

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Terremark Worldwide, Inc.		01/05/2007	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Credit Suisse, Cayman Islands Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2619961	TERREMARK	
Registration Number:	2619960	TERRENAP	
Registration Number:	1456832	TERREMARK	
Serial Number:	76104002	NAP OF THE AMERICAS	
Serial Number:	78551956	SERVICES INSERTION POINTS	
Serial Number:	78551972	NXSIP	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038263-0094		

OP \$165.00 2619961

NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	01/05/2007
Total Attachments: 3 source=Terremark TM Security#page1.tif source=Terremark TM Security#page2.tif source=Terremark TM Security#page3.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of January 5, 2007, by Terremark Worldwide, Inc. and the Guarantors listed on the signature pages hereto (the "Original Guarantors") or from time to time party hereto by execution of a joinder agreement (the "Additional Guarantors" and together with the Original Guarantors, the "Guarantors"), as pledgors, assignors and debtors (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of Credit Suisse, Cayman Islands Branch, in its capacity as collateral agent pursuant to the Purchase Agreement (in such capacity, the "Agent").

W I T N E S S E T H:

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:

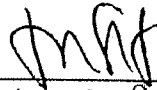
- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

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.

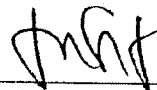
SECTION 4. Termination. Upon the full performance of the Obligations, the Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security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

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 Worldwide, Inc.

By: 
Name: Jose A. Segrera
Title: Chief Financial Officer

Terremark Trademark Holdings, Inc.

By: 
Name: Jose A. Segrera
Title: Chief Financial Officer

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 Classes 35,38,39 & 42
Terremark Trademark Holdings, Inc.	2,619,960	TERRENAP Classes 35,38,39 & 42
Terremark Trademark Holdings, Inc.	1,456,832	TERREMARK

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Terremark Worldwide, Inc	76/104,002	NAP OF THE AMERICAS Classes 38,39 & 42
Terremark Trademarks Holding, Inc.	78/551956	SERVICES INSERTION POINT Classes 35, 38, 39 and 42
Terremark Trademarks Holding, Inc.	78/551972	NXSIP Classes 35, 38, 39 and 42