

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	SECURITY INTEREST																
CONVEYING PARTY DATA																	
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>CIBT-ZVS, LLC</td><td></td><td>05/15/2006</td><td>LIMITED LIABILITY COMPANY:</td></tr><tr><td>Global Phoneworks, LLC</td><td></td><td>05/15/2006</td><td>LIMITED LIABILITY COMPANY:</td></tr><tr><td>CIBT, Inc.</td><td></td><td>05/15/2006</td><td>CORPORATION:</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	CIBT-ZVS, LLC		05/15/2006	LIMITED LIABILITY COMPANY:	Global Phoneworks, LLC		05/15/2006	LIMITED LIABILITY COMPANY:	CIBT, Inc.		05/15/2006	CORPORATION:	
Name	Formerly	Execution Date	Entity Type														
CIBT-ZVS, LLC		05/15/2006	LIMITED LIABILITY COMPANY:														
Global Phoneworks, LLC		05/15/2006	LIMITED LIABILITY COMPANY:														
CIBT, Inc.		05/15/2006	CORPORATION:														
RECEIVING PARTY DATA																	
Name:	American Capital Financial Services, Inc.																
Street Address:	2 Bethesda Metro Center, 14th Floor																
City:	Bethesda																
State/Country:	MARYLAND																
Postal Code:	20814																
Entity Type:	CORPORATION:																
PROPERTY NUMBERS Total: 2																	
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Registration Number:</td><td>2903770</td><td>EXCELERATED PASSPORT AND TRAVEL</td></tr><tr><td>Serial Number:</td><td>78837516</td><td>CIBT</td></tr></tbody></table>	Property Type	Number	Word Mark	Registration Number:	2903770	EXCELERATED PASSPORT AND TRAVEL	Serial Number:	78837516	CIBT								
Property Type	Number	Word Mark															
Registration Number:	2903770	EXCELERATED PASSPORT AND TRAVEL															
Serial Number:	78837516	CIBT															
CORRESPONDENCE DATA																	
Fax Number:	(214)746-8571																
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																	
Email:	lesley.morisset@weil.com, phyllis.eremitaggio@weil.com																
Correspondent Name:	Weil, Gotshal & Manges c/o Lesley Morisset																
Address Line 1:	200 Crescent Court, Suite 300																
Address Line 4:	Dallas, TEXAS 75201																
ATTORNEY DOCKET NUMBER:	14082.0220																
NAME OF SUBMITTER:	Lesley Morisset																

CH \$65.00 2903770

900051092

TRADEMARK
REEL: 003327 FRAME: 0319

Signature:

/Lesley Morisset/

Date:

06/14/2006

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 12, 2006, by each of the entities listed on the signature pages hereof (or that becomes a party hereto pursuant to Section 7.14 of the Pledge and Security Agreement referred to below) (each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Financial Services, Inc. ("ACFS"), as administrative and collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity, the "Agent").

RECITALS:

A. Pursuant to the Credit Agreement dated as of May 12, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among CIBT Global Holdings, LLC, a Delaware limited liability company ("Holdings"), CIBT Global, Inc, a Delaware corporation (the "Borrower" and, collectively with Holdings and the Subsidiary Guarantors, each a "Loan Party" and collectively the "Loan Parties"), the Lenders (as defined in the Credit Agreement) at any time party thereto, and ACFS as administrative agent and collateral agent for the Lenders and the Issuing Lender (the "Agent"), the Lenders and the Issuing Lender have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

B. Holdings and the Subsidiary Guarantors have guaranteed the Obligations pursuant to that certain Guaranty dated as of May 12, 2006, by and between Holdings and each of the other entities listed on the signature pages thereof that becomes party thereto (together with Holding and the Subsidiary Guarantors, the "Guarantors"), in favor of the Agent as administrative and collateral agent for the Lenders and the Issuing Lender from time to time party to the Credit Agreement; and

C. All the Grantors are party to that certain Pledge and Security Agreement dated as of May 12, 2006 (the "Pledge and Security Agreement") in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, Issuing Lender and the Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Lender to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement or in the Pledge and Security Agreement, as the case may be, and used herein have the

meaning given to them in the Credit Agreement or the Pledge and Security Agreement, as the case may be.

SECTION 2. Grant of Security Interest in Trademark Collateral

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Assets) of such Grantor (the "Trademark Collateral"):

or

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on 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 Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, 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.

SECTION 3. Pledge and Security Agreement

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


* * *

[Signatures Pages Follow]

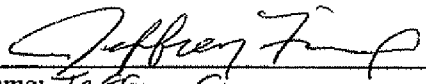
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CIBT, Inc.
as Grantor

By 
Name: Jeffrey Fine
Title: President

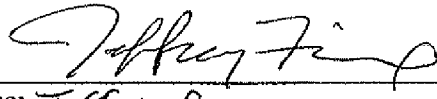
GLOBAL PHONEWORKS, LLC
as Grantor

By 
Name: Jeffrey Fine
Title: President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003327 FRAME: 0324

CIBT - ZVS, LLC
as Grantor

By 
Name: Jeffrey Pine
Title: President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003327 FRAME: 0325

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Agent

By Eugene Krich
Name: Eugene Krichesky
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF

) MARYLAND

COUNTY OF

) ss. CALVERT

On this 15th day of May 2006 before me personally appeared Jeffrey Fine,
proved to me on the basis of satisfactory evidence to be the person who executed the
foregoing instrument on behalf of CIBT, Inc., who being by me duly sworn did depose
and say that he is an authorized officer of said corporation, that the said instrument was
signed on behalf of said corporation as authorized by its Board of Directors and that he
acknowledged said instrument to be the free act and deed of said corporation.

R. M. Allen
Notary Public

My Comm. Exps. 6/3, 2008

ACKNOWLEDGMENT OF GRANTOR

STATE OF

) MARYLAND

COUNTY OF

) ss. CARVER

On this 15th day of May 2006 before me personally appeared Jeffrey Fine,
proved to me on the basis of satisfactory evidence to be the person who executed the
foregoing instrument on behalf of Global Phoneworks, LLC, who being by me duly
sworn did depose and say that he is an authorized officer of said corporation, that the said
instrument was signed on behalf of said corporation as authorized by its Board of
Directors and that he acknowledged said instrument to be the free act and deed of said
corporation.

Q. M. Allen
Notary Public

My Comm. Expires 2/3 .2008

ACKNOWLEDGMENT OF GRANTOR

STATE OF

) MARYLAND

COUNTY OF

) ss. Calvert

On this 15th day of May 2006 before me personally appeared Jeffrey Fine,
proved to me on the basis of satisfactory evidence to be the person who executed the
foregoing instrument on behalf of CIBT - ZVS, LLC, who being by me duly sworn did
depose and say that he is an authorized officer of said corporation, that the said
instrument was signed on behalf of said corporation as authorized by its Board of
Directors and that he acknowledged said instrument to be the free act and deed of said
corporation.

Q. M. All
Notary Public

My Comm. Exps. 12/3, 2008

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

A. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Serial No./Date Filed</u>	<u>Registration No./Date Filed</u>
EXCELERATED PASSPORT AND TRAVEL	76/515268 May 19, 2004	29037709/ November 16, 2004

B. TRADEMARK APPLICATIONS

<u>Current Owner</u>	<u>Mark</u>	<u>Serial No./Date Filed</u>	<u>Class No. Goods/Services</u>	<u>Status</u>
CIBT, Inc.	CIBT (and design)	78/837516 March 15, 2006	39, arranging for travel visas, passports and travel documents	Pending

C. TRADEMARK LICENSES

Trademark Agreement, dated January 12, 2006, by and among CIBT, Inc. and CIBT India Private, Limited.

Service Agreement between CIBT, Inc. and Maritz, Inc., dated April 1, 2005 (Customer Agreement).

Service Agreement between Orbitz, LLC and CIBT, Inc., dated September 29, 2003 (Customer Agreement).

SIM Roaming Agreement between BT Cell Net Limited and Global Phoneworks, LLC, dated May 7, 2002, as amended by Letter Agreement regarding change in wholesale discount, dated March 26, 2006 (GPW Supplier Agreement).

Travel Micro-Site Visa and Passport Fulfillment Agreement between CIBT-ZVS, LLC and VitalChek Network, Inc., dated July 11, 2005.