

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIBT, Inc.		01/16/2008	INC. ASSOCIATION:
Global Phoneworks, LLC		01/16/2008	LIMITED LIABILITY COMPANY:
CIBT-ZVS, LLC		01/16/2008	LIMITED LIABILITY COMPANY:
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:	INC. ASSOCIATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2903770	EXCELERATED PASSPORT AND TRAVEL	
Registration Number:	3198779	CIBT	
CORRESPONDENCE DATA			
Fax Number:	(214)746-7777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2147467700		
Email:	saundra.steinberg@weil.com, suzanne.inglis@weil.com		
Correspondent Name:	Saundra R. Steinberg		
Address Line 1:	200 Crescent Court		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	14082.0296.6847		

CH \$65.00 2903770

NAME OF SUBMITTER:	Suandra Steinberg
Signature:	/Saundra Steinberg/
Date:	01/25/2008
Total Attachments: 6 source=First Lien Trademark Security Agmt#page1.tif source=First Lien Trademark Security Agmt#page2.tif source=First Lien Trademark Security Agmt#page3.tif source=First Lien Trademark Security Agmt#page4.tif source=First Lien Trademark Security Agmt#page5.tif source=First Lien Trademark Security Agmt#page6.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of January 16, 2008, by each of the entities listed on the signature pages hereof (or that becomes a party hereto pursuant to Section 7.14 of the First Lien 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 First Lien Pledge and Security Agreement referred to below) (in such capacity, the "First Lien Agent").

RECITALS:

A. Pursuant to the Credit Agreement dated as of January 16, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among CIBT Solutions, Inc., a Delaware corporation ("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 (the "First Lien Agent"), the Lenders 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 January 16, 2008, by and between Holdings and each of the other entities listed on the signature pages thereof that becomes party thereto (together with Holdings and the Subsidiary Guarantors, the "Guarantors"), in favor of the First Lien Agent as administrative and collateral agent for the Lenders from time to time party to the Credit Agreement; and

C. The Grantors are party to that certain First Lien Pledge and Security Agreement dated as of January 16, 2008 (the "First Lien Pledge and Security Agreement") in favor of the First Lien Agent pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement;

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

SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement or in the First Lien Pledge and Security Agreement, as the case may be, and used herein have the meaning given to them in the Credit Agreement or the First Lien 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 First Lien Agent, for the benefit of the Secured Parties, and grants to the First Lien Agent, for the benefit of the Secured Parties, a first priority 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. First Lien Pledge and Security Agreement

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


* * *

[Signatures Pages Follow]

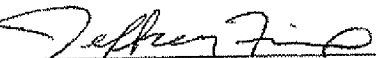
IN WITNESS WHEREOF, each Grantor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

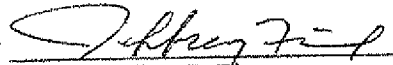
CIBT, Inc.,
as Grantor

By 
Name: Jeffrey P. Fine
Title: CEO & President

GLOBAL PHONWORKS, LLC,
as Grantor

By 
Name: Jeffrey P. Fine
Title: CEO & President

CIBT-ZVS, LLC,
as Grantor

By 
Name: Jeffrey P. Fine
Title: CEO & President

[Signature Page to First Lien Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Agent

By  _____
Name: Justin DuFour
Title: Vice President

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 003704 FRAME: 0492

**SCHEDULE I
TO
FIRST LIEN TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

A. REGISTERED TRADEMARKS

<u>Current Owner</u>	<u>Mark</u>	<u>Serial No./ Date Filed</u>	<u>Registration No./ Date Filed</u>
CIBT-ZVS, LLC	EXCELERATED PASSPORT AND TRAVEL	76/515268 May 19, 2003	2903770/ November 16, 2004
CIBT, INC.	CIBT	78/837516 March 15, 2006	3198770/ January 16, 2007

B. TRADEMARK APPLICATIONS

None.

C. TRADEMARK LICENSES

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).