

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Santana Inc		06/29/2005	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Montcap Financial Corporation
Street Address:	3500 DeMaisonneure Blvd, West, Suite 1510
City:	Montreal
State/Country:	CANADA
Postal Code:	H32 3C1
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78227111	WARM WIND
Registration Number:	2621440	AQUATHERM
Registration Number:	1061270	SANTANA
Registration Number:	1992324	SANTANA
Registration Number:	1050122	TERRA FIRMA

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-783-2700
 Email: pagodoa@federalresearch.com
 Correspondent Name: CBC Companies dba Federal Research
 Address Line 1: 1030 Fifteenth Street, NW, Suite 920
 Address Line 2: attn: Penelope J.A. Agodoa
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

DOMESTIC REPRESENTATIVE

**TRADEMARK
 REEL: 003131 FRAME: 0924**

CH \$140.00 78227111

Name: Stiehm Law Office
Address Line 1: 4308 Lawrence Street
Address Line 2: Patrick H. Stiehm
Address Line 4: Alexandria, VIRGINIA 22309

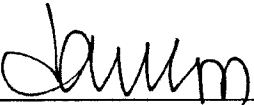
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/01/2005

Total Attachments: 5
source=337002#page1.tif
source=337002#page2.tif
source=337002#page3.tif
source=337002#page4.tif
source=337002#page5.tif

DESIGNATION OF AGENT

The undersigned, President of Montcap Financial Corporation, hereby authorizes Mr. Patrick H. Stiehm, a U.S. citizen and resident, whose business address is Stiehm Law Office, 4308 Lawrence Street, Alexandria, VA 22309, to register the Trademark Security Agreement, signed by Santana Inc., in favor of Montcap Financial Corporation, on June 29, 2006 and to sign any and all documents and correspondence and take any other appropriate actions related thereto for purposes of registering said Trademark Security Agreement with the United States Patents and Trademark office (USPTO).

Montcap Financial Corporation

By: 
Frederick Moss, Its President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Santana Inc.

Trade Marks	Registration Number
Warm Wind	Serial no.: 78227111 (Registration in process)
Aquatherm	2621440
Santana	1061270 and 1992324
Terra Firma	1050122

#748648.01

TRADEMARK
REEL: 003131 FRAME: 0927

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2005 by SANTANA INC. ("Grantor"), in favor of MONTCAP FINANCIAL CORPORATION ("Montcap").

WITNESSETH:

WHEREAS, the Grantor and Montcap have entered into, *inter alia*, a Factoring Agreement dated June 29, 2005, and a Loan Agreement dated June 29, 2005 (the foregoing are hereinafter collectively referred to as the "Agreements");

WHEREAS, in order to secure the obligations created under the Agreements, the Grantor has executed and delivered to Montcap a Hypothec on Movables and Immovables dated June 29, 2005 ("Security Agreement")

WHEREAS, pursuant to the Security Agreement, the Grantor has granted a hypothec and security interests in its trademarks to Montcap.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Montcap a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its trademarks and trademark licenses to which it is a party including those referred to in Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to

Montcap pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Montcap with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SANTANA INC.

By: George Faulks
MR. GEORGE FAULKES
PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

MONTCAP FINANCIAL CORPORATION

By: Fred Moss
FRED MOSS
PRESIDENT

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Santana Inc.

Trade Marks	Registration Number
Warm Wind	Serial no.: 78227111 (Registration in process)
Aquatherm	2621440
Santana	1061270 and 1992324
Terra Firma	1050122

#748646.01