

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Michael Lombardo		09/09/2011	INDIVIDUAL:
Passports Plus, Inc.		09/09/2011	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	CIBT, Inc.		
Street Address:	1650 Tysons Boulevard		
Internal Address:	Suite 1350		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2982584	PASSPORTS PLUS	
CORRESPONDENCE DATA			
Fax Number:	(207)791-3111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	207-791-3110		
Email:	pscanlon@preti.com		
Correspondent Name:	Patrick R. Scanlon		
Address Line 1:	Preti Flaherty Beliveau & Pachios LLP		
Address Line 2:	P.O. Box 9546		
Address Line 4:	Portland, MAINE 04112-9546		
ATTORNEY DOCKET NUMBER:	19941-42499		
NAME OF SUBMITTER:	Patrick R. Scanlon		
Signature:	/Patrick R. Scanlon/		

CH \$40.00 2982584

TRADEMARK

Date:

09/09/2011

Total Attachments: 3

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TRADEMARK AND TRADENAME ASSIGNMENT

WHEREAS, in connection with the Closing under the Asset Purchase Agreement dated as of _____, 2011, by and among CIBT, Inc., a Delaware corporation ("Buyer"), Michael Lombardo and Passports Plus, Inc., a Texas corporation and its predecessors in interest (individually and collectively "ASSIGNOR") Buyer is requiring the delivery of this Trademark Assignment by ASSIGNOR.

WHEREAS, to the best of its knowledge and belief, Buyer believes that ASSIGNOR is the owner of the trade name: Passports Plus, and the domain name: PASSPORTSPPLUS.COM (hereinafter together with the below described intellectual property referred to as the "Acquired Trademark Assets"); and

"Passports Plus®"	USPTO Reg. No. 2,982,584	Service Mark	08-09-2005
"Passports Plus"	Harris County, TX Reg. No. B 314334	Assumed Name	06-17-2002

WHEREAS, Buyer (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in and to said Acquired Trademark Assets throughout the world therefor, that ASSIGNOR may have;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, effective this 9th day of September 2011, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE all of the rights, title and interests in and to said Acquired Trademark Assets and all registrations that are or may be obtained therefor, in all countries throughout the world, and all applications, and substitutes thereof, for the full term or terms for which the same may be granted, and all Convention and Treaty rights therefor, that ASSIGNOR may have, together with the goodwill of the business symbolized by said trademarks and trade names, and any state or federal applications and registrations thereof that may exist, and all of the common law rights thereto.

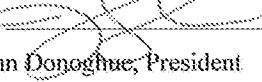
ASSIGNOR hereby represents, warrants and covenants that the Acquired Trademark Assets represent all of the trade names and domain names used by ASSIGNOR in connection with the Business (as such term is defined in the Asset Purchase Agreement).

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment, transfer, and sale.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said Acquired Trademark Assets and at ASSIGNEE's expense will testify as to the same in any litigation or opposition or cancellation proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain or enforce said Acquired Trademark Assets which may be necessary or desirable to carry out the purposes of this Assignment.

SIGNATURE PAGE FOLLOWS

CIBT, INC.

By  _____
John Donoghue, President

PASSPORTS PLUS, INC.

By _____
Michael Lombardo, President

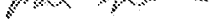
Michael Lombardo, personally

CIBT, INC.

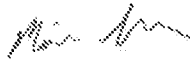
By

John Donoghue, President

PASSPORTS PLUS, INC.

By 

Michael Lombardo, President



.....
Michael Lombardo, personally

Trademark Assignment
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