INC. ("Assignee") and is made effective this 3rd day of January, 2001 (the "Effective Date").

RECITALS

A. Loan and Security Agreement. On or about May 25, 1999, Assignor made a loan to WSL Inc. ("Borrower") with the Maximum Credit of \$3,000,000.00 (the "Loan"). To evidence the Loan, Borrower made, executed and delivered to Assignor a Loan and Security Agreement, as amended by that certain Amendment No. 1 to Loan dated as of August 30, 1999; that certain Amendment No. 2 to Loan dated as of December 31, 1999; and that certain Amendment No. 3 to Loan dated as of June 1, 2000 (collectively, the "Loan Agreement") and other Loan Documents. The Maximum Credit was reduced to \$725,000.00 pursuant to Amendment No. 3. Capitalized terms used herein not otherwise defined shall have the meanings ascribed to them in the Agreement.

B. Borrower Security Interest. The Loan is secured by a security interest in certain personal property of the Borrower, which was perfected on or about March 19, 1999, by the filing of financing statement number 9908260413 with the California Secretary of State (the "Borrower Security Interest").

C. United Golf Guaranty and Security Interest. Payment of the Loan is guaranteed by United Golf Products, Inc. ("United Golf") pursuant to that certain Secured Continuing Guaranty made, executed and delivered by Guarantor to Bank on May 25, 1999 (the "United Guaranty"). The United Guaranty is secured by a security interest in certain personal property of United Golf, which was perfected on or about March 19, 1999, by the filing of financing statement number 9908260413 with the California Secretary of State (the "United Golf Security Interest").

D. Warren Levy Guaranty and Deed of Trust. Payment of the Loan is guaranteed by Warren E. Levy ("Levy") pursuant to that certain Secured General Continuing Guaranty made, executed and delivered by Guarantor to Bank on May 25, 1999 (the "Levy Guaranty"). The Levy Guaranty is secured by a duly perfected deed of trust on real property commonly known as 9813 Aldea Avenue, Northridge, Los Angeles County, California (the "Property"), recorded as document number 99-1097921 in Official Records, Los Angeles County, California, on June 15, 1999 (the "Deed of Trust"). The real and personal property that is security for the Borrower Security Interest, the United Golf Security Interest and the Deed of Trust shall collectively be referred to as the "Property."

E. Loan in Default. The Loan is in default for failure of Borrower to make timely payments. As of the Effective Date, the outstanding principal balance of the Loan, together

with interest, fees and costs, is set forth on Exhibit "A" attached hereto and incorporated herein by reference.

F. Notices of Private Sale. On or about September 18, 2000, Assignor issued Notices of Private Sale or Disposition to Borrower and to United Golf pursuant to Division 9 of the California Uniform Commercial Code.

G. Assignee Desires to Purchase. Assignee desires to purchase and assume, and Assignor desires to sell and assign, all of Assignor's rights, title, interest and obligations in and to the Loan and the Loan Documents, but only on the covenants, terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the covenants, terms and conditions set forth herein, the parties hereto agree as follows:

AGREEMENT

1. Assignment and Assumption. On the Effective Date, Assignor sells and assigns to Assignee WITHOUT RECOURSE AND WITHOUT WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, OF ANY KIND WHATSOEVER (except as expressly provided in this Agreement) and Assignee purchases and assumes from Assignor, all of Assignor's right, title, interest and obligations in the Loan under the Loan Documents.

2. Effective Date. On the Effective Date, the Assignee shall become a party to the Documents and succeed to all of the rights and be obligated to perform all of the obligations of Assignor in accordance with the terms of the Loan Documents. It is the intent of the parties that Assignor shall relinquish all of its rights and be released from all of its obligations from and after the Effective Date.

3. Purchase Price. In consideration for the assignment by Assignor to Assignee hereunder, Assignee shall pay to Assignor on or before the Effective Date the sum of the Loan Balance and the Preparation Fees in good, immediately available United States funds less all sums actually collected on accounts by Assignor that are not included in the calculation of the Loan Balance set forth in Exhibit "A" (the "Purchase Price").

4. Independent Credit Decision. Assignee (a) acknowledges that it has received a copy of the Loan Documents and such other Loan Documents and information as it has deemed sufficient to make its own independent credit and legal analysis and upon which it has based its decision to enter into this Agreement; (b) acknowledges that it has had the opportunity to consult with legal counsel of its own choosing, has done so and has determined to enter into this Agreement after such opportunity and consultation; and (c) agrees that it will, independently and without reliance upon Assignor, and based on such Loan Documents and information as Assignee shall deem appropriate at the time, continue to make its own credit and legal decisions in taking or not taking action under the Loan Documents. In no event shall Assignor have or be deemed to

have any fiduciary duties or other duties of any sort to Assignee, Borrower or any Guarantor as a result of the transactions set forth in this Agreement.

5. Representations and Warranties. Assignor makes the following representations and warranties, and no others, as follows:

- a. Assignor is the legal and beneficial owner of the interests assigned by it hereunder.
- b. Assignor is duly organized and existing and has the full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other Loan Documents required or permitted to be executed or delivered by it in connection with this Agreement and to fulfill its obligations hereunder.
- c. No notices to, or consents, authorizations or approvals of, any person are required (other than previously given or obtained) for the due execution, delivery and performance of this Agreement by Assignor, and apart from the assignment of security interests and the Deed of Trust as contemplated herein, no further action by, or notice to, or filing with, any person is required of it for such execution, delivery or performance.
- d. Assignor holds only security interests in the Property, and at no time has Assignor been the owner of, or been in possession of, any or all of the Property.

6. Disclaimers. Assignee agrees and accepts the following disclaimers and limitations of liability by Assignor, and Assignee agrees that it may not base any right of action against Assignor upon any item set forth herein:

- a. Assignee assumes the assignment hereunder without recourse of any sort against Assignor. The assignments and sales made hereunder are sold and transferred to Assignee without recourse to Assignor and on an "as is" and "with all faults" basis.
- b. Assignor makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished pursuant thereto.
- c. Assignor makes no representation or warranty in connection with, and assumes no responsibility with respect to the solvency, financial condition or statements of Borrower and Guarantors or any other party obligated under the Loan Documents or any obligation of such persons under the Loan Documents or any other instrument or document.
- d. Assignee understands that foreclosure proceedings are underway as to the Property, and that Assignor makes no representation or warranty as to the legal sufficiency of

such proceedings or as to the priority of any of the Borrower Security Interest, the United Golf Security Interest or the Deed of Trust.

e. Assignor makes no representations or warranties as to the Property, including specifically whether or not the Property, or any portion thereof, can be used or developed both lawfully or profitably.

f. Assignor makes no representations or warranties as to the existence or non-existence of any Hazardous Materials on any or all of the Property that is real property.

g. Except for those representations and warranties set forth above, no representations or warranties, expressed or implied, are, or have been, made by Assignor with respect to any part or all of the transactions contemplated herein.

7. Further Assurances. Assignor and Assignee each agrees to execute and deliver such other instruments and take such other actions as either party may reasonably request in connection with the transactions contemplated hereby, including, without limitation, the delivery of any notice or other Loan Documents or instruments to Borrower, Guarantors or any other person or entity which may be required in connection with the assignment and assumption contemplated hereby.

8. Assignee's Indemnification. Assignee hereby agrees to indemnify and hold harmless Assignor, Bay View Financial Corporation, its parent, subsidiaries, affiliates, successors, assigns, agents, attorneys, officers and directors (collectively, "Assignor Related Parties") against any and all losses, costs, expenses (including, without limitation, reasonable attorney's fees and costs) and liabilities incurred by any or all of Assignor Related Parties in connection with or arising in any manner: (a) from the acts or omissions of Assignee with respect to any obligation assumed by Assignee hereunder; (b) with respect to any claims asserted against any or all of Assignor Related Parties arising out of the enforcement by Assignee of any of the Loan Documents; and (c) with respect to the failure of Assignee to comply with any state or Federal law or regulation.

9. Payment of Fees and Costs. On the Effective Date, Assignee shall pay the sum of \$2,500 to Assignor for attorney's fees and costs incurred in the negotiation and preparation of this Agreement (the "Preparation Fees"). Assignee shall pay any and all costs associated with the transaction contemplated herein, including, but not limited to, any fees or costs associated with any escrow, title insurance, recordation fees and costs. There shall be no proration of any expenses or other expenses associated with the Loan, the assignment of the Deed of Trust or the Property. Assignee shall bear his, her or its own attorney's fees and costs incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and any Loan Documents contemplated hereby.

10. Delivery of the Loan Documents, Indorsement of the Notes Without Recourse and Assignment of the Deeds of Trust. Assignor shall, on the Effective Date, and concurrently upon its receipt of the Purchase Price and the Preparation Fees: (a) deliver to Assignee the original (or

copies where originals are not available) of each of the Loan Documents; (b) deliver to Assignee assignments of the Borrower Security Interest and the United Golf Security Interest; and (c) execute and deliver in recordable form an Assignment of the Deed of Trust.

11. Amendment. This Agreement may be amended, modified, changed, waived, discharged or terminated only by a writing executed by the parties.

12. Incorporation By Reference. All exhibits attached hereto or to the Loan Agreement are incorporated herein by this reference.

13. Counterpart. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

14. Survival of Terms. All agreements, covenants, representations, warranties, disclosures and disclaimers made herein shall survive the execution and delivery of this Agreement.

15. Notices. Any notice, request or other communication (collectively, "Notice") may be sent to any party by personal delivery, by overnight express service (such as Express Mail or Federal Express), by first class mail, registered or certified, postage prepaid, or by facsimile. Notice shall be effective upon personal delivery, or one (1) business day after being deposited, fees or postage prepaid, with an overnight express service or three (3) business days after being deposited in the United States mail, or upon receipt of confirmation if sent by facsimile on a business day, to the parties at the following addresses, which the parties may change by giving notice in conformity with the provisions of this paragraph:

If to Assignor:

Bay View Financial Corporation
2101 S. El Camino Real, Suite C-300
San Mateo, CA 94403
Attn: Mr. Gary J. Coelho, Vice President
Facsimile: (650) 342-6183

with a copy to:

Richard A. Rogan, Esq.
Jeffer, Mangels, Butler & Marmaro LLP
One Sansome Street, Suite 1200
San Francisco, CA 94104-4430
Facsimile: (415) 398-5584

If to Assignee:

Manos International, Inc.
2800 14th Avenue, Suite 101
Markham, Ontario L3R 0E4 Canada
Facsimile: (905) 305-1387

with a copy to:

Glenn Davis, Esq.
Davis & Turk
3910 Bathurst Street, Suite 404
Toronto, Ontario M3H5Z3 Canada
Facsimile: (416) 630-7724

16. Choice of Law. The validity, construction and effect of this Agreement shall be governed by the law of the State of California.

17. Time. Time is of the essence in this Agreement.

18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

19. Integration. This Agreement, together with the exhibits referred to herein, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant in determining the meaning of this Agreement, even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

20. Severability. If any provision of this Agreement is invalid or unenforceable, all other provisions shall nonetheless remain in full force or effect.


21. Attorney's Fees. In the event that a legal proceeding or arbitration is commenced by any party with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in the enforcement of this Agreement.

22. Venue. This Agreement is made in San Mateo County, California.

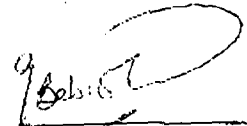
23. Waiver of Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

WHEREFORE, the parties hereto enter into this Agreement and make it effective as of the Effective Date.

"ASSIGNOR"
Bay View Financial Corporation

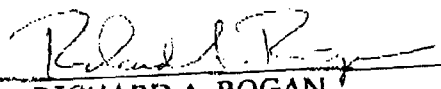
By 
GARY J. COELHO
Vice President

"ASSIGNEE"
Manos International, Inc.

By 
GEORGE BABIOLAKIS
His PRESIDENT / CEO

APPROVED:

JEFFER, MANGELS, BUTLER & MARMARO LLP

By 
RICHARD A. ROGAN
Attorneys for BAY VIEW FINANCIAL CORPORATION

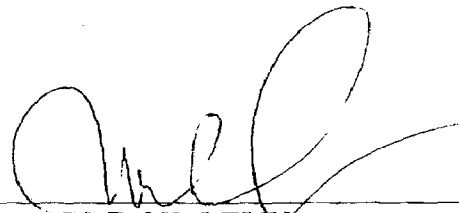
DAVIS & TURK

By 
GLENN DAVIS
Attorneys for MANOS INTERNATIONAL, INC.

[Signatures Continued on Page 8]


[Signatures Continued from Page 7]

GUARANTORS' CONSENT:



WARREN E. LEVY

United Golf Products, Inc.

By 

WARREN E. LEVY

Its 

