

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Collateral

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Capital Financial Services, Inc.		01/16/2008	INC. ASSOCIATION:

RECEIVING PARTY DATA

Name:	CIBT, Inc.
Street Address:	8280 Greensboro Drive
Internal Address:	Suite 500
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	INC. ASSOCIATION:

Name:	Global Phoneworks, LLC
Street Address:	8280 Greensboro Drive
Internal Address:	Suite 500
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	LIMITED LIABILITY COMPANY:

Name:	CIBT-ZVS, LLC
Street Address:	8280 Greensboro Drive
Internal Address:	Suite 500
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	LIMITED LIABILITY COMPANY:

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
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2147467700
Email: saundra.steinberg@weil.com, suzanne.inglis@weil.com
Correspondent Name: Sandra R. Steinberg
Address Line 1: 200 Crescent Court
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	14082.0296.6847
NAME OF SUBMITTER:	Sandra Steinberg
Signature:	/Sandra Steinberg/
Date:	01/25/2008

Total Attachments: 3
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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL ("Release") made as of the 16th day of January, 2008, by **American Capital Financial Services, Inc.**, as administrative and collateral agent for the Secured Parties (in such capacity, "Agent"), for the benefit of **CIBT, Inc.**, a Delaware corporation ("CIBT"), **Global Phoneworks, LLC**, a Virginia limited liability company ("Phoneworks"), and **CIBT-ZVS, LLC**, a Virginia limited liability company ("CIBT-ZVS"), and together with CIBT and Phoneworks, the "Grantors"). Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Credit Agreement (defined below) and the Transaction Documents.

WITNESSETH:

WHEREAS, pursuant to that certain (A) Credit Agreement, dated as of May 12, 2006 , as amended and restated on September 25, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CIBT Global, Inc., a Delaware corporation, as borrower, CIBT Global Holdings, LLC, a Delaware limited liability company, the lenders party thereto from time to time, and Agent and the Issuing Lender; (B) Pledge and Security Agreement, dated as of May 12, 2006 (the "Security Agreement"), among CIBT, CIBT Global Holdings, LLC, and others in favor of Agent; and (C) Trademark Security Agreement, dated as of May 12, 2006, by Grantors, Grantors granted, by the Grantors, granted, pledged and assigned to Agent, for the benefit of the Secured Parties a lien on and a security interest in all of Grantors' right, title and interest in and to the to the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office at Reel 3327, Frame 0319 on June 14, 2006; and


NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Agent, for the benefit of the Secured Parties, does hereby release and terminate all liens and security interests in the below described properties of Grantors which were assigned, pledged and granted to Agent, for the benefit of the Secured Parties, under and pursuant to the Security Agreement and Trademark Security Agreement including (a) all of Grantors' Trademarks and Trademark Licenses set forth on Schedule I attached 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.

IN WITNESS WHEREOF, Agent, for the benefit of the Secured Parties, has caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

Secured Parties:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Administrative and Collateral Agent for the Secured
Parties

By: 
Name: Justin DuFour
Title: Vice President

[Signature Page to Termination and Release of
Security Interest in Trademark Collateral]

SCHEDULE I

Trademark Registrations

A. REGISTERED TRADEMARKS

Owner	Trademark	Registration No.	Registration Date
CIBT, Inc.	CIBT (and design)	3,198,779	01/16/07
Zierer Visa Service, Inc.	EXCELERATED PASSPORT AND TRAVEL	2,903,770	11/16/04

B. TRADEMARK APPLICATIONS

None.

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.