

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	SECURITY INTEREST																
CONVEYING PARTY DATA																	
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PROPERTY NUMBERS Total: 2																	
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CORRESPONDENCE DATA																	
<p>Fax Number: (312)863-7865 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 312-201-3865 Email: sharon.patterson@goldbergkohn.com Correspondent Name: Sharon Patterson, Paralegal Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St. Address Line 2: Ste. 3300 Address Line 4: Chicago, ILLINOIS 60603</p>																	
ATTORNEY DOCKET NUMBER:	4975.203																

OP \$65.00 2903770

900179676

TRADEMARK
REEL: 004440 FRAME: 0580

NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	12/23/2010
Total Attachments: 5 source=Document#page1.tif source=Document#page2.tif source=Document#page3.tif source=Document#page4.tif source=Document#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of December 23, 2010 by CIBT-ZVS, LLC, a Virginia limited liability company ("CIBT-ZVS"), CIBT, INC., a Delaware corporation ("CIBT") and GLOBAL PHONENETWORKS, LLC, a Virginia limited liability company ("Global Phoneworks", and together with CIBT-ZVS and CIBT, "Grantors"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among CIBT HOLDINGS, INC., a Delaware corporation, as Borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrower, which is an affiliate of each Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor execute that certain Guarantee and Collateral Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to Agent, for the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the ratable benefit of Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including 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 such Grantor against third parties for past, present or 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.

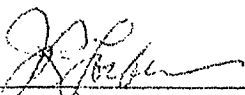
3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of Lenders, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

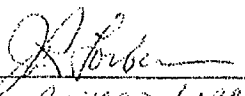
[signature page follows]

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.

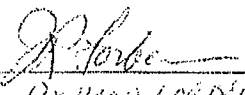
CIBT, INC., a Delaware corporation

By: 
Name: RICHARD LORBIER
Title: CFO

CIBT-ZVS, LLC, a Virginia limited liability company

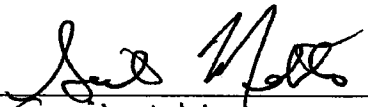
By: 
Name: RICHARD LORBIER
Title: CFO

GLOBAL PHONENETWORKS, LLC, a Virginia limited liability company

By: 
Name: RICHARD LORBIER
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By 
Name: Sunil Mehta
Title: V.P.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration Number	Date
CIBT-ZVS, LLC	EXCELERATED PASSPORT AND TRAVEL	2903770	November 16, 2004
CIBT, Inc.	CIBT	3198779	January 16, 2007

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).