

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM587667

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ANTARES CAPITAL LP, AS AGENT		07/20/2020	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OWL ROCK CAPITAL CORPORATION, AS AGENT		
<b>Street Address:</b>	399 Park Avenue, 38th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3198779	CIBT	
<b>Registration Number:</b>	4074139	ZVS	
<b>Registration Number:</b>	4073437	CIBT	
<b>Registration Number:</b>	4124557	ZIERER VISA SERVICE	
<b>Registration Number:</b>	4228016	AMERICANPASSPORT.COM	
<b>Registration Number:</b>	4840759	A BRIGGS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	56013 / 009		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		

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<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	07/21/2020
<b>Total Attachments: 4</b> source=CIBT Trademark Security Agreement#page1.tif source=CIBT Trademark Security Agreement#page2.tif source=CIBT Trademark Security Agreement#page3.tif source=CIBT Trademark Security Agreement#page4.tif	

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

ASSIGNMENT dated as of July 20, 2020, from **ANTARES CAPITAL LP**, a Delaware limited Partnership, as Agent for the Secured Parties (in such capacity as Agent, the “Existing Agent”), to **OWL ROCK CAPITAL CORPORATION**, a Delaware corporation, as the successor Agent for the Secured Parties (together with its successors and assigns, the “Successor Agent”). All terms capitalized but not otherwise defined herein shall have the meanings as in the Trademark Security Agreement as defined below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Trademark Security Agreement, dated as of June 1, 2017 by CIBT, Inc., a Delaware corporation (the “Grantor”) in favor of the Existing Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on June 8, 2017 at Reel 6080 Frame 0249 (the “Trademark Security Agreement”), the Grantor, granted a security interest to the Existing Agent for the benefit of the Secured Parties in certain Trademark Collateral including the trademarks set forth on Schedules A hereto;

WHEREAS, the Existing Agent has assigned all of its rights, powers and privileges as Agent under the Trademark Security Agreement to the Successor Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Agent hereby acknowledges and agrees as follows:

1. Definitions. The term “Trademark Collateral” shall have the meaning ascribed to it in the Trademark Security Agreement, and includes, without limitation, those items listed on Schedules A.
2. Assignment of Security Interest. The Existing Agent hereby assigns all of its rights, powers and privileges under the Trademark Security Agreement, including those respecting the Trademark Collateral, to the Successor Agent.
3. Further Assurances. The Existing Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademark Collateral by its duly authorized officer as of the date first written above.

EXISTING AGENT:

**ANTARES CAPITAL LP**, as Agent

*Kirk E. Sonnefeld*

By: \_\_\_\_\_

Name: Kirk Sonnefeld

Title: Duly Authorized Signatory

Accepted and Agreed:

SUCCESSOR AGENT:


**OWL ROCK CAPITAL CORPORATION**

By:  \_\_\_\_\_

Name: Alexis Maged

Title: Authorized Signatory

**Schedule A**

Mark	Jurisdiction	Owner	Application Number	Date Filed	Registration Number	Registration Date	Status
CIBT (Stylized in red) 	USPTO	CIBT, Inc.	78837516	03/15/2006	3198779	01/16/2007	Registered
zvs	USPTO	CIBT, Inc.	85320164	05/13/2011	4074139	12/20/2011	Registered
CIBT	USPTO	CIBT, Inc.	85284897	04/04/2011	4073437	12/20/2011	Registered
ZIERER VISA SERVICE	USPTO	CIBT, Inc.	85320142	05/13/2011	4124557	04/10/2012	Registered
AMERICANPASSPORT.COM	USPTO	CIBT, Inc.	85320101	05/13/2011	4228016 (Supplemental Register)	10/16/2012	Registered
A BRIGGS	USPTO	CIBT, Inc.	86561736	03/12/2015	4840759	10/27/2015	Registered