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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Terremark Trademark Holdings, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: FMP Agency Services, LLC, Internal Address: as Agent Street Address: 60 Kendrick Street City: Needham State: MA Zip: 02494

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Delaware LLC

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/31/2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) SEE SCHEDULE I

B. Trademark Registration No.(s) SEE SCHEDULE I

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Luis Rodriguez Internal Address: Corporation Service Company 1133 Avenue of the Americas Suite 3100 New York, NY 10036

Street Address: order # 133990 cm # 26960.015

City: New York State: NY Zip:

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41): \$ 115.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

James P. Murphy Name of Person Signing

Signature

January 7, 2005 Date

Total number of pages including cover sheet, attachments, and document: 8

Main documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01/11/2005 ECOOPER 00000186 2619961

01 FC:8521 40.00 OP 02 FC:8522 75.00 OP

**ADDITIONAL NAMES OF CONVEYING PARTIES (In connection with Item 1 of Trademark
Recordation Form Cover Sheet):**

Terremark Worldwide, Inc.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Terremark Trademark Holdings, Inc.	2,619,961	TERREMARK
Terremark Trademark Holdings, Inc.	2,619,960	TERRENAP
Terremark Trademark Holdings, Inc.	1,456,832	TERREMARK

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Terremark Worldwide, Inc	76/104,002	NAP OF THE AMERICAS

Trademark Security Agreement

Trademark Security Agreement, dated as of December 31, 2004, by Terremark Trademark Holdings, Inc. and Terremark Worldwide, Inc. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of FMP Agency Services, LLC, in its capacity as collateral agent pursuant to the Purchase Agreement (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Purchase Agreement, the Pledgors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

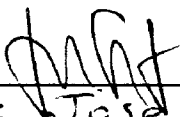
SECTION 4. Termination. Upon the full performance of the Obligations, the Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

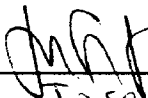
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TERREMARK TRADEMARK
HOLDINGS, INC.

By: 
Name: Jose Segre
Title: Chief Financial Officer

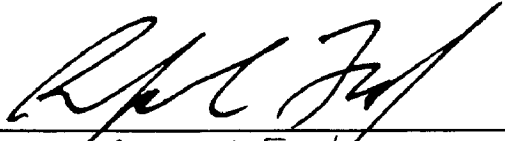
TERREMARK WORLDWIDE, INC.

By: 
Name: Jose Segre
Title: Chief Financial Officer

Accepted and Agreed:

FMP AGENCY SERVICES, LLC,
as Agent

By:



Name: Rafael Fogel

Title: Director

[Trademark Security Agreement]

TRADEMARK
REEL: 003102 FRAME: 0629

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