

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien IP Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Terremark Worldwide, Inc.		07/31/2007	CORPORATION:
NAP of the Americas/West, Inc.		07/31/2007	CORPORATION:
Park West Telecommunications Investors, Inc.		07/31/2007	CORPORATION:
Tecota Services Corp.		07/31/2007	CORPORATION:
Terremark Trademark Holdings, Inc.		07/31/2007	CORPORATION:
Terrenap Data Centers, Inc.		07/31/2007	CORPORATION:
Terrenap Services, Inc.		07/31/2007	CORPORATION:
Optical Communications, Inc.		07/31/2007	CORPORATION:
Technology Center of the Americas, LLC		07/31/2007	LIMITED LIABILITY COMPANY:
NAP of the Americas, Inc.		07/31/2007	CORPORATION:
Terremark Latin America, Inc.		07/31/2007	CORPORATION:
Terremark Europe, Inc.		07/31/2007	CORPORATION:
Terremark Financial Services, Inc.		07/31/2007	CORPORATION:
Terremark Fortune House #1, Inc.		07/31/2007	CORPORATION:
Terremark Management Services, Inc.		07/31/2007	CORPORATION:
Terremark Realty, Inc.		07/31/2007	CORPORATION:
Terremark Technology Contractors, Inc.		07/31/2007	CORPORATION:
Spectrum Telecommunications Corp.		07/31/2007	CORPORATION:
Terremark Federal Group, Inc.		07/31/2007	CORPORATION:
NAP of the Capital Region, LLC		07/31/2007	LIMITED LIABILITY COMPANY:
Data Return LLC		07/31/2007	LIMITED LIABILITY COMPANY:
Digital Ops LLC		07/31/2007	LIMITED LIABILITY COMPANY:

CH \$290.00 2619961

RECEIVING PARTY DATA

900084659

**TRADEMARK
 REEL: 003603 FRAME: 0147**

Name:	Credit Suisse
Street Address:	11 Madison Ave.
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2619961	TERREMARK
Registration Number:	2619960	TERRENAP
Registration Number:	1456832	TERREMARK
Registration Number:	3214416	NAP OF THE AMERICAS
Serial Number:	77091551	T TERREMARK WORLDWIDE, INC.
Serial Number:	77091965	
Serial Number:	78551972	NXSIP
Registration Number:	3085801	DIGITALOPS
Registration Number:	2619447	DATA RETURN
Registration Number:	2657683	DATA RETURN
Registration Number:	2657684	EVERYTHING IS POSSIBLE

CORRESPONDENCE DATA

Fax Number: (650)838-5136
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 848-4565
Email: emily.priest@shearman.com
Correspondent Name: Sharon Herman
Address Line 1: Shearman & Sterling LLP
Address Line 2: 599 Lexington Ave.
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35610-00026
NAME OF SUBMITTER:	Sharon Herman
Signature:	/sharon herman/
Date:	08/16/2007

Total Attachments: 18
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated July 31, 2007, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Credit Suisse, acting through one or more of its branches or any Affiliate thereof (“*Credit Suisse*”), as second lien collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Terremark Woldwide, Inc., a Delaware corporation, has entered into a Second Lien Senior Secured Credit Agreement dated as of July 31, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with Credit Suisse, as Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Term Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Second Lien Security Agreement dated July 31, 2007, made by the Grantors to the Collateral Agent (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 Agent, 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. Grant of Security. Each Grantor hereby grants to the Collateral Agent 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*”);

(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 Obligations of such Grantor now or hereafter existing under or in respect of the Loan 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 Loan 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 Loan Party.

SECTION 3. Recordation. 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.

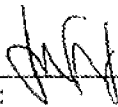
SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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 Agent 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.

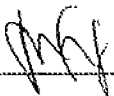
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TERREMARK WORLDWIDE, INC.

By 
Name:
Title:

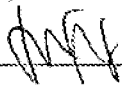
Address for notices:

NAP OF THE AMERICAS/WEST, INC.

By 
Name:
Title:

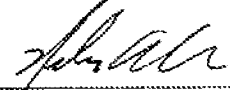
Address for notices:

PARK WEST TELECOMMUNICATIONS
INVESTORS, INC.

By 
Name:
Title:

Address for notices:

TERREMARK FEDERAL GROUP, INC.

By 
Name: Nelson Fonseca
Title: Treasurer and CFO
Address for notices:

NAP OF THE CAPITAL REGION, LLC

By _____
Name:
Title:
Address for notices:

DATA RETURN LLC

By _____
Name:
Title:
Address for notices:

TERREMARK FEDERAL GROUP, INC.

By _____
Name:
Title:

Address for notices:

NAP OF THE CAPITAL REGION, LLC

By _____
Name:
Title:

Address for notices:

DATA RETURN LLC

By _____
Name:
Title:

Address for notices:

Schedule A

Patents

Grantor	Patent Titles	Country	Patent No.	Application No.	Filing Date	Issue Date
Data Return LLC	System and Method for Multi-Site Clustering in a Network	USA	7,000,016			2/14/06
Data Return LLC	System and Method for Accessing Information in a Replicated Database	USA	6,938,031			8/30/05
Data Return LLC	System and Method of Synchronizing Replicated Data	USA	6,732,122			5/4/04
Data Return LLC	System and Method for Synchronizing Replicated Data	USA	6,668,260			12/23/03
Data Return LLC	System and Method of Synchronizing Replicated Data	USA	6,529,917			3/4/03
Data Return Managed Services, LLC	System and Method for Facilitating Device Communication, Management and Control in a Network	USA		10/136,142	4/30/02	
Data Return LLC	System and Method of Interactive Network System Design	USA		09/877,626	6/8/01	
Not specified	System and Method for Accessing Information in a Replicated Database	USA		11/211,320	8/25/05	

Schedule B

Trademarks

Grantor	Domain Name/ Mark	Country	Mark	Reg. No.	Application No.	Filing Date	Issue Date
Terremark Trademark Holdings, Inc.		USA	TERREMARK Classes 35, 38, 39 & 42	2619961			09/17/02
Terremark Trademark Holdings, Inc.		USA	TERRENAP Classes 35,38,39 & 42	2619960			09/17/02
Terremark Trademark Holdings, Inc.		USA	TERREMARK	1456832	[Email to Anne Naffziger re this tm]		
Terremark Worldwide, Inc.		USA	NAP OF THE AMERICAS Classes 38, 39 & 42	3214416			03/06/07
Terremark Trademark Holdings, Inc.		USA	TERREMARK WORLDWIDE, INC. & Design Classes 35, 38, 39, & 42		77/091551	01/25/07	
Terremark Trademark Holdings, Inc.		USA	TERREMARK WORLDWIDE, INC. (logo only) Classes 35, 38, 39, & 42		77/091965	01/26/07	
Terremark Trademark Holdings, Inc.		USA	NXSIP Classes 35, 38, 39 & 42		78/551972	01/21/05	
Terremark Trademark Holdings		CN	TERREMARK Class 38	1955261			08/28/02
Terremark Trademark Holdings		CN	TERREMARK Class 42	2024429			09/21/02
Terremark Trademark Holdings		CN	TERRENAP Class 38	1955252			08/28/02
Terremark Trademark Holdings		CN	TERRENAP Class 42	1794425			06/21/02
Terremark Trademark Holdings		HK	TERREMARK Class 38	B04844/2003			03/27/03
Terremark Trademark Holdings		HK	TERREMARK Class 42	B04845/2003			03/27/03
Terremark		HK	TERRENAP	B01428/2			02/07/03

Grantor	Domain Name/ Mark	Country	Mark	Reg. No.	Application No.	Filing Date	Issue Date
Trademark Holdings			Class 38	003			

Grantor	Domain Name/ Mark	Country	Mark	Reg. No.	Application No.	Filing Date	Issue Date
Terremark Trademark Holdings		HK	TERRENAP Class 42	B04846/2 003			03/27/03
Terremark Trademark Holdings		BR	NAP DO BRASIL Class 38		824406699	02/28/02	
Terremark Trademark Holdings		BR	NAP OF BRAZIL Class 38		824406702	02/28/02	
Terremark Trademark Holdings		BR	NAP DO BRASIL Class 42		824406729	02/28/02	
Terremark Trademark Holdings		BR	NAP OF BRAZIL Class 42		824406710	02/28/02	
Terremark Trademark Holdings		EM	TERRENAP Classes 38, 39 and 42		2676971		04/28/04
Terremark Trademark Holdings, Inc.		EM	NAP OF THE AMERICAS & Design Classes 38 and 42		003900891		06/24/04
Data Return LLC (k/a Saratoga DMS, LLC)		USA	DIGITALOPS	3,085,801			04/25/06
Data Return Corporation (Delaware Corporation)		USA	DATA RETURN (logo)	2,619,447			09/17/02
Data Return Corporation (Delaware Corporation)		USA	DATA RETURN	2,657,683			12/10/02
Data Return Corporation (Delaware Corporation)		USA	EVERYTHING IS POSSIBLE	2,657,684			12/10/02
Data Return Corporation (Delaware Corporation)		UK	DATA RETURN	UK00222 2801			09/22/00

Data Return Corporation (Delaware corporation)		European Union	DATA RETURN	EC001539 462			06/1/01
Data Return Corporation (Delaware corporation)		European Union	DATA RETURN (logo)	EC001539 733			06/1/01
Dedigate, N.V. (Belgian corporation)			Dedigate				

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.	TERREMARK.BR (pending - not registered yet)
Terremark Worldwide, Inc.	TERREMARK.ES (pending - not registered yet)
Terremark Worldwide, Inc.	TERREMARK.NL (pending - not registered yet)
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
Data Return Registrar Data Return LLC	DATARETURN.COM
Data Return Registrar Data Return LLC	DATARETURN.CO.UK
Data Return Registrar Data Return LLC	DATARETURN.NET
Data Return Registrar Data Return LLC	DATARETURN.ORG
Data Return Data Return LLC	DATARETURN.US
Data Return Registrar Data Return LLC	DIGITALOPS.BIZ
Data Return Registrar Data Return LLC	DIGITALOPS.NET
Data Return Registrar Data Return LLC	DRTN.NET
Data Return Registrar Data Return LLC	FUTUREOFHOSTING.COM
Data Return Registrar Data Return LLC	FUTUREOFHOSTING.NET
Data Return Registrar Data Return LLC	FUTUREOFHOSTING.ORG
Data Return Registrar Data Return LLC	THEFUTUREOFHOSTING.COM
Data Return Registrar Data Return LLC	THEFUTUREOFHOSTING.NET
Data Return Registrar Data Return LLC	THEFUTUREOFHOSTING.ORG

Data Return Registrar Data Return LLC	DIVINE.COM
Data Return Registrar Data Return LLC	INFINISERVER.COM
Data Return Registrar Data Return LLC	INFINISERVERS.COM
Data Return Registrar Data Return LLC	INFINISTRUCURE.COM
Data Return Registrar Data Return LLC	INFINISTRUCURE.NET
Data Return Registrar Data Return LLC	MH-ONE.COM
Dedigate N.V.	dedigate.be
Dedigate N.V.	dedicatedmanagedhosting.co.uk
Dedigate N.V.	dedicatedmanagedhosting.net
Dedigate N.V.	dedigate.biz
Dedigate N.V.	dedigate.com
Dedigate N.V.	dedigate.eu
Dedigate N.V.	dedigate.info
Dedigate N.V.	dedigate.net
Dedigate N.V.	manageddedicatedhosting.be
Dedigate N.V.	manageddedicatedhosting.net
Dedigate N.V.	manageddedicatedhosting.co.uk
Dedigate N.V.	microsofthosting.nl
Dedigate N.V.	smartsap.be
Dedigate N.V.	theuptimecompany.tv
Dedigate N.V.	bibliotheekpartners.nl
Dedigate N.V.	infrastructureoutsourcing.be
Dedigate N.V.	infrastructureoutsourcing.eu
Dedigate N.V.	infrastructureoutsourcing.nl
Dedigate N.V.	infrastructureoutsourcing.co.uk
Dedigate N.V.	mysecretvalentine.nl
Dedigate N.V.	mysecretvalentine.be

COMMON LAW TRADEMARKS - DATA RETURN

HIGHLY MANAGED HOSTING
INFINISTRUCURE
INFINISERVER
MHONE
SMART SUPPORT
IT OPERATIONS

Schedule C

Copyrights

No Copyrights

IP Agreements

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

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