

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Nuveen Investments, Inc.		07/28/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<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>	Second-Lien Collateral Agent: GERMANY

**PROPERTY NUMBERS Total: 28**

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:	2817682	PRESERVING FAMILY WEALTH FOR GENERATIONS
Registration Number:	2020367	RITTENHOUSE
Registration Number:	2892799	RITTENHOUSE
Registration Number:	2892800	RITTENHOUSE
Registration Number:	2885940	RITTENHOUSE

OP \$715.00 1677862

Registration Number:	2894769	RITTENHOUSE
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:	3561029	TRADEWINDS
Registration Number:	3396546	333 ADVISORS
Registration Number:	3442026	CLOSE THE INCOME GAP
Registration Number:	3416336	PERSONALPLAN
Serial Number:	78825374	
Serial Number:	77098052	SMARTSHARES
Serial Number:	77098031	SMART SHARES
Serial Number:	77213553	CLOSE YOUR INCOME GAP
Serial Number:	77609816	NWQ

**CORRESPONDENCE DATA**

Fax Number: (212)354-8113  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2128198200  
Email: fcutajar@whitecase.com  
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:	08/11/2009

Total Attachments: 8  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2009 (this "Agreement"), among NUVEEN INVESTMENTS, INC. ("Grantor") and DEUTSCHE BANK AG NEW YORK BRANCH, as Second-Lien 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 July 28, 2009 (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, Nuveen Investments, Inc., a Delaware corporation, the First-Lien Collateral Agent and 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 on July 28, 2009 (as further 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, as first-lien collateral agent and as second-lien collateral agent, Deutsche Bank Securities Inc., Wachovia Capital Markets, LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley Senior Funding, Inc., as Arrangers, 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 Second-Lien 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 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 July 28, 2009 (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 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 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.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NUVEEN INVESTMENTS, INC.

By: *Sherri A. Hlavacek*

Name: Sherri A. Hlavacek

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004042 FRAME: 0115**

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

By: Paul O'Leary  
Name: **Paul O'Leary**  
Title: **Director**

By: Omayra Laucella  
Name: **Omayra Laucella**  
Title: **Vice President**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004042 FRAME: 0116**



Schedule I<sup>1</sup>

Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
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 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.	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

<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. Furthermore, this schedule and all disclosures herein are subject to the terms, conditions and provisions of Sections 7.14 and 7.20 of the Guarantee and Collateral Agreement.

Schedule II<sup>2</sup>

Trademark Applications:

<u>Registered Owner</u>	<u>Mark</u>	<u>Date Filed</u>	<u>Registration Number</u>
Nuveen Investments, Inc.	Miscellaneous Design (Swirl Logo)	2/28/06	78/825374
Nuveen Investments, Inc.	Smart Shares	2/02/07	77/098052
Nuveen Investments, Inc.	Smart Shares	2/02/07	77/098031
Nuveen Investments, Inc.	Close Your Income Gap	6/22/07	77/213553
Nuveen Investments, Inc.	NWQ	11/07/08	77/609816

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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. Furthermore, this schedule and all disclosures herein are subject to the terms, conditions and provisions of Sections 7.14 and 7.20 of the Guarantee and Collateral Agreement.