

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
NUVEEN INVESTMENTS, INC.		02/29/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK AG NEW YORK BRANCH, as Second-Lien collateral agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	a foreign banking corporation: GERMANY

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	1677862	IT'S NOT WHAT YOU EARN, IT'S WHAT YOU KEEP
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:	2020367	RITTENHOUSE
Registration Number:	2839918	SMARTER WAYS TO BE CONSERVATIVE
Registration Number:	2920245	FUNDPREFERRED
Registration Number:	3561029	TRADEWINDS
Registration Number:	3396546	333 ADVISORS

OP \$740.00 1677862

Registration Number:	3442026	CLOSE THE INCOME GAP
Registration Number:	3416336	PERSONALPLAN
Registration Number:	3648584	BENJAMIN GRAHAM
Registration Number:	3796031	CLOSE YOUR INCOME GAP
Registration Number:	3778962	ECOLOGIC
Registration Number:	3341581	FAF ADVISORS
Registration Number:	3882901	FAF ADVISORS
Registration Number:	3750679	INTELLIGENT RISK PORTFOLIOS
Registration Number:	3951264	INTELLIGENT VALUE
Registration Number:	3357647	
Registration Number:	3612393	NWQ
Serial Number:	85181023	N
Serial Number:	85476796	SANTA BARBARA
Serial Number:	85477552	SYMPHONY
Serial Number:	85504321	401(K)OLLEGE

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Phone: 2128198200
Email: fcutajar@whitecase.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patents & Trademarks
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1104031-0514
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	03/08/2012

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 29, 2012 (this "Agreement"), among NUVEEN INVESTMENTS, INC., a Delaware corporation ("Grantor") and DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (the "Second-Lien Collateral Agent") for the Second-Lien Secured Parties.

Reference is made to the Guarantee and Collateral Agreement dated as of November 13, 2007, and amended and restated as of February 29, 2012 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Windy City Investments, Inc., a Delaware corporation, Grantor, certain subsidiaries of Grantor and the Second-Lien 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 and restated as of the date hereof (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Grantor, as Borrower, the lenders from time to time party thereto, Windy City Investments, Inc., Deutsche Bank AG New York Branch, as administrative agent, as first-lien collateral agent and second-lien collateral agent and certain other financial institutions party thereto from time to time. Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.01(c) 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 Second-Lien Obligations (other than contingent obligations), Grantor, pursuant to the Security Agreement, did and hereby does, to the extent required by the Security Agreement, grant to the Second-Lien Collateral Agent, its permitted successors and assigns, for the benefit of the Second-Lien 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 Second-Lien 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 Second-Lien Collateral Agent, on behalf of the Second-Lien Secured Parties).

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second-Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second-Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of February 29, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Intercreditor Agreement"), by and among Deutsche Bank AG New York Branch, as First-Lien Collateral Agent, and Deutsche Bank AG New York Branch, as Second-Lien Collateral Agent and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement relating to priority of security interests, lien subordination or application of proceeds of Collateral, the terms of the Intercreditor Agreement shall govern and control.

Section 3. Security Agreement. The security interests granted to the Second-Lien Collateral Agent herein are granted solely in furtherance, and not in limitation or expansion, of the security interests granted to the Second-Lien Collateral Agent pursuant to the Security Agreement. The Second-Lien Collateral Agent and Grantor hereby acknowledges and affirms 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 Discharge of Second-Lien Obligations (as defined in the Credit Agreement) or permitted dispositions of the Trademark Collateral, the Second-Lien 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 parties hereto have duly executed this Agreement as of the day and year first above written.

NUVEEN INVESTMENTS, INC.

By: 

Name: John L. MacCarthy

Title: Executive Vice President


Signature page to Nuveen Trademark Security Agreement (2012)

NEWYORK.S&I.035 (0K)

TRADEMARK
REEL: 004733 FRAME: 0089

DEUTSCHE BANK AG NEW YORK
BRANCH, as Second-Lien Collateral Agent

By: 
Name: Marina Laubella
Title: Vice President

By: 
Name: Dorian Lazarus
Title: Director

Schedule I

TRADEMARK/TRADE NAMES OWNED BY GRANTOR

U.S. Trademark Registrations

Grantor	Mark	Reg. Date	Reg. No.
Nuveen Investments, Inc.	IT'S NOT WHAT YOU EARN, IT'S WHAT YOU KEEP	3/3/92	1677862
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 & Design	12/4/01	2514095
Nuveen Investments, Inc.	NUVEEN PORTFOLIO CONSTRUCTOR	9/29/98	2191848
Nuveen Investments, Inc.	RITTENHOUSE	12/3/96	2020367
Nuveen Investments, Inc.	SMARTER WAYS TO BE CONSERVATIVE	5/11/04	2839918
Nuveen Investments, Inc.	FUNDPREFERRED	1/18/05	2920245
Nuveen Investments, Inc.	TRADEWINDS	1/13/09	3561029
Nuveen Investments, Inc.	333 ADVISORS	3/11/08	3396546
Nuveen Investments, Inc.	CLOSE THE INCOME GAP	1/3/08	3442026
Nuveen Investments, Inc.	PERSONALPLAN	4/22/08	3416336
Nuveen Investments, Inc.	BENJAMIN GRAHAM	6/30/09	3648584

Signature page to Nuveen Trademark Security Agreement (2012)

Grantor	Mark	Reg. Date	Reg. No.
Nuveen Investments, Inc.	CLOSE YOUR INCOME GAP	6/1/10	3796031
Nuveen Investments, Inc.	ECOLOGIC	4/20/10	3778962
Nuveen Investments, Inc.	FAF ADVISORS	11/20/07	3341581
Nuveen Investments, Inc.	FAF ADVISORS & Design	11/30/10	3882901
Nuveen Investments, Inc.	INTELLIGENT RISK PORTFOLIOS	2/16/10	3750679
Nuveen Investments, Inc.	INTELLIGENT VALUE	4/26/11	3951264
Nuveen Investments, Inc.	Miscellaneous Design (Swirl Logo)	12/18/07	3357647
Nuveen Investments, Inc.	NWQ	4/28/09	3612393

Schedule II

TRADEMARK APPLICATIONS BY GRANTOR

U.S. Trademark Applications

<u>Grantor</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Nuveen Investments, Inc.	N & Design	11/19/10	85/181023
Nuveen Investments, Inc.	SANTA BARBARA	11/22/11	85/476796
Nuveen Investments, Inc.	SYMPHONY	11/24/11	85/477552
Nuveen Investments, Inc.	401(K)OLLEGE	12/30/11	85/504321

Signature page to Nuveen Trademark Security Agreement (2012)