

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL														
CONVEYING PARTY DATA															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:20%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:35%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>U.S. Bank N.A.</td> <td></td> <td>12/27/2010</td> <td>A National Banking Association Organized Under the Laws of the United States of America: MINNESOTA</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	U.S. Bank N.A.		12/27/2010	A National Banking Association Organized Under the Laws of the United States of America: MINNESOTA						
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CORRESPONDENCE DATA															
<p>Fax Number: (513)977-8141 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 513 977 8139 Email: lynda.roesch@dinslaw.com Correspondent Name: Lynda E. Roesch Address Line 1: 255 East Fifth St. Address Line 2: 1900 Chemed Center Address Line 4: Cincinnati, OHIO 45202</p>															
ATTORNEY DOCKET NUMBER:	26804-100														

OP \$65.00 3341581

900179846

**TRADEMARK
 REEL: 004441 FRAME: 0597**

NAME OF SUBMITTER:	Lynda E. Roesch
Signature:	/s/Lynda E. Roesch
Date:	12/28/2010
Total Attachments: 5 source=TM Ass#page1.tif source=TM Ass#page2.tif source=TM Ass#page3.tif source=TM Ass#page4.tif source=TM Ass#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of December 27, 2010 (the "Effective Date"), is made by and between U.S. Bank N.A., a national banking association ("USB" or "Assignor"), and FAF Advisors, Inc., a Delaware corporation ("FAF" or "Assignee").

WITNESSETH:

WHEREAS, USB is the record owner of the trademarks, including the trademark registrations, identified on Schedule A (collectively, the "Trademarks");

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of July 29, 2010, by and among Windy City Investments Holdings, L.L.C., Nuveen Asset Management, Nuveen Investments, Inc., the Assignor and the Assignee (the "Purchase Agreement"), Assignee has agreed to acquire and Assignor has agreed to assign certain of Assignor's assets, including the Trademarks, to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in the Purchase Agreement and in this Assignment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to and under the Trademarks, including any rights to the Trademarks in foreign jurisdictions, the goodwill of the business associated therewith or symbolized thereby, all registrations that have been or may be granted thereon, common law rights thereto, all applications for registrations thereof, the right to sue and recover damages or other compensation for past, present or future infringements or misappropriation thereof, all income, royalties and damages hereafter due or payable with respect to the Trademarks, and rights to register, renew, defend and protect interests therein under the Applicable Laws of all jurisdictions. The assignments contemplated herein are meant to be absolute assignments and not by way of security. For the avoidance of doubt, the assignments contemplated herein include the right to use the copyright in the design of a head and shoulders portrait of former President George Washington as embodied in the Trademark having United States Patent and Trademark Office registration number 3,882,901, to the extent Assignor has any such right, but only in conjunction with such Trademark.

2. Cooperation. Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment.

3. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Purchase Agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an

executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of a signature page to this Assignment. This Assignment along with its Schedule, together with the Purchase Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

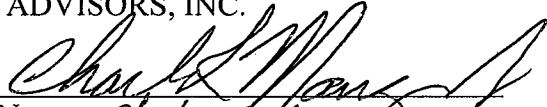
4. Governing Law. This Agreement shall be governed by and interpreted and construed in accordance with the substantive laws of the State of Delaware without regard to applicable choice of law provisions thereof.

5. Consent to Jurisdiction. The parties agree that any suit, action or proceeding brought by a party seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment or the transactions contemplated hereby or thereby shall be brought only in the Court of Chancery of the State of Delaware. Each of the parties submits to the jurisdiction of any such court in any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of, or in connection with, this Assignment or the transactions contemplated hereby or thereby and hereby irrevocably waives the benefit of jurisdiction derived from present or future domicile or otherwise in such action or proceeding. Each party irrevocably waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each of the parties agrees that (a) mailing of process or other papers in connection with any such action or proceeding, or any other manner as may be permitted by Applicable Law shall be valid and sufficient service thereof and (b) a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law.

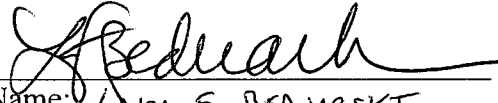
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

FAF ADVISORS, INC.

By 
Name: Charles R. MANZONI, Jr.
Title: General Counsel

U.S. BANK N.A.

By 
Name: LAURA F. BEDNARSKI
Title: SENIOR VICE PRESIDENT

[NOTARIZATION PAGE FOLLOWS]

STATE OF Minnesota)
COUNTY OF Washington)

Before me, the undersigned, a notary public in and for said County and State, personally appeared Charles Morgan, an authorized representative of FAF ADVISORS, INC., a Delaware corporation, who acknowledged the execution of the foregoing Trademark Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS 27th day of December, 2010.



Cathy E St Martin
Notary Public

Printed: Cathy E St Martin

My Commission Expires: January 31, 2015

STATE OF Minnesota)
COUNTY OF Hennepin)

Before me, the undersigned, a notary public in and for said County and State, personally appeared Laura F. Bednarski, an authorized representative of U.S. BANK N.A., a national banking association, who acknowledged the execution of the foregoing Trademark Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS 27th day of December, 2010.




Rebecca K. Hendrickson
Notary Public

Printed: REBECCA K Hendrickson

My Commission Expires: 1-31-2015

Schedule A

LIST of U.S. BANK N.A. REGISTRATIONS

Trademark	Country	Registration Number
FAF ADVISORS	United States	Reg. No. 3,341,581
 FAF ADVISORS (FAF ADVISORS & design of a head-and-shoulders portrait of former president George Washington)	United States	Reg. No. 3,882,901