

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nuveen Investments, Inc.		11/13/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Collateral Agent:		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2481495	LOOK AHEAD. INVEST WELL. LEAVE YOUR MARK.	
Registration Number:	2500306		
Registration Number:	1724187	MUNIPREFERRED	
Registration Number:	3109164	NEW FRONTIERS	
Registration Number:	2313480	NUVEEN	
Registration Number:	2514096	NUVEEN INVESTMENTS	
Registration Number:	2514095	NUVEEN INVESTMENTS	
Registration Number:	2191848	NUVEEN PORTFOLIO CONSTRUCTOR	
Registration Number:	2817682	PRESERVING FAMILY WEALTH FOR GENERATIONS	
Registration Number:	2020367	RITTENHOUSE	
Registration Number:	2892799	RITTENHOUSE	
Registration Number:	2892800	RITTENHOUSE	
Registration Number:	2885940	RITTENHOUSE	
Registration Number:	2894769	RITTENHOUSE	

CH \$515.00 2481495

900093025

**TRADEMARK**  
**REEL: 003669 FRAME: 0859**

Registration Number:	2905925	RITTENHOUSE ASSET MANAGEMENT
Registration Number:	2839918	SMARTER WAYS TO BE CONSERVATIVE
Registration Number:	2627791	THE RITTENHOUSE TRUST COMPANY
Registration Number:	2920245	FUNDPREFERRED
Registration Number:	1677862	IT'S NOT WHAT YOU EARN, IT'S WHAT YOU KEEP
Serial Number:	78825374	

#### CORRESPONDENCE DATA

Fax Number: (212)354-8113  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-819-8200  
 Email: trademarkdocket@whitecase.com  
 Correspondent Name: Matthew Bart  
 Address Line 1: White & Case LLP  
 Address Line 2: 1155 Avenue of the Americas  
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1104031-0514
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	11/29/2007

#### Total Attachments: 8

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 13, 2007 (this "Agreement"), among NUVEEN INVESTMENTS, INC. ("Grantor") and DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (the "Collateral Agent") for the Secured Parties.

Reference is made to the Guarantee and Collateral Agreement dated as of November 13, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Windy City Investments, Inc., a Delaware corporation, Windy City Acquisition Corp., a Delaware corporation (to be merged with and into Nuveen Investments, Inc., a Delaware corporation) and the Collateral Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of November 13, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower (as defined therein), the lenders from time to time party thereto, Windy City Investments, Inc., Deutsche Bank AG New York Branch, as administrative agent and as collateral agent, Deutsche Bank Securities Inc., Wachovia Capital Markets, LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley Senior Funding, Inc., as Arrangers for the Credit Facilities, Wachovia Capital Markets, LLC, as syndication agent and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley Senior Funding, Inc., as documentation agents. Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.01(b) and Section 3.02(b) of the Security Agreement, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations (other than contingent obligations), each Grantor, pursuant to the Security Agreement, did and hereby does, to the extent required by the Security Agreement, grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title or interest in or to any and all of the following assets and properties (solely to the extent that they are part of the Collateral and expressly excluding the Excluded Collateral) now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those registrations and

registration applications in the United States Patent and Trademark Office listed on Schedule I and II (the "Trademarks");

- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all assets, rights and interests that uniquely reflect or embody the Trademarks;
- (d) the right to sue third parties for past, present and future infringements of any Trademark; and
- (e) all proceeds of and rights associated with the foregoing.

Notwithstanding the foregoing, in no event shall any Capital Stock (as defined in the Existing Notes Documentation) of any Significant Subsidiary of the Company or the Borrower that is owned, directly or indirectly, by the Company or the Borrower or any of their subsidiaries, in each case, whether on the date hereof or thereafter acquired, or any interest therein or any income or profits therefrom (including, without limitation, dividends or distributions), or any proceeds, interest, income or profit (including, without limitation, dividends or distributions) obtained from any Capital Stock (as defined in the Existing Notes Documentation) of any Significant Subsidiary of the Company or the Borrower that is owned, directly or indirectly, by the Company or the Borrower or any of their subsidiaries, in each case, whether on the date hereof or thereafter acquired, or any interest therein or any income or profits therefrom (including, without limitation, distributions and dividends), constitute Trademark Collateral for any purpose herein (including, without limitation the grant of any security interest or lien in favor of the Collateral Agent, on behalf of the Secured Parties).

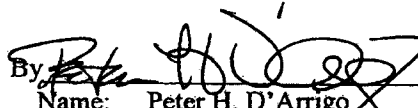
Section 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted solely in furtherance, and not in limitation or expansion, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Collateral Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the other parties hereto with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein (including, without limitation, Sections 7.14 and 7.20 of the Security Agreement). In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 4. Termination. At the request and expense of the Grantor upon or after the occurrence of the Termination Date (as defined in the Security Agreement) or permitted dispositions of the Trademark Collateral, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 9th day of November, 2007.

NUVEEN INVESTMENTS, INC., Grantor

By:   
Name: Peter H. D'Arrigo  
Title: Vice President

STATE OF Illinois )  
COUNTY OF Cook ) ss.:

On this 4th day of November, 2007, before me personally came Peter H. D'Arrigo  
who, being by me duly sworn, did state as follows: that [s]he is Vice President of Nuveen  
Investments, Inc., that [s]he is authorized to execute the foregoing Grant on behalf of Nuveen  
Investments, Inc. and that [s]he did so by authority of the Board of Directors of Nuveen  
Investments, Inc..



Jose A. Visaya  
Notary Public

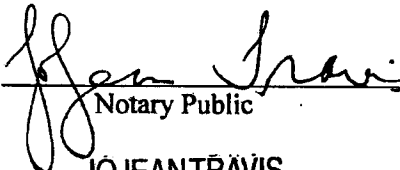
DEUTSCHE BANK AG NEW YORK BRANCH,  
as Collateral Agent and Grantee

By: Paul O'Leary  
Name: Paul O'Leary  
Title: Vice President

By: Erin Morrissey  
Name: Erin Morrissey  
Title: Vice President

STATE OF New York  
COUNTY OF New York ss:

On this 9<sup>th</sup> day of November, 2007, before me personally came Paul O'LEARY & Erin MORRISSEY who, being by me duly sworn, did state as follows: that they are VICE PRESIDENT'S of Deutsche Bank AG New York Branch, that they are authorized to execute the foregoing Grant on behalf of Deutsche Bank AG New York Branch and that they did so by authority of the Board of Directors of Deutsche Bank AG New York Branch.

  
Notary Public  
JOJEAN TRAVIS  
Registration No. 01TR5013241  
New York County  
July 15, 2011



## Schedule I<sup>1</sup>

### Trademarks

<b>Registered Owner</b>	<b>Mark</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
Nuveen Investments, Inc.	Look Ahead. Invest Well. Leave Your Mark.	8/28/01	2481495
Nuveen Investments, Inc.	Miscellaneous Design (Infinity Symbol)	10/23/01	2500306
Nuveen Investments, Inc.	MuniPreferred (Stylized letters)	10/13/92	1724187
Nuveen Investments, Inc.	New Frontiers	6/27/06	3109164
Nuveen Investments, Inc.	Nuveen	2/1/00	2313480
Nuveen Investments, Inc.	Nuveen Investments	12/4/01	2514096
Nuveen Investments, Inc.	Nuveen Investments and Design	12/4/01	2514095
Nuveen Investments, Inc.	Nuveen Portfolio Constructor	9/29/98	2191848
Nuveen Investments, Inc.	Preserving Family Wealth for Generations	2/24/04	2817682
Nuveen Investments, Inc.	Rittenhouse	12/3/96	2020367
Nuveen Investments, Inc.	Rittenhouse	10/12/04	2892799
Nuveen Investments, Inc.	Rittenhouse	10/12/04	2892800
Nuveen Investments, Inc.	Rittenhouse	9/21/04	2885940
Nuveen Investments, Inc.	Rittenhouse	10/19/04	2894769
Nuveen Investments, Inc.	Rittenhouse Asset Management	11/30/04	2905925
Nuveen Investments, Inc.	Smarter Ways to be Conservative	5/11/04	2839918
Nuveen Investments, Inc.	The Rittenhouse Trust Company	10/1/02	2627791
Nuveen Investments, Inc.	Fundpreferred	1/18/05	2920245
Nuveen Investments, Inc.	It's not what you earn, it's what you keep	3/3/92	1677862

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<sup>1</sup> Notwithstanding anything to the contrary contained in the schedule (including supplements or modifications hereto), in no event shall Excluded Collateral (even to the extent scheduled at any time) constitute Collateral.

**Schedule II<sup>2</sup>**

Trademark Applications:

<b><u>Applicant</u></b>	<b><u>Mark</u></b>	<b><u>Filing Date</u></b>	<b><u>Application No.</u></b>
Nuveen Investments, Inc.	Miscellaneous Design (Swirl Logo)	2/28/06	78/825374

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<sup>2</sup> Notwithstanding anything to the contrary contained in the schedule (including supplements or modifications hereto), in no event shall Excluded Collateral (even to the extent scheduled at any time) constitute Collateral.