

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430210

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS AT REEL/FRAME NO. 5823/0109		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL L.P., AS COLLATERAL AGENT		06/01/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBT, INC.		
Street Address:	1600 INTERNATIONAL DRIVE, SUITE 600		
City:	MCLEAN		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3198779	CIBT	
Registration Number:	4074139	ZVS	
Registration Number:	4073437	CIBT	
Registration Number:	4124557	ZIERER VISA SERVICE	
Registration Number:	4228016	AMERICANPASSPORT.COM	
Registration Number:	4840759	A BRIGGS	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7147558290		
Email:	kristin.azcona@lw.com, IPDOCKET@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	057121-0207		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		

OP \$165.00 3198779

DATE SIGNED:	06/06/2017
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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this “Release”) is made as of June 1, 2017 (the “Effective Date”) by Antares Capital LP, as collateral agent for itself and the other Secured Parties (the “Collateral Agent”) in favor of CIBT, Inc., a Delaware corporation (the “Grantor”). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Guaranty and Security Agreement (as defined below).

WHEREAS, Grantor, the Collateral Agent and the other parties thereto entered into that certain Guaranty and Security Agreement, dated as of June 28, 2016 (as amended, modified, or supplemented, the “Guaranty and Security Agreement”), which required the Grantor to execute and deliver the Trademark Security Agreement (defined below);

WHEREAS, Grantor executed that certain Trademark Security Agreement, dated June 28, 2016 (the “Trademark Security Agreement”), to record the Lien on and security interest in, all of their right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, those registered or applied for Trademarks listed on Schedule I attached hereto, granted to the Collateral Agent, and such Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 30, 2016, at Reel 005823, Frame 0109; and

WHEREAS, Grantors request a specific release of the Lien and security interest granted and recorded against the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows:

1. Release of Security Interest. As of the Effective Date, the Collateral Agent, on behalf of itself and the other Secured Parties, hereby terminates and releases all Liens and security interests it may have in, to and under the Trademark Collateral, including, for clarity, the Trademarks listed on Schedule I attached hereto, together with the goodwill of the business connected with the use of, and symbolized by, each such Trademark and all income, royalties, proceeds and Liabilities at any time due or payable with respect to the foregoing. The Grantors hereby acknowledge that the Collateral Agent’s execution and delivery of this Release is made without recourse, representation, warranty or other assurance of any kind by the Collateral Agent as to the Collateral Agent’s rights in any Trademark Collateral for amounts owing under the Credit Agreement, the condition or value of any Trademark Collateral, or, except as expressly provided herein, any other matter.

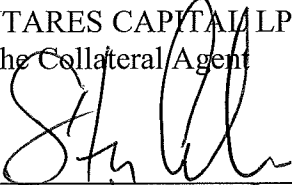
2. Electronic Delivery. Delivery of an executed counterpart of this Release by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart hereto.

3. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

* * * * *

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed, on behalf of itself and the Secured Parties, by its duly authorized representative effective as of the Effective Date.

ANTARES CAPITAL LP,
as the Collateral Agent




Name: Steven Carboni

Title: Duly Authorized Signatory

SCHEDULE I

A. Registered and Issued Trademarks

<u>Borrower/Grantor</u>	<u>Mark</u>	<u>Status</u>	<u>Registration Date</u>	<u>Registration No.</u>
CIBT, Inc.	CIBT (Stylized in red) 	Registered	01/16/2007	3198779
CIBT, Inc.	ZVS	Registered	12/20/2011	4074139
CIBT, Inc.	CIBT	Registered	12/20/2011	4073437
CIBT, Inc.	ZIERER VISA SERVICE	Registered	4/10/2012	4124557
CIBT, Inc.	AMERICANPASSPORT.COM	Registered	10/16/2012	4228016
CIBT, Inc.	A BRIGGS	Registered	10/27/2015	4840759