

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FAF Advisors, Inc.		12/31/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nuveen Investments, Inc.		
<b>Street Address:</b>	333 W. Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606-1286		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3341581	FAF ADVISORS	
Registration Number:	3882901	FAF ADVISORS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)591-1400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-591-6805		
<b>Email:</b>	keckhart@winston.com		
<b>Correspondent Name:</b>	Kimberly A. Eckhart		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111-5894		
<b>ATTORNEY DOCKET NUMBER:</b>	37527-00123		
<b>NAME OF SUBMITTER:</b>	Kimberly A. Eckhart		
<b>Signature:</b>	/Kimberly A. Eckhart/		
<b>Date:</b>	01/05/2011		

CH \$65.00 3341581

Total Attachments: 7

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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT ("Assignment") dated as of December 31, 2010 (the "Effective Date"), is made by and between FAF Advisors, Inc., a Delaware corporation ("FAF" or "Assignor"), and Nuveen Investments, Inc., a Delaware corporation ("Nuveen" or "Assignee").

**WITNESSETH:**

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

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of July 29, 2010, by and among Windy City Investments Holdings, L.L.C., Nuveen Asset Management, U.S. Bank National Association, the Assignor and the Assignee (as amended by Amendment No. 1 thereto, dated December 31, 2010, 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. Effective as of December 31, 2010, 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.

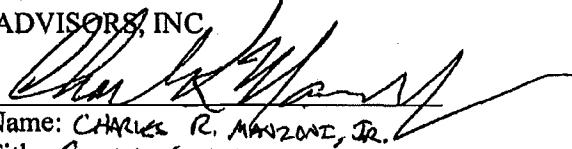
5. Consent to Jurisdiction. The parties agree that any suit, action or proceeding brought by a party seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment or the transactions contemplated hereby or thereby shall be brought only in the Court 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. MARZONE, JR.  
Title: GENERAL COUNSEL

NUVEEN INVESTMENTS, INC.

By \_\_\_\_\_

Name:

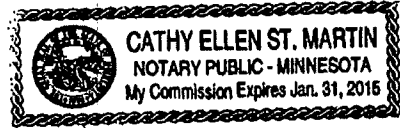
Title:

[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 Manzoni, 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 29<sup>th</sup> day of December, 2010.



Cathy E. St. Martin  
Notary Public

Printed: Cathy E. St. Martin

My Commission Expires: January 31, 2015

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a notary public in and for said County and State, personally appeared \_\_\_\_\_, an authorized representative of NUVEEN INVESTMENTS, 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 \_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public

Printed: \_\_\_\_\_

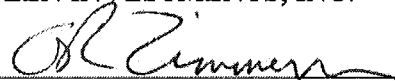
My Commission Expires: \_\_\_\_\_

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:  
Title:

NUVEEN INVESTMENTS, INC.

By  \_\_\_\_\_  
Name: Gifford R. Zimmerman  
Title: Managing Director, Assistant  
Secretary and Vice President

[NOTARIZATION PAGE FOLLOWS]

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a notary public in and for said County and State, personally appeared \_\_\_\_\_, 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 \_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public

Printed: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF Illinois )  
 )  
COUNTY OF Cook )

Before me, the undersigned, a notary public in and for said County and State, personally appeared Gifford R. Zimmerman an authorized representative of NUVEEN INVESTMENTS, 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 21 day of December, 2010.



Leslie A. Adams  
Notary Public


Printed: Leslie A. Adams

My Commission Expires: 4/22/12



Schedule A

LIST of FAF ADVISORS, INC. 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