PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT**

NATURE OF CONVEYANCE: SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
TERREMARK WORLDWIDE, INC.	06/24/2009
TERREMARK NORTH AMERICA, INC.	06/24/2009
TERREMARK EUROPE, INC.	06/24/2009
TERRENAP DATA CENTERS, INC.	06/24/2009
PARK WEST TELECOMMUNICATIONS INVESTORS, INC.	06/24/2009
TECOTA SERVICES CORP.	06/24/2009
TECHNOLOGY CENTER OF THE AMERICAS, LLC	06/24/2009
TERREMARK FEDERAL GROUP, INC.	06/24/2009
TERREMARK FINANCIAL SERVICES, INC.	06/24/2009
TERREMARK FORTUNE HOUSE #1, INC.	06/24/2009
TERREMARK LATIN AMERICA, INC.	06/24/2009
TERREMARK MANAGEMENT SERVICES, INC.	06/24/2009
TERREMARK REALTY, INC.	06/24/2009
TERREMARK TECHNOLOGY CONTRACTORS, INC.	06/24/2009
TERREMARK TRADEMARK HOLDINGS, INC.	06/24/2009
TERRENAP SERVICES, INC.	06/24/2009
SPECTRUM TELECOMMUNICATIONS CORP.	06/24/2009
NAP OF THE CAPITAL REGION, LLC	06/24/2009
NAP WEST, LLC	06/24/2009

RECEIVING PARTY DATA

Name:	S. BANK NATIONAL ASSOCIATION			
Street Address:	LIVINGSTON AVENUE			
City:	T. PAUL			
State/Country:	MINNESOTA			
Postal Code:	55107			

PROPERTY NUMBERS Total: 6

PATENT REEL: 022878 FRAME: 0406

500897349

Property Type	Number
Patent Number:	7000016
Patent Number:	6938031
Patent Number:	6732122
Patent Number:	6668260
Patent Number:	6529917
Application Number:	11211320

CORRESPONDENCE DATA

Fax Number: (646)848-4455

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

Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Jordan Altman

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP - IP Docketing

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35610-26
NAME OF SUBMITTER:	JORDAN ALTMAN

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated June 24, 2009, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of U.S. Bank National Association, ("US Bank"), as collateral trustee (the "Collateral Trustee") for the Secured Parties (as defined in the Indenture referred to below).

WHEREAS, Terremark Worldwide, Inc., a Delaware corporation (the "Company") and the Grantors have entered into an Indenture dated as of June 24, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), with The Bank of New York Mellon Trust Company, N.A., as trustee, (the "Trustee") and the Guarantors party thereto.

WHEREAS, the Company and the Grantors have entered into a Collateral Trust Agreement with the Collateral Trustee, the Trustee and the other parties party thereto (the "Collateral Trust Agreement"). Terms defined in the Indenture or the Collateral Trust Agreement and not otherwise defined herein are used herein as defined in the Indenture or Collateral Trust Agreement.

WHEREAS, as a condition precedent to the entry into the Parity Lien Documents by the Parity Lien Representatives and the other holders of Parity Lien Obligations, each Grantor has executed and delivered that certain Security Agreement dated June 24, 2009, made by the Grantors to the Collateral Trustee (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Trustee, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. <u>Grant of Security</u>. Each Grantor hereby grants to the Collateral Trustee for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

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- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Parity Lien Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Parity Lien Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. <u>Recordation</u>. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Trustee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflict of law principles that would cause the law of another jurisdiction to apply (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TERREMARK WORLDWIDE, INC.

Name: Yose A. Segre

Title: Chief Financial Officer

Address for notices:

2 S. Biscayne Blvd,

Suite 2800

Miami, FL 33131

TERREMARK NORTH AMERICA, INC.

ву __

Name: Jose A. Segrera

Title: Chief Financial Officer

Address for notices:

2 S. Biscayne Blvd,

Suite 2800

Miami, FL 33131

TERREMARK EUROPE, INC.

By _

Name: Jose A. Segrera

Title: Chief Financial Officer

Address for notices:

2 S. Biscayne Blvd,

Suite 2800

Miami, FL 33131

TERRENAP DATA CENTERS, INC.

By Name: Jose A. Segrera

Name: Jose A. Segrera
Title: Chief Financial Officer

Address for notices: 2 S. Biscayne Blvd,

Suite 2800

Miami, FL 33131

PARK WEST TELECOMMUNICATIONS INVESTORS, INC.

By

Name: Jose A. Segrera

Title: Chief Financial Officer

Address for notices:

2 S. Biscayne Blvd,

Suite 2800

Miami, FL 33131

TECOTA SERVICES CORP.

 $\mathbf{p}_{\mathbf{v}}$

Name: Jose A. Segrera

Title: Chief Financial Officer

Address for notices:

2 S. Biscayne Blvd,

Suite 2800

Miami, FL 33131

By Name: Title:
Address for notices:
TERREMARK FEDERAL GROUP, INC.
By Name: Nelson Fonseca Title: CFD
Address for notices: 2. JOUTH BISCAYNE BNA. JUITE 2300 Miami, FL 33131
TERREMARK FINANCIAL SERVICES, INC.
By Name: Title:
Address for notices:

TECHNOLOGY CENTER OF THE AMERICAS, LLC

Terremark - IP Security Agreement

TERREMARK FORTUNE HOUSE #1, INC.

Ву	MS
	Name: Jose A. Segrera

Title: Chief Financial Officer

Address for notices:

2 S. Biscayne Blvd,

Suite 2800

Miami, FL 33131

TERREMARK LATIN AMERICA, INC.

By Name: Jose A. Segrera

Title: Chief Financial Officer

Address for notices:
2 S. Biscayne Blvd,
Suite 2800
Miami, FL 33131

TERREMARK MANAGEMENT SERVICES, INC.

By Name: Jose A. Segrera

Title: Chief Financial Officer

Address for notices: 2 S. Biscayne Blvd,

Suite 2800

Miami, FL 33131

TERREMARK REALTY, INC.

Name: Jose A. Segrer

By

Title: Chief Financial Officer

Address for notices:

2 S. Biscayne Blvd,

Suite 2800

Miami, FL 33131

TERREMARK TECHNOLOGY CONTRACTORS, INC.

Ву _____

Name: Jose A. Segrera

Title: Chief Financial Officer

Address for notices:

2 S. Biscayne Blvd,

Suite 2800

Miami, FL 33131

TERREMARK TRADEMARK HOLDINGS, INC.

By

Name: Jose A. Segrera

Title: Chief Financial Officer

Address for notices:

2 S. Biscayne Blvd,

Suite 2800

Miami, FL 33131

TERRENAP SERVICES, INC.

Ву	dust	
•	Name: Jose A. Segrera	

Title: Chief Financial Officer

Address for notices: 2 S. Biscayne Blvd, **Suite 2800** Miami, FL 33131

SPECTRUM TELECOMMUNICATIONS CORP.

By.

Name: Jose A. Segrera

Title: Chief Financial Officer

Address for notices:

2 S. Biscayne Blvd,

Suite 2800

Miami, FL 33131

NAP OF THE CAPITAL REGION, LLC

By

Name: Jose A. Segrera

Title: Chief Financial Officer

Address for notices:

2 S. Biscayne Blvd,

Suite 2800

Miami, FL 33131

NAP WEST, LLC

Name: Jose A. Segrera

Title: Chief Financial Officer

Address for notices:

2 S. Biscayne Blvd, Suite 2800 Miami, FL 33131

U.S. BANK NATIONAL ASSOCIATION, as Collateral Trustee

By Name:

Title:

Richard Prokosch
Vice President

Address for notices:
U.S. Bank National Association
60 Livingston Avenue
EP-MN-WS3C
St. Paul, MN 55107-2292
Attn: Corporate Trust Administration

Schedule A

Patents

Grantor	Patent Titles	Country	Patent No.	Application No.	Filing Date	Issue Date
Terremark North America, Inc. (1)	System and Method for Multi-Site Clustering in a Network	USA	7,000,016	10/039,909	10/19/01	2/14/06
Terremark North America, Inc. (1)	System and Method for Accessing Information in a Replicated Database	USA	6,938,031	10/042,034	10/19/01	8/30/05
Terremark North America, Inc. (1)	System and Method of Synchronizing Replicated Data	USA	6,732,122	10/336,076	1/3/03	5/4/04
Terremark North America, Inc. (1)	System and Method for Synchronizing Replicated Data	USA	6,668,260	10/382,028	3/4/03	12/23/03
Terremark North America, Inc. (1)	System and Method of Synchronizing Replicated Data	USA	6,529,917	09/638,324	8/14/00	3/4/03
Terremark North America, Inc.	System and Method for Accessing Information in a Replicated Database	USA	Final rejection mailed 5/29/09	11/211,320	8/25/05	Published, Final rejection mailed 5/29/09

⁽¹⁾ Acquired pursuant to the merger of Data Return LLC with and into Terremark North America, Inc. on April 1, 2009.

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Schedule B

Domain Names and Trademarks

				Application	Filing	
Grantor	Country	Mark	Reg. No.	No.	Date	Issue Date
Terremark Trademark Holdings, Inc.	USA	TERREMARK Classes 35, 38, 39 & 42	2619961	76/163311	11/9/00	09/17/02
Terremark Trademark Holdings, Inc.	USA	TERRENAP Classes 35,38,39 & 42	2619960	76/163310	11/9/00	09/17/02
Terremark Worldwide, Inc.	USA	NAP OF THE AMERICAS Classes 38, 39 & 42	3214416	76/104002	8/3/00	03/06/07
Terremark Trademark Holdings, Inc.	USA	TERREMARK WORLDWIDE, INC. & Design Classes 35, 38, 39, & 42	pending	77/091551	01/25/07	pending
Terremark Trademark Holdings, Inc.	USA	TERREMARK WORLDWIDE, INC. (logo only) Classes 35, 38, 39, & 42	pending	77/091965	01/26/07	pending
Terremark Trademark Holdings, Inc.	CN	TERREMARK Class 38	1955261	2000206625	12/29/00	08/28/02
Terremark Trademark Holdings, Inc.	CN	TERREMARK Class 42	2024429	2000206626	12/29/00	09/21/02
Terremark Trademark Holdings, Inc.	CN	TERRENAP Class 38	1955252	2000206623	12/29/00	08/28/02
Terremark Trademark Holdings, Inc.	CN	TERRENAP Class 42	1794425	2000206624	12/29/00	06/21/02
Terremark Trademark Holdings, Inc.	НК	TERREMARK Class 38, 42	B04844/2003	27689/00	12/22/00	03/27/03
Terremark Trademark Holdings, Inc.	НК	TERRENAP Class 38, 42	B01428/2003	27691/00	12/22/00	02/07/03
Terremark Trademark Holdings, Inc.	BR	NAP DO BRASIL Class 38	pending	824406699	02/28/02	pending
Terremark Trademark Holdings, Inc.	BR	NAP OF BRAZIL Class 38	pending	824406702	02/28/02	pending
Terremark Trademark Holdings, Inc.	BR	NAP DO BRASIL Class 42	pending	824406729	02/28/02	\pending
Terremark Trademark Holdings, Inc.	BR	NAP OF BRAZIL Class 42	pending	824406710	02/28/02	pending
Terremark Trademark Holdings, Inc.	EU	TERRENAP Classes 38, 39 and 42	2676971	2676971	4/29/02	04/28/04
Terremark	EU	NAP OF THE	003900891	003900891	6/24/04	3/16/06

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Grantor	Country	Mark	Reg. No.	Application No.	Filing Date	Issue Date
Trademark Holdings, Inc.	·	AMERICAS & Design Classes 38 and 42				
Terremark North America, Inc. (1)	USA	DIGITALOPS Design Class 42	3,085,801	76/467581	11/15/02	04/25/06
Terremark North America, Inc. (1)	UK	DATA RETURN Design Class 38, 42	UK002222801	UK002222801	2/17/00	09/22/00
Terremark North America, Inc. (1)	European Union	DATA RETURN	EC001539642	EC001539642	3/3/00	06/1/01
Terremark North America, Inc. (1)	European Union	DATA RETURN (logo) Design Class 42	EC001539733	EC001539733	3/3/00	06/1/01
Terremark North America, Inc.	USA	DIVINE	2880665	76/364211	1/3/02	9/7/04
Terremark Trademark Holdings, Inc.	USA	INFINISTRUCTURE	3,597,405	77/396888	2/14/08	3/31/09
Terremark Trademark Holdings, Inc.	EU (Internation al Registratio n designating EU)	INFINISTRUCTURE	000974701	000974701	3/3/08	3/3/08
Terremark Worldwide, Inc.	USA	DATA RETURN Classes 42, 45		77/763,966	6/19/09	

⁽¹⁾ Acquired pursuant to the merger of Data Return LLC with and into Terremark North America, Inc. on April 1, 2009.

Grantor	Domain Name			
Terremark Worldwide, Inc.	TERREMARK.COM			
Terremark Worldwide, Inc.	TERREMARK.ORG			
Terremark Worldwide, Inc.	TERREMARK.NET			
Terremark Worldwide, Inc.	TERREMARK.INFO			
Terremark Worldwide, Inc.	NAPOFTHEAMERICAS.COM			
Terremark Worldwide, Inc.	NAPOFTHEAMERICAS.NET			
Terremark Worldwide, Inc.	NAPOFTHEAMERICAS.ORG			
Terremark Worldwide, Inc.	TECOTA.COM			
Terremark Worldwide, Inc.	TECOTA.NET			
Terremark Worldwide, Inc.	TECOTA.ORG			
Terremark North America, Inc.(1)	DATARETURN.COM			
Terremark North America, Inc.(1)	DATARETURN.NET			
Terremark North America, Inc.(1)	DIGITALOPS.BIZ			
Terremark North America, Inc.(1)	DIGITALOPS.NET			
Terremark North America, Inc.(1)	FUTUREOFHOSTING.COM			
Terremark North America, Inc.(1)	FUTUREOFHOSTING.NET			
Terremark North America, Inc.(1)	FUTUREOFHOSTING.ORG			
Terremark North America, Inc.(1)	THEFUTUREOFHOSTING.COM			
Terremark North America, Inc.(1)	THEFUTUREOFHOSTING.NET			
Terremark North America, Inc.(1)	THEFUTUREOFHOSTING.ORG			
Terremark North America, Inc.(1)	DIVINE.COM			
Terremark North America, Inc.(1)	INFINISERVER.COM			
Terremark North America, Inc.(1)	INFINISER VERS.COM			
Terremark North America, Inc.(1)	INFINISTRUCTURE.COM			
Terremark North America, Inc.(1)	INFINISTRUCTURE.NET			
Terremark North America, Inc.(1)	MH-ONE.COM			

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(1) Acquired pursuant to the merger of Data Return LLC with and into Terremark North America, Inc. on April 1, 2009.

COMMON LAW TRADEMARKS - Terremark North America, Inc. (1)
HIGHLY MANAGED HOSTING
INFINISERVER
MHONE
SMART SUPPORT
IT OPERATIONS

⁽¹⁾ Acquired pursuant to the merger of Data Return LLC with and into Terremark North America, Inc. on April 1, 2009.

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Schedule C

Copyrights

None.

IP Agreements

Grantor	IP Agreements (licenses)	
Grano	Software Company	Application
Terremark North America, Inc. (1)	Adobe Systems (Formerly Allaire)	Cold Fusion 4.x
Terremark North America, Inc. (1)	ADP	HRB
Terremark North America, Inc. (1)	ADP	Pay Expert
Terremark North America, Inc. (1)	Altiris	Carbon Copy
Terremark North America, Inc. (1)	Cisco	CiscoWorks LMS
Terremark North America, Inc. (1)	Cisco	CiscoWorks VMS
Terremark North America, Inc. (1)	Cisco	TACACS
Terremark North America, Inc. (1)	Cisco	Cisco Security Intellishield Alert Manager Service
Terremark North America, Inc. (1)	Cornerstone OnDemand	Learning Management System
Terremark North America, Inc. (1)	CPQ	Carbon Copy 32
Terremark North America, Inc. (1)	CPQ	Secure Path v4 for Windows 10 licenses
Terremark North America, Inc. (1)	DameWare	NT Utilities
Terremark North America, Inc. (1)	Dundas	Chart for .NET Win/Web Professional Combo
Terremark North America, Inc. (1)	Dundas	Gauge for .NET Win/Web Combo
Terremark North America, Inc. (1)	Global Netwatch	Global Netwatch
Terremark North America, Inc. (1)	HP	HP UX 11
Terremark North America, Inc. (1)	HP	ServiceDesk
Terremark North America, Inc. (1)	HP	Redhat Linux
Terremark North America, Inc. (1)	Infragistics	NetAdvantage Suites 1 & 2
Terremark North America, Inc. (1)	IP Switch	Imail Server Secure 2006.2
Terremark North America, Inc. (1)	Iron Speed	Iron Speed Designer
Terremark North America, Inc. (1)	ISS	RIDS Server Agent (Windows)
Terremark North America, Inc. (1)	Kiwi	Kiwi CatTools
Terremark North America, Inc. (1)	McAfee	AntiVirus Software
Terremark North America, Inc. (1)	Microsoft	Great Plains
Terremark North America, Inc. (1)	Microsoft - SPLA	SQL 2005 Standard
Terremark North America, Inc. (1)	Microsoft - SPLA	SQL Server 2005 Enterprise Edition
Terremark North America, Inc. (1)	Microsoft - SPLA	Windows 2000 Advanced Server
Terremark North America, Inc. (1)	Microsoft - SPLA	Windows 2000 Advanced Server
Terremark North America, Inc. (1)	Microsoft - SPLA	Windows Server 2003, Enterprise Edition

⁽¹⁾ Acquired pursuant to the merger of Data Return LLC with and into Terremark North America, Inc. on April 1, 2009.

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Grantor	IP Agreements (licenses)	
	Software Company	Application
Terremark North America, Inc. (1)	Microsoft - SPLA	Windows Server 2003, Standard Edition
Terremark North America, Inc. (1)	Microsoft - SPLA	BizTalk Server 2000 Standard Edition
Terremark North America, Inc. (1)	Microsoft - SPLA	Exchange Server 2000 SAL's
Terremark North America, Inc. (1)	Microsoft - SPLA	Windows Server 2003, Web Edition
Terremark North America, Inc. (1)	Microsoft - SPLA	System Management Server
Terremark North America, Inc. (1)	Microsoft - SPLA	Visio Professional Edition
Terremark North America, Inc. (1)	Microsoft - SPLA	Sybari
Terremark North America, Inc. (1)	Microsoft (Formerly DeepMatrix)	LiveStats Statistics Server (Product in use but no longer sold or supported.)
Terremark North America, Inc. (1)	NetIQ	AppManager
Terremark North America, Inc. (1)	NetIQ	Security Manager
Terremark North America, Inc. (1)	NetIQ	Vulnerability Manager
Terremark North America, Inc. (1)	People Answers	Employee Assessments
Terremark North America, Inc. (1)	PGP	PGP Desktop
Terremark North America, Inc. (1)	Quest	Quest Management Extensions for SMS
Terremark North America, Inc. (1)	Replicon	Web TimeSheet 7.2 - ASP version
Terremark North America, Inc. (1)	Salesforce.com	Enterprise License
Terremark North America, Inc. (1)	Sapien Technologies	Primal Script
Terremark North America, Inc. (1)	SolarWinds	Orion Network Performance Monitoring SLX V7
Terremark North America, Inc. (1)	SolarWinds	Engineering Editions Toolset
Terremark North America, Inc. (1)	Symantec	BackupExec
Terremark North America, Inc. (1)	VMWare	Vmware ESX Server
Terremark North America, Inc. (1)	VMWare	Vmware VirtualCenter

⁽¹⁾ Acquired pursuant to the merger of Data Return LLC with and into Terremark North America, Inc. on April 1, 2009.

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RECORDED: 06/28/2009