

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Montcap Financial Corporation		03/31/2006	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Santana Inc.		
Street Address:	3770 Industrial Blvd		
City:	Sherbrooke		
State/Country:	QUEBEC		
Postal Code:	J1L 1N6		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2621440	AQUATHERM	
Registration Number:	1992324	SANTANA	
Registration Number:	1061270	SANTANA	
Registration Number:	1050122	TERRA FIRMA	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	carey.lening@federalresearch.com		
Correspondent Name:	CBCInnovis dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Ste 401		
Address Line 2:	attn: Carey Lening		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	355463		
NAME OF SUBMITTER:	Carey Lening		

CH \$115.00 2621440

Signature:	/cni/
Date:	04/06/2006
Total Attachments: 5 source=355463#page1.tif source=355463#page2.tif source=355463#page3.tif source=355463#page4.tif source=355463#page5.tif	

DESIGNATION OF AGENT

The undersigned, President of Sartana Inc. hereby authorizes Mr. Patrick H. Stielmu, a U.S. citizen and resident, whose business address is Sartana Law Office, 3308 Lawrence Street, Alhambra, CA 91809, to terminate, release and reassign the Trademark Security Agreement signed by Sartana Inc. in favor of Montagu Financial Corporation, on June 24, 2005 and to sign on behalf of Sartana Inc. all necessary and take any other appropriate action or take any other appropriate action of terminating, releasing and reassigning said the Trademark Security Agreement of Sartana Inc. in favor of Montagu Financial Corporation with one United States Patents and Trademark Office of Mexico.

Sartana Inc.

By: 
George J. Hoff, Inc. President
(Signature)

**TERMINATION, RELEASE AND REASSIGNMENT
OF SECURITY INTEREST IN TRADEMARKS**

This Agreement is dated as of March 30, 2006 and is executed in favour of Santana Inc. ("**Borrower**") by Montcap Financial Corporation ("**Secured Party**").

WHEREAS, the Borrower, entered into certain financing arrangements with the Secured Party (collectively, the "**Financing Arrangements**");

WHEREAS, the Borrower entered into a certain Hypothec on Immovable(s) and Movables in favour of the Secured Party on June 29, 2005, pursuant to which the Borrower granted security in favour of the Secured Party in, *inter alia*, all of its present and future Canadian trademarks;

WHEREAS, the Borrower entered into a Trademark Security Agreement in favour of the Secured Party on June 29, 2005, pursuant to which the Borrower granted security in favour of the Secured Party in all of its present and future U.S. trademarks (the Canadian trademarks and U.S. trademarks are hereinafter collectively referred to as the "**Trademarks**");

WHEREAS, the Trademarks have been sold by the Borrower to a third party and the Borrower has requested that the Secured Party terminate, release and reassign its security interest in the "Trademarks Collateral" (as defined below) in connection with the sale of the Trademarks.

NOW, THEREFORE, the Secured Party hereby terminates, releases and reassigns to the Borrower its lien and hypothec on and security interest in the following (collectively, the "**Trademark Collateral**"), whether such lien, hypothec and security interest is granted pursuant to the Financing Arrangements or any other agreement or document:

1. all trademarks, trademarks applications, and trademarks registrations, all whether now or hereafter owned by the Borrower, and all rights to, associated with or symbolized by any of the foregoing; and
2. without limiting the scope of the foregoing, those trademarks and trademarks applications listed on Exhibit A attached hereto.

The Secured Party further agrees to execute and deliver to the Borrower any and all further documents or instruments and do any and all further acts, in each case at the Borrower's cost and expense, which the Borrower (or its agent (mandatary) or any of its designees) may reasonably request, in order to confirm this Agreement and the release by the Secured Party of its lien and hypothec on and security interest in the Trademark Collateral, and the reassignment by the Secured Party to the Borrower of all of the Secured Party's right, title and interest in and to the Trademark Collateral.

IN WITNESS WHEREOF, the Secured Party has executed this Agreement as of the date first above written.

MONTCAP FINANCIAL CORPORATION

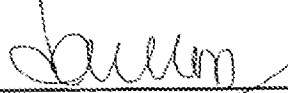
Per: 
Name: Fred Moss
Title: President

EXHIBIT A TO THE TERMINATION, RELEASE AND REASSIGNMENT OF
SECURITY INTEREST IN TRADEMARKS

Canadian Trademarks owned by Santana Inc.

Trademark	Registration Number	Registration Date
WARM WIND	TMA611393	2004-05-28
NORTH GARDEN	TMA485944	1997-11-20
AQUATHERM	TMA371260	1990-07-27
HARVARD	TMA323532	1987-02-13
SANTANA	TMA198462	1974-03-29

U.S. Trademarks owned by Santana Inc.

Trademark	Registration Number	Registration Date
AQUATHERM	2621440	2002-09-17
SANTANA	1992324	1998-08-13
SANTANA	1061270	1977-03-15
TERRA FIRMA	1050122	1978-10-12

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