## 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		
Credit Suisse, Cayman Islands Branch, as Collateral Agent		07/31/2007	CORPORATION:		

### **RECEIVING PARTY DATA**

Name:	Terremark Trademark Holdings, Inc.
Street Address:	One Biscayne Tower
Internal Address:	2 S. Biscayne Blvd Suite 2800
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	CORPORATION: NEVADA

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark		
Registration Number:	2619961	TERREMARK		
Registration Number:	2619960	TERRENAP		

### **CORRESPONDENCE DATA**

(305)961-5812 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

3055790812 Phone: 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

**TRADEMARK** 

REEL: 004009 FRAME: 0284

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Signature:	/manuel valcarcel/
Date:	06/22/2009
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## Credit Suisse, Cayman Islands Branch Eleven Madison Avenue New York, New York 10010-3629

### Release of Security Interests

July 31, 2007

TO: Terremark Worldwide, Inc. 2601 S. Bayshore Drive Miami, Florida 33133

Reference is made to the (i) Purchase Agreement dated as of January 5, 2007 among Terremark Worldwide, Inc., a Delaware corporation (the "Company"), the guarantors listed on the signature pages thereto, Credit Suisse, Cayman Islands Branch ("Credit Suisse"), as Agent and each of the purchasers listed thereto (the "Purchase Agreement, terms not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement"); (ii) the Subordination and Intercreditor Agreement dated as of January 5, 2007 among the Company, the guarantors party thereto, Falcon Mezzanine Partners, LP, Stichting Pensioenfonds Voor De Gezond-Heid, Geestelijke En Maatschappelijke Belangen, Stichting Pensioenfonds ABP, FMP Agency Services, LLC and Credit Suisse (the "Intercreditor Agreement"); and (iii) the following security documents (the "Specified Security Documents") delivered to the undersigned in its capacity as the Agent under the Purchase Agreement (as such, the "Agent"):

- A. Security Agreement;
- B. Trademark Security Agreement (as such term is defined in the Security Agreement);
- C. Second Priority Spanish Pledge (as such term is defined in the Post-Closing Letter); and
- D. Second Priority Belgian Pledge (as such term in defined in the Post-Closing Letter).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. Release. The undersigned as Agent hereby releases, absolutely, unconditionally, irrevocably and forever, all security interests granted to the undersigned as Agent under the Security Documents (the "Security Interests") and agrees that all of the Security Interests will be, and hereby are, forever discharged.
- 2. Terms of Release. The release set forth in paragraph 1 above (a) is a quitclaim release of any and all of the Security Interests insofar as they attach to any property of any grantor under the Specified Security Documents and (b) is given and will be effective without any recourse to the undersigned (whether as Agent or in its personal capacity) and without any statement, representation, warranty, promise or undertaking whatsoever by the undersigned (whether as Agent or in its personal capacity). No obligation secured by the Security Interests is released, discharged or terminated hereby. This Release of Security Interests is delivered pursuant to and on the terms set forth in our letter to you

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entitled "Pay-Off Letter" and dated July 31, 2007.

- 3. Termination of Financing Statements. The undersigned as Agent hereby authorizes you (or any person or entity designated by you as your delegate for this purpose) to file all Uniform Commercial Code termination statements necessary to effectuate, or reflect of public record, the release and discharge of the Security Interests.
- 4. Further Lien Releases. The undersigned as Agent agrees that if you at any time determine and notify the undersigned as Agent in writing that the delivery of any additional instrument executed by the undersigned as Agent is required to release, discharge or terminate (a) any Security Interest, (b) any other Lien (as defined in the Purchase Agreement) securing the payment of loans under the Purchase Agreement (not including any cash collateral deposit securing letter of credit obligations) granted to the undersigned as Agent pursuant to any security agreement, mortgage, deed of trust, deed to secure debt, collateral assignment or other grant of security (an "Other Lien") or (c) any notice, filing or registration of any Security Interest or Other Lien, the undersigned will, at your expense and as reasonably requested by you in such notice, execute and deliver (and if requested acknowledge) such other Lien or any notice, filing or registration of any Security Interest or Other Lien on the terms set forth in paragraph 2 and otherwise in form and substance reasonably satisfactory to the undersigned.

[Remainder of page intentionally left blank]

In Witness Whereof, the undersigned as Agent, by its duly authorized signatory, has executed and delivered this Release of Security Interests on this \_\_\_\_\_ day of July, 2007.

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Agent under the Purchase Agreement

By:

**Authorized Signatory** 

By: Authorized Signatory

Acknowledged and accepted by:

Terremark Worldwide, Inc.

By:

Authorized Signatory

In Witness Whereof, the undersigned as Agent, by its duly and delivered this Release of Security Interests on this	authorized signatory, has executed day of July, 2007.
	CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Agent under the Purchase Agreement
	By:Authorized Signatory
	By:Authorized Signatory
Acknowledged and accepted by:	
Terremark Worldwide, Inc.  By:  Authorized Signatory	

### STATE OF NEVADA

ROSS MILLER
Secretary of State



SCOTT W. ANDERSON

Deputy Secretary
for Commercial Recordings

# Filing Acknowledgement

April 03, 2009

Job Number U20090403-0042 Initial Filing Number 2007000717-5

Filing Description
Termination

Document Filing Number 2009008513-5

Date/Time of Filing 04-02-2009 04:02 PM

**Debtors** 

**Secured Parties** 

TERREMARK TRADEMARK HOLDINGS, INC. 2601 SOUTH BAYSHORE DRIVE, 9TH FLOOR MIAMI FL 33133 USA

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, AS AGENT 11 MADISON AVE. NEW YORK NY 10010 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

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