

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FMP Agency Services, LLC, as Agent		07/31/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Terremark Trademark Holdings, Inc.		
<b>Street Address:</b>	One Biscayne Tower		
<b>Internal Address:</b>	2 S. Biscayne Boulevard, Suite 2800		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33131		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2619961	TERREMARK	
<b>Registration Number:</b>	2619960	TERRENAP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(305)961-5812		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3055790812		
<b>Email:</b>	mrv@gtlaw.com		
<b>Correspondent Name:</b>	Greenberg Traurig Attn: Manuel Valcarcel		
<b>Address Line 1:</b>	1221 Brickell Avenue		
<b>Address Line 4:</b>	Miami, FLORIDA 33131		
<b>ATTORNEY DOCKET NUMBER:</b>	006714.017000		
<b>NAME OF SUBMITTER:</b>	Manuel Valcarcel		

CH \$65.00 2619961

Signature:	/manuel valcarcel/
Date:	06/22/2009
<b>Total Attachments: 8</b> source=FMP Release-Terremark TM Holdings#page1.tif source=FMP Release-Terremark TM Holdings#page2.tif source=FMP Release-Terremark TM Holdings#page3.tif source=FMP Release-Terremark TM Holdings#page4.tif source=FMP Release-Terremark TM Holdings#page5.tif source=FMP Release-Terremark TM Holdings#page6.tif source=FMP Release-Terremark TM Holdings#page7.tif source=FMP Release-Terremark TM Holdings#page8.tif	

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,

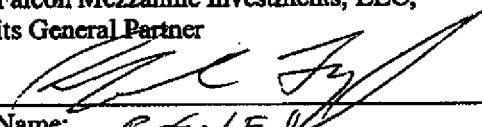
FALCON MEZZANINE PARTNERS, LP

By: Falcon Mezzanine Investments, LLC,  
its General Partner

By:

Name:

Title:

  
Robert Fyffe  
Vice President

ACCEPTED and AGREED:

TERREMARK WORLDWIDE, INC.

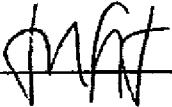
By:  \_\_\_\_\_  
Name:  
Title:

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: 0125

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



STATE OF NEVADA

ROSS MILLER  
Secretary of State



SCOTT W. ANDERSON  
Deputy Secretary  
for Commercial Recordings

OFFICE OF THE  
SECRETARY OF STATE

Filing Acknowledgement

April 03, 2009

<b>Job Number</b> U20090403-0042	<b>Initial Filing Number</b> 2005000539-3	
<b>Filing Description</b> Termination	<b>Document Filing Number</b> 2009008512-3	<b>Date/Time of Filing</b> 04-02-2009 04:00 PM

**Debtors**

TERREMARK TRADEMARK  
HOLDINGS, INC.  
2601 SOUTH BAYSHORE DRIVE, 9TH  
FLOOR  
MIAMI FL 33135 USA

**Secured Parties**

FMP AGENCY SERVICES, LLC, AS  
AGENT  
60 KENDRICK STREET  
NEEDHAM MA 02494 USA

FMP AGENCY SERVICES, LLC, AS  
AGENT  
21 CUSTOM HOUSE STREET, 10TH  
FLOOR  
BOSTON MA 02110 USA

The attached document(s) were filed with the Nevada Secretary of State, Uniform Commercial Code Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Nevada Secretary of State  
Diane Seeber  
Filing Officer

**UCC DIVISION:**  
Tracy Gillespie, Supervisor  
200 N. Carson Street  
Carson City, Nevada 89701-4069  
Telephone (775) 684-5708  
Fax (775) 684-5630

TRADEMARK  
REEL: 004009 FRAME: 0127

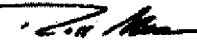
**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS Carefully and Read 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 1900  
 Houston, TX 77002

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>2009008512-3</b> Filing Date and Time <b>04/02/2009 4:00 PM</b>
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THE ABOVE SPACE IS FOR FILER'S OFFICE USE ONLY

**1. SERIAL NUMBER BY WHICH FILED**  
**2005000539-3 filed on January 5, 2005**

**13. THE FINANCING STATEMENT AMENDMENT IS TO BE FILED (FOR RECORD) OR RECORDED IN THE PUBLIC 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 (all or part):** 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.

**6. ASSIGNMENT (PARTY INFORMATION):** This Amendment affects  Debtor at  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 7.

**CHANGE name and address:** Provide in the detailed instructions  **DELETE name:** Give record name  **ADDRESS:** Complete item 7a, and item 7c.

**6. CURRENT RECORD INFORMATION:**

**6a. ORGANIZATION'S NAME**  
**Terremark Trademark Holdings, Inc.**

OR **6b. INDIVIDUAL'S LAST NAME** FIRST NAME MIDDLE NAME SUFFIX

**7. CHANGED (NEW) OR ADDED INFORMATION:**

**7a. ORGANIZATION'S NAME**

OR **7b. INDIVIDUAL'S LAST NAME** FIRST NAME MIDDLE NAME SUFFIX

**7c. MAILING ADDRESS** CITY STATE POSTAL CODE COUNTRY

**7d. MEMBER/ORGANISM** **AND: IS IT AN ORGANIZATION** **7e. TYPE OF ORGANIZATION** **7f. JURISDICTION OF ORGANIZATION** **7g. ORGANIZATIONAL IS IT, if any**  NONE

**8. ASSIGNMENT (COLLATERAL CHANGE):** check only one box.  
 Describe collateral  deleted or  added, or give entire  related collateral description, or describe collateral  assigned.

**8. NAME OF SECURED PARTY OR 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 existing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

**8a. ORGANIZATION'S NAME**  
**FMP Agency Services, LLC**

OR **8b. INDIVIDUAL'S LAST NAME** FIRST NAME MIDDLE NAME SUFFIX

**10. OPTIONAL FILER RESPONSE DATA**  
 Nevada - SOS