

**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>
Richards & Tierney, Inc.		11/13/2007	CORPORATION: ILLINOIS
<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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2526360	DYNAMIC COMPLETENESS FUND	
<b>Registration Number:</b>	2181680	VAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-819-8200		
<b>Email:</b>	trademarkdocket@whitecase.com		
<b>Correspondent Name:</b>	Matthew Bart		
<b>Address Line 1:</b>	White & Case LLP		
<b>Address Line 2:</b>	1155 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	1104031-0514		
<b>NAME OF SUBMITTER:</b>	Matthew Bart		
<b>Signature:</b>	/Matthew Bart/		

CH \$65.00 2526360

Date:

11/26/2007

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 13, 2007 (this “Agreement”), among RICHARDS & TIERNEY, 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).

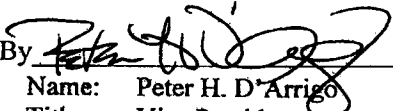
Section 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted solely in furtherance, and not in limitation or expansion, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Collateral Agent and each Grantor hereby 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.

RICHARDS & TIERNEY, INC., Grantor

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

STATE OF Illinois )  
COUNTY OF Cook ) ss.:

On this 9th 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 Richards & Tierney, Inc., that [s]he is authorized to execute the foregoing Grant on behalf of Richards & Tierney, Inc. and that [s]he did so by authority of the Board of Directors of Richards & Tierney, 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 )  
 ) SS:  
COUNTY OF New York )

On this 16 day of November, 2007, before me personally came Paul O'Leary  
Edn Morrissey who, being by me duly sworn, did state as follows: that [s]he is  
Vice Presidents of Deutsche Bank AG New York Branch, that [s]he is authorized to  
execute the foregoing Grant on behalf of Deutsche Bank AG New York Branch and that [s]he  
did so by authority of the Board of Directors of Deutsche Bank AG New York Branch.

Maureen E Thomas  
Notary Public  
MAUREEN E. THOMAS  
Notary Public - State of New York  
No. 01TH6098264  
Qualified in Bronx County  
Certified in New York County  
My Commission Expires 9/08/2011



**Schedule I<sup>1</sup>**

Trademarks

<b><u>Registered Owner</u></b>	<b><u>Mark</u></b>	<b><u>Reg. Date</u></b>	<b><u>Reg. No.</u></b>
Richards & Tierney, Inc.	Dynamic Completeness Fund	1/8/02	2526360
Richards & Tierney, Inc.	VAM	8/18/98	2181680

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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 Trademark Collateral.

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

Trademark Applications: None.

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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 Trademark Collateral.