

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FMP Agency Services, LLC as Agent		07/31/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Terremark Worldwide, Inc.		
Street Address:	One Biscayne Tower		
Internal Address:	2 S. Biscayne Boulevard, Suite 2800		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3214416	NAP OF THE AMERICAS	
CORRESPONDENCE DATA			
Fax Number:	(305)961-5812		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3055790812		
Email:	mrv@gtlaw.com		
Correspondent Name:	Greenberg Traurig Attn: Manuel Valcarcel		
Address Line 1:	1221 Brickell Avenue		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	006714.017000		
NAME OF SUBMITTER:	Manuel Valcarcel		
Signature:	/manuel valcarcel/		

CH \$40.00 3214416

Date:

06/22/2009

Total Attachments: 7

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July 31, 2007

TERREMARK WORLDWIDE, INC.

Re: Payoff Letter

Reference is made to the Purchase Agreement, dated as of December 31, 2004 (as amended from time to time, the "Purchase Agreement") by and among Terremark Worldwide, Inc., a Delaware corporation (the "Company"), the Guarantors, FMP Agency Services, LLC (the "Agent") and Falcon Mezzanine Partners, LP (the "Purchaser") relating to (i) \$30.0 million aggregate principal amount of the Company's Senior Secured Notes due 2009 (the "Notes"). The Purchaser understands that at the Redemption Effective Time (as hereinafter defined), the Company expects to repay in full all obligations and liabilities of the Company to the Purchaser under or in respect of the Notes issued pursuant to the Purchase Agreement. All undefined capitalized terms used herein shall have the meanings set forth in the Purchase Agreement.

If paid by 5:00 p.m. (New York time) on the date hereof, the amount necessary to pay all of the obligations outstanding and arising under the Notes is \$34,859,462 (the "Payoff Amount"), comprised of (i) \$32,824,622 in respect of principal, (ii) \$1,641,231 in respect of premium, (iii) \$278,016 in respect of accrued interest and (iv) \$115,593 in fees. An additional sum of \$17,600 (the "Expense Amount") shall be due and payable to the Purchaser by 5:00 p.m. on the date hereof in respect of all outstanding expenses of the Purchaser and its advisors reimbursable pursuant to the terms of the Purchase Agreement. If the Payoff Amount is not paid by 5:00 p.m. (New York time) on the date hereof, such liabilities, obligations and indebtedness would be increased by an additional \$12,471 after 5:00 p.m. (New York time) on each day after the date hereof until the Payoff Amount is paid in full (the "Per Diem Amount").

Upon Purchaser's receipt of (x) a federal funds wire transfer in the amount of the Payoff Amount payable to the Purchaser plus the Per Diem Amount, if any, payable to the Purchaser, which amount represents all of the obligations outstanding and arising under the Notes, and (y) a fully executed counterpart of this letter agreement ("Agreement") signed by the Company (the time at which all of the conditions in this paragraph shall first be satisfied, is herein referred to as the "Redemption Effective Time"), the Purchaser agrees to deliver to the Company the original certificates representing the Notes issued to the Purchaser.

Provided that the Redemption Effective Time occurs on or before the close of business on July 31, 2007, the Purchaser hereby expressly waives the Company's obligation to give at least thirty days prior notice of the redemption of the Notes to the Purchaser under Section 11.03 of the Purchase Agreement.

Upon the Redemption Effective Time, the Purchaser agrees and acknowledges that (i) all indebtedness (including, without limitation, for principal, interest, premium and fees) and other obligations of the Company or the Guarantors outstanding and arising under the Purchase Agreement and the other Basic Documents relating to the Notes shall be paid and satisfied in full and irrevocably discharged, terminated and released, (ii) the obligations of the Company and the Guarantors under the Purchase Agreement and the other Basic Documents with respect to the Notes shall terminate and be of no further force or effect other than those expense and indemnification provisions therein that specifically survive

termination (including without limitation expenses of counsel relating to release of collateral following the date hereof) and (iii) all security interests, liens and other encumbrances which the Company or any Guarantor has granted to the Agent on behalf of the Holders in any or all of the Company's or any Guarantor's assets will be automatically and irrevocably released and all security agreements with the Agent on behalf of the Holders shall be terminated, (iv) the Company, or its respective agents, attorneys and designees shall be immediately authorized to prepare and file and/or record UCC-3 termination statements and other releases terminating the security interests granted by the Company or any Guarantor to the Agent on behalf of the Holders, (v) the Purchaser or the Agent will promptly file (or cause to be filed) any other UCC-3 termination statements, releases, deeds of release, or such other agreements, and delivery such notices, at the Company's sole cost and expense, as the Company may reasonably request in connection with the Agent's above described release of security interests and liens, (vi) the Purchaser and the Agent will promptly provide such additional information, at the Company's sole cost and expense, as the Company may reasonably request in connection with the Agent's above described release of security interests and liens. Notwithstanding anything to the contrary contained herein, the indemnification obligations and liabilities of the Company and the Guarantors to the Purchaser, the Holders and the Agent under or in respect of the Purchase Agreement, the other Basic Documents and the Notes insofar as any such obligations or liabilities survive termination of the Purchase Agreement, the other Basic Documents and the Notes shall continue in full force and effect in accordance with their terms.

The Payoff Amount plus the Per Diem Amount, if any, referred to above, should be sent by federal funds wire transfer, in the amounts and to the accounts set forth on Exhibit A hereto.

This letter agreement shall be governed by the internal laws of the State of New York. No party may assign its rights, duties or obligations under this letter agreement without the prior written consent of the other parties. This letter agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this letter agreement. This letter agreement will not be binding upon any Person until it has been signed by each Person designated below.

This letter will terminate if the Redemption Effective Time has not occurred on or before the close of business on July 31, 2007.

[Remainder of Page Intentionally Left Blank]

If you need additional information, please do not hesitate to contact us.

Very truly yours,

FALCON MEZZANINE PARTNERS, LP

By: Falcon Mezzanine Investments, LLC,
its General Partner

By: 

Name:

Title:

Robert Fyfe
Vice President

ACCEPTED and AGREED:

TERREMARK WORLDWIDE, INC.


By: 
Name: _____
Title:

EXHIBIT A

- 1) Falcon Mezzanine Partners, LP
Wire Amount: \$17,429,731.00
Bank: Investors Bank & Trust Company
200 Clarendon Street
Boston, MA 02116
ABA No.: 011-001-438
Account No.: 796-509-107
Account Name: Receipts
Reference: Falcon Mezzanine Partners – Account 77718
Reference: Terremark Worldwide
- 2) Stichting Pensioenfonds ABP
Wire Amount: \$10,457,838.60
Address: Jachthavenweg 118
1081 KJ AMSTERDAM
The Netherlands
Bank Name: ABN AMRO
ABA #: 026009580
IBAN: NL17ABNA0623885727
Account number: 62 38 85 727
Beneficiary Name: Stichting Pensioenfonds ABP - inzake US Mezzanine Fund
Reference: Terremark Worldwide
- 3) Stichting Pensioenfonds Voor de Gezond-Heid, Geestelijke En Maatschappelijke Belangen
Wire Amount: \$6,971,892.40
Address: Jachthavenweg 118
1081 KJ AMSTERDAM
The Netherlands
Bank Name: ABN AMRO
ABA #: 026009580
IBAN: NL84ABNA0625199162
Account number: 62 51 99 162

TRADEMARK

REEL: 004009 FRAME: 0060

Beneficiary Name: Stichting Pensioenfonds PGGM - inzake US Mezzanine Fund
Reference: Terremark Worldwide

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Nora Hernandez (713) 374-3581

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Nora Hernandez
 Greenberg Traurig, LLP
 1000 Louisiana Street
 Suite 1800
 Houston, TX 77002

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 06:54 PM 04/02/2009
 INITIAL FILING # 5005144 2
 AMENDMENT # 2009 1057469
 SRV: 090330862

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **50051442 filed on January 5, 2005**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the **REAL ESTATE RECORDS.**

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 8.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions on page 2 to change the name/address of a party.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c; also provide items 7d-7g if applicable.

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
Terremark Worldwide, Inc.

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
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7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
FMP Agency Services, LLC

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA**
 Delaware - SOS

FILING OFFICE COPY -- UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02) International Association of Commercial Administrators (IACA)