

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second 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: 10

source=Second Lien Trademark Security Agreement#page1.tif
source=Second Lien Trademark Security Agreement#page2.tif
source=Second Lien Trademark Security Agreement#page3.tif
source=Second Lien Trademark Security Agreement#page4.tif
source=Second Lien Trademark Security Agreement#page5.tif
source=Second Lien Trademark Security Agreement#page6.tif
source=Second Lien Trademark Security Agreement#page7.tif
source=Second Lien Trademark Security Agreement#page8.tif
source=Second Lien Trademark Security Agreement#page9.tif
source=Second Lien Trademark Security Agreement#page10.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND 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 Second 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 Second Lien Pledge and Security Agreement referred to below) (in such capacity, the “Second Lien Agent”).

RECITALS:

A. Pursuant to the Note and Equity Purchase Agreement dated as of January 16, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), by and among CIBT Travel Solutions, LLC, a Delaware limited liability company (“Parent”), CIBT Solutions, Inc., a Delaware corporation (“Solutions”), CIBT Global, Inc., a Delaware corporation (“CIBT Global”), CIBT Holdings, Inc., a Delaware corporation (“CIBT Holdings”), CIBT, Inc., a Delaware corporation (“CIBT”), Global Phoneworks, LLC, a Virginia limited liability company (“Phoneworks”), Visa Advisors, Inc., a District of Columbia corporation (“Visa Advisors”), CIBT-ZVS LLC, a Virginia limited liability company (“CIBT-ZVS”), Express Visa Services, Inc., an Illinois corporation (“Express Visa”), American Passport Express, LLC, a Virginia limited liability company (“Passport Express”), The Visas Center, LLC, a Virginia limited liability company (“Visas Center”, and together with Parent, Solutions, CIBT Global, CIBT Holdings, CIBT, Phoneworks, Visa Advisors, CIBT-ZVS, Express Visa and Passport Express, the “Loan Parties”), the Purchasers (as defined in the Note Purchase Agreement) at any time party thereto, and ACFS as administrative agent and collateral agent for the Purchasers, the Purchasers have severally agreed to Purchase the Notes issued under the Purchase Agreement upon the terms and subject to the conditions set forth therein;

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

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Second Lien Agent to enter into the Note Purchase Agreement and to induce the Purchasers to Purchase the Notes issued thereunder, each Grantor hereby agrees with the Second Lien Agent as follows:

SECTION 1. DEFINED TERMS

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

3.1 The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Second Lien Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second 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 Second 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: Chief Executive Officer and President

ACKNOWLEDGMENT OF GRANTOR


STATE OF Maryland)
COUNTY OF Calvert) ss.

On this 11th day of January 2008, 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.

Greg M. All
Notary Public

My Comm. Exps. 12/3, 2008

GLOBAL PHONWORKS, LLC
as Grantor

By 
Name: Jeffrey P. Fine
Title: Chief Executive Officer and President

SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003704 FRAME: 0501

ACKNOWLEDGMENT OF GRANTOR


STATE OF Maryland)
COUNTY OF Calvert) ss.

On this 11th day of January 2008, 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 limited liability company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Gez M. Allen
Notary Public

My Comm. Exps. 12/3, 2008

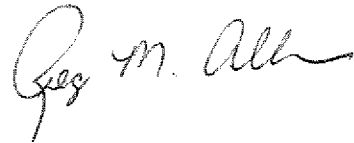
CIBT - ZVS, LLC
as Grantor

By 
Name: Jeffrey P. Fine
Title: Chief Executive Officer and President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Maryland)
) ss.
COUNTY OF Calvert)


On this 1st day of January 2008, 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 limited liability company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.



My Comm. Exps. 2/3, 2008

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Agent

By  _____
Name: Justin DuFour
Title: Vice President

**SCHEDULE I
TO
SECOND 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).