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## Sprint assignment and assumption agreement form

ASSIGNMENT AGREEMENT AND ASSUMPTION OF THE EXECUTION VERSION OF D.13 This ASSIGNMENT AND ASSUMPTION AGREEMENT is entered into as of October 28, 2011 (this Agreement) by and between Nuveen HydePark Group, LLC, a Delaware Limited Liability Company (Cedente), and Nuveen Asset Management, LLC, a Delaware Limited Liability Company (Cesionario). CONSIDERING that the Assignee is an affiliate of Assignor; and CONSIDERING that the Assignee wishes to assign all its rights, interests and obligations under certain contracts to which it is party to the assignee, as set out herein, and the Assignee wishes to assume those rights, interests and obligations. NOW, therefore, taking into account the above recitals and the mutual agreements and agreements contained herein, and for another good and valuable consideration, the receipt and sufficiency of which are hereby recognized, the parties agree that: 1. The assignee hereby assigns and transmits to the Assignee for the benefit of the Assignee, his successors and assignees, all the right , the title and interest of the Assignee in the contracts set out in Annex A attached herein (the Contracts assumed), together with all rights, privileges and benefits granted to them (collectively with the Assumed Contracts, the Assigned Rights). 2. Assumption. The Assignee hereby accepts the assignment and transport of the Rights Assigned by the Assignee in accordance with paragraph 1 above and assumes, and undertakes and agrees to pay, perform and comply on its terms with each and every liability, obligation and commitment of the Assignee relating to the Assigned Rights. 3. Benefit of the Agreement. This Agreement shall be binding and secure for the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, shall grant to any person or entity other than the parties hereto, and to their respective permitted successors and assigns, any right, remedy, obligation or liability under or by reason of this Agreement, including the rights of third party beneficiaries. 4. Headers. The headings used in this Agreement are for reference purposes only and shall in no way affect the meaning or interpretation of this Agreement. 5. Applicable Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware without regard to the applicable choice of law provisions. 6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed original, but both jointly adopted shall constitute one and the same agreement, with the understanding that all parties here do not need to sign the same counterparty. The delivery of a executed from a signature page to this Agreement by facsimile mail or electronic mail will be as a manually executed counterparty to this Agreement. [signature page follows] IN TESTIMONY OF WHICH, the parties in this case have executed and delivered this Assignment and Assumption Agreement as of the previous written date. ALLOCATOR: NUVEEN HYDEPARK GROUP, LLC By: /s/ Gifford R. Zimmerman Name: Gifford R. Zimmerman Title: Vice President CESIONARIO: NUVEEN ASSET MANAGEMENT, LLC By: /s/ Kevin J. McCarthy Name: Kevin J. McCarthy Title: Managing Director [Signature Page to Assignment and Assumption Agreement] Annex A Assumed Contracts 1. Investment subcontractor agreement between Assignor and Nuveen Fund Advisors, Inc. (f/k/a Nuveen Asset Management) dated November 14, 2007, with respect to Nuveen Multi-Manager Large-Cap Value Fund (f/k/a Nuveen Large-Cap Value Fund), a series of Nuveen Investment Trust. 2. Investment subcontractor agreement between Assignor and Nuveen Fund Advisors, Inc. (f/k/a Nuveen Asset Management) dated October 28, 2010, with respect to NASDAQ Premium Income &amp; Growth Fund Inc. 3. Investment subcontractor agreement between Assignor and Nuveen Fund Advisors, Inc. (f/k/a Nuveen Asset Management) dated October 6, 2010, with respect to Dow 30SM Premium & Income Dividend Fund Inc. 4. Investment subcontractor agreement between Assignor and Nuveen Fund Advisors, Inc. (f/k/a Nuveen Asset Management) dated October 6, 2010, with respect to Dow 30SM Enhanced Premium & Income Dividend Fund Inc. Exhibit 2.7 FORM OF ASSIGNMENT TRADEMARK AND LICENSE AGREEMENT THIS ASSIGNMENT TRADEMARK AND LICENSE AGREEMENT, dated May 2006 (Date of Entry into force), is made and entered by and between Sprint Nextel Corporation, a Kansas corporation on behalf of itself and all its controlled subsidiaries (Sprint), on the one hand, and Embarq Corporation, a Delaware corporation (Embarq), and the other parties set forth on the signature pages of this agreement (collectively with Embarq, the Embarq Group). RECITALS A. Sprint and Embarq signed a Separation and Distribution Agreement, dated May 2006 (the Distribution Agreement). Capitalized terms used and not otherwise defined in this agreement shall have the meanings attributed to such terms in the Distribution Agreement. B. In connection with the Distribution Agreement, Sprint assigns certain trademarks, service marks, design marks and logos set forth in Annex A (the Assigned Marks) to Embarq, in accordance with the terms and subject to the terms of this agreement. C. In connection with the Distribution Agreement, Sprint and Embarq agree to a transitional period of phase-out during which Embarq wishes to use, and Sprint is willing to allow the use of, certain trademarks, service marks, design marks and logos as set forth in the B like the you may mutually agree to modify from time to time (the Sprint Marks) in connection with telecommunications, the distribution of equipment and related products and services provided by Embarq, in accordance with the terms and subject to the terms and conditions of this agreement. NOW, THEREFORE, taking into account the premises and mutual promises in this agreement and other good and valuable considerations, the receipt and sufficiency of which is recognized by Sprint and the Embarq Group, Sprint and the Embarq Group hereby agree as follows: 1. Embarq Marks. Sprint assigns Embarq all its right, title and interest in the assigned Marks, including relevant trademark applications and registrations, and all trademarks associated with the Assigned Marks. Embarq shall register the attached Allocation Memorandum as Annex C, as it deems necessary and at its sole expense. Sprint will take additional steps and sign additional documents as reasonably requested by Embarq to refine this assignment. 1.1 Sprint acknowledges that the Embarq Group owns all rights, titles and interests in and to the Assigned Marks and other trademarks owned by the Embarq Group set forth in Appendix D, as the parties may agree to modify each other from time to time (together, the Embarq Marks), and Sprint further acknowledges that, subject to Section 1.3 , has no ownership interest in the Embarq Marks and will not acquire any ownership interest in the Embarq Marks under this agreement. Sprint will take additional action and sign additional documents as reasonably requested by Embarq to ensure trademark registration or other intellectual property protection for embarq Marks. 1.2 Sprint shall not at any time allow or knowingly allow you to perform any act or thing that may or may reasonably prejudice the rights of the Embarq Group in and to the Embarq Marks or adversely affect the validity of the Embarq Marks. 1.3 For the avoidance of doubt, Sprint may use parts of the Embarq Marks that reasonably determine that they are descriptive or generic. For example, although EMBARQ SELECT SOLUTIONS is an Embarq brand, Sprint may use SELECT SOLUTIONS without violating this Agreement. 2. Sprint Marks License. Subject to the terms and conditions of this agreement, the Embarq Group shall have a non-exclusive and revocable right (under Section 7.1), royalty-free, to use the Sprint Marks in the development of its business in a manner substantially consistent with its current use throughout the Legislature (as defined in Paragraph 6). The Embarq Group acquires no right or interest in any other trademark, service mark, corporate name, trade name, trademark, logo or any other indication. The Group you will also have a revocable, non-exclusive, royalty-free right to use the Sprint Marks in combination with the Embarq Marks consistent with your use in Appendix E and other mutually agreed uses, with the descriptive phrases "our telecommunications company is becoming EMBARQ and Your telecommunications company is now EMBARQ. The Embarq Group agrees that it will not use the Sprint Marks in connection with any domain name, except as permitted in the Transitional Services Agreement. 3. Property of sprint marks. The Embarq Group acknowledges that Sprint owns all rights, titles and interests in and to the Sprint Marks, and the Embarq Group further acknowledges that it has not acquired any ownership interest in the Sprint Marks and will not acquire any ownership interest in the Sprint Marks due to this agreement. Any goodwill to the Embarq Group's use of the Sprint Marks will ensure Sprint's benefit. 3.1 The Embarq Group shall not at any time or knowingly allow any act or thing that may or may reasonably affect Sprint's rights within and outside the Sprint Marks, adversely affect the validity of the Sprint Marks or disparage or defame Sprint. 4. Protection of trademark rights. If the Embarq Group is aware of any activity that amounts to possible illegal infringement or interference with the Sprint Marks or any part of the Sprint Marks, the Embarq Group will immediately notify Sprint of any unlawful infringement or interference and, at Sprint's request, provide Sprint with reasonable assistance and cooperation. Sprint, in its sole discretion, will determine the course of action to be taken. Sprint will reimburse the Embarq Group for all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees, incurred as a result of such assistance and cooperation. 2.5. Quality control. Any use of the Sprint Marks by the Embarq Group will be in accordance with Sprint's high quality standards as exemplified by Embarq's past use of the Sprint Marks. The Embarq Group shall adhere to the guidelines for the use of attached trademarks as Annex F. The Embarq Group will provide representative samples of your use of the Sprint Marks at Sprint's request, but Sprint will not request samples more frequently than once every six months (except as reasonably necessary to confirm Embarq's cure for a violation of material noted under Section 7.1). 6. Compensation. All claims for compensation with respect to the subject matter of this Agreement shall be governed by Article 6 of the Distribution Agreement, as if that Article were incorporated directly into this Agreement. 7. Term. This Agreement shall be in force for 24 months after the effective date, unless terminated earlier as provided in this Section 7 or extended by mutual agreement of the parties (the Term). 7.1 Subject to 13, either party may terminate this agreement after 60 days of written notice if the other party materially fails to comply with this agreement and does not cure the violation to the reasonable satisfaction of the non-violating party within that 60-day period. 7.2 Upon termination or expiration of this Agreement, the rights and license granted hereto shall be returned to Sprint, and the Embarq Group shall thereafter not use the Sprint Marks in any way except as provided for in this Section 7.2. Any remaining inventory of Embarq Group products under the control of any Embarq Group member with the Sprint Marks will be returned to Sprint or destroyed, or otherwise disposed of by Sprint, in Sprint's sole discretion. If destroyed, Embarq will provide Sprint with written confirmation that all these items have been destroyed and the form of destruction. For the purposes of this agreement, any use of opaque overlays or stickers on the products shall be deemed a destruction of the products, provided that the overlays and stickers are of good quality, cannot be easily removed and completely masked the Sprint Marks, to Sprint's satisfaction. The Embarq Group will use commercially reasonable efforts to eliminate the use of the Sprint Marks prior to termination or expiration of this agreement. But the parties acknowledge that certain references or uses of the Sprint Marks may be impractical or impossible to identify and replace by termination or expiration of the agreement. Examples of these uses include the incidental appearance of sprint marks on utility poles, sewer covers or right-of-way markers. Any incidental or minimus use will not be deemed a breach of this agreement. 7.3 All rights or obligations arising under this Agreement prior to the effective termination date and any rights or obligations arising under this Agreement, if applicable, shall remain in effect after termination. Termination of this agreement shall not be a waiver of any other resources available to Sprint or the Embarq Group. 3.8. Reservation of rights. Sprint reserves all its rights relating to the subject matter of the present case not specifically granted in this agreement to the Embarq Group. 9. Relationship of the Parties. This Agreement does not constitute any member of the Embarq Group as An Agent or Legal Representative of Sprint and does not constitute Sprint as an agent or legal representative of any member of the Embarq Group. Neither the Embarq Group nor Sprint shall have any right or authority to assume or create any obligation or liability, express or implied, on behalf of or on behalf of the other, or to link to the other in any way. 10. No assignment. No member of the Embarq Group shall transfer or assign, by contract, by operation of law, by merger, by corporate change or by acquisition or otherwise, any of the rights sprint granted in this agreement to any bankrupt trustee, judicial recipient, firm, corporation or any Person without Sprint's prior written consent. Any attempt to assign or delegation in contravention of this provision shall be void. 11. Notices and Statements. All notices to the intended parties agree will be sent in accordance with the provisions of Section 8.04 of the Distribution Agreement, as if that Section were incorporated directly into this agreement, except that any notice to any member of the Embarq Group will be sent to Embarq and will be deemed received by all members of the Embarq Group. 12. Applicable Law. The validity, interpretation and application of this Agreement shall be governed by the laws of the State of Delaware. In addition to the choice of legal provisions thereof. 13. Dispute Resolution. Any party may notify the other party of any unresolved dispute in the normal course of business. Within five business days of the delivery of such notice, the appropriate levels of brand manager at Sprint and Embarq will meet at a mutually acceptable time and place (including through conference call), and as often as reasonably deem necessary, to exchange relevant information and attempt to resolve the dispute. If the parties are unable to resolve the dispute at the brand manager level within 10 business days of delivery of the notice, the director levels responsible for brand management at Sprint and Embarq will meet and attempt to resolve the dispute. If the parties are unable to resolve the dispute at the director level within 20 business days of delivery of the notice, the Vice Presidents responsible for Sprint and Embarq will meet and attempt to resolve the dispute. If, after 30 business days of delivery of the notice, the parties are unable to resolve the dispute at the Vice President level, the Sprint and Embarq Main Operational Offerings will meet and attempt to resolve the dispute. If, after 60 business days of delivery of the notice, The Chief Operating Officer is unable to resolve the dispute, the parties may resort to any other of their rights and remedies under this Agreement or otherwise. 14. Partial invalidity. Any non-material provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of invalidity or unenforceability without leaving the remaining 4 provisions of this Agreement invalid or unenforceable or affect the validity or enforceability of any provision of this Agreement in any other jurisdiction. The parties shall negotiate in good faith to amend this agreement to replace unexplained language with enforceable language that reflects as closely as possible the intention of the parties. 15. Amendment of the Agreement and Waiver. This agreement cannot be except for a letter executed by Sprint and Embarq. The fact that a party does not enforce one or more of the agreement or to exercise any option or other rights hereby or to enforce or any of the obligations hereby shall not be construed as a waiver of such provisions by such party or, in any way, affect the validity of this Agreement or the right of such party to enforce any and all provisions of this Agreement , or prevent such party from taking any other action at any time that it legally has the right to take. 16. Remedies. If Sprint notifies the Embarq Group that the Embarq Group is using a Sprint Mark beyond an Expiration Date set out in Annex B, and that violation was inadvertent, then the Embarq Group must cure that violation within 30 days of Sprint's notification (or such longer period of time that is reasonably necessary if the violation cannot be cured within 30 days) and advise Sprint of its action Corrective. If Sprint notifies the Embarq Group that the Embarq Group has violated this Agreement, and that breach was intentional and unrelated to the Embarq Group's Sprint disversion, then the Embarq Group must cure that violation within five business days of Sprint's notice and advise Sprint of its corrective action. If the Embarq Group does not heal an infringement as required by this Section, Sprint may seek other remedies it has in law or in equity. 16.1 In the event that Sprint uses any remedy offered by this Agreement, Sprint shall not be deemed to have waived any other rights or recourse available to you under this Agreement or otherwise. 17. Complete Agreement. This agreement, together with the Distribution Agreement and the Ancillary Agreements represents the entire agreement of the parties in connection with the matters described in this Agreement, and no prior representation or agreement, whether written or oral, shall be binding on any party unless incorporated into this agreement or agreed by the party in a letter signed by the party on or after the date of this agreement. SPRINT NEXTEL CORPORATION (Corporate Seal) By: Name: Title: Date: 5 [EMBARQ CORPORATION] (Corporate Seal) By: Name: Title: Date: [EMBARQ MEMBER] (Corporate Stamp) By: Name: Title: Date: [EMBARQ MEMBER] (Corporate Stamp) (Corporate Stamp) By: Name: Title: Date: [EMBARQ MEMBER] (Corporate Seal) By: Name: Title: Date: 6 [EMBARQ Member] (Corporate Seal) By: Name: Title: Date: 7 ATTACHED A FILE ATTACHED A U.S. MARK ASSIGNED. REGISTRATION NO. Digilink 1954862 Empowered Education 2919850 Line Guard 2020331 MessageLine 1615321 OneOneOne 2668261 SignalRing 2871122 Translink 1954863 B ATTACHMENT B SPRINT MARKS SPRINT 9 ATTACHMENT C ASSIGNMENT MEMORANDUM THIS ASSIGNMENT Sprint Nextel Corporation, Kansas Kansas (Assignor), to Embarq Corporation, a Delaware corporation (Embarq) is effective, 2006. RECITALS • The Assignee owns the trademarks and the Registry no. below (together, the Marks); and • Embarq wants to acquire Assignor's right, title and interest in and to the Marks. ASSIGNMENT THEREFORE, for good and valuable consideration, the receipt of which is recognized, Assignor irrevocably assigns to Embarq all rights, title and interest in and to the Marks, the goodwill of the company associated with the Marks, and the corresponding trademark registrations of ee. USA: MARK U.S. REGISTRATION NO. Digilink 1954862 Empowered Education 2919850 Line Guard 2020331 MessageLine 1615321 OneOneOneOne 2668261 SignalRing 2871122 Translink 1954863 ASSIGNOR: SPRINT NEXTEL CORPORATION By: Su: Date: 10 ATTACHMENT D MARKS PROPERTY OF EMBARQ GROUP MARK Serial/Reg. No Centel Cellular 1522107 Premier 1526635 Premier 1540516 Premier 1520910 Premier 1549188 Premier 1542285 ProtegeVoice 2342178 Tel-A-Mart 1122349 Monitor 1440607 Digilink 1954862 Empowered Education 2919850 Line Guard 2020331 Message Line 161532 OneOneOne 2668261 SignalRing 2871122 Translink 1954863 Graphite Networks 78581848 Premier 1329316 Protégé 2204138 Other Embarq Brands: Embarq Pinnacle Embarq Clear Package Embarq Clear Plus Embarq Select Solutions Embarq Solid International Solutions Embarq Solid Solutions 11 ATTACHMENT AND ALLOWED COMBINED USE OF SPRINT MARKS AND EMBARQ MARKS 12 ATTACHMENT F SPRINT MARK GUIDELINES 13 The sprint logo is at the core of our visual identity and must be reproduced using original art. Approved illustrations are available to Sprint partners in . Artworks are also available to agencies in www.sprint.com/brand The Sprint logo should never be altered in any way or used as part of a business unit name, product name or service name. The logo should never appear as part of a sentence. Trademark Use The Sprint name and logo are registered trademarks. The display ® be used on all printed materials except stationery, business cards and signs. If you have trademark-related questions, visit the Sprint Law Department at Logo Size The minimum size away from the sprint logo is one inch measured horizontally. However, certain standard printing applications have minimum sizes greater than one inch. See the full Sprint brand identity standards in for the correct sizes for these applications. Preferred minimum size color version alternative version of version in a grey sprint background of a color Reverse version, Preferred sprint red background position and logo staging area alignment The staging area is a clear, clear space surrounding the Sprint logo. The minimum text area is equal to the full height of the Sprint diamond. Logo placement The Sprint logo must be placed on top or bottom of 20% of any printed communication. It is preferred that the left side allow vertical alignment. Vertical alignment Vertical alignment is one of the most important features of printed sprint communications. Aligning with the logo creates a structured relationship between it and the other elements on a page, helps you stand out, and helps maintain a clean layout. To achieve vertical alignment, key design elements must align with the left edge of the S in the Sprint logo. Note that enough elements need to be aligned to make sure the alignment is obvious and impactful. Horizontal Alignment Limiting text that may appear on the horizontal axis of the logo helps to emphasize the logo and ensure a clean design. For this reason, only minor text elements can sit on the horizontal axis (along the logo baseline). These include page numbers, dates, form numbers, free numbers, or URLs. Only one of these elements can be used at a time, and should be placed as far away from the logo as possible. In addition to the items listed above, you can also use an approved label line on the horizontal axis of the logo. Approved tags are those that are used consistently in all communications in a business unit or corporate message. For information about approved labels, visit the brand's website or contact CBM. Vertical Alignment Horizontal Alignment Color Sprint Red, Sprint Grey and White are closely associated with the Sprint brand and must master each piece. Sprint Gray can be used in eyes of 20%, 40%, 60% and 80%. Sprint colors should be used in the correct proportions: • 30% of a communication must be reserved for white space, the remaining 70% for content. • The maximum ratio of Sprint Red to White is 50%. • Sprint Grey is required and must be at least 30%, but no more than 50% of the Sprint Red amount. The secondary color palette should be used only for the accent and in the correct proportions. Note that it exists exclusively to support the primary palette (Sprint Red, Sprint Gray, and White), so never use secondary colors for the type or as a large background color field. In the design, the secondary colors should not be more than 1/4 the amount of Sprint Network. note that the samples on this page are coated color. Unso cooked colors and stock may produce slightly different shades of color than shown here. The colors shown throughout this manual have not been evaluated by Pantone, Inc. for precise PANTONE color standards® and may not match PANTONE color standards. For precise PANTONE The standards refer to the current edition of the PANTONE Color Formula Guide. PANTONE® is a registered trademark of Pantone, Inc. used under license. Typography Univers and Garamond are the only two sprint typography approved. Use only the versions of the Univers and Garamond fonts shown on the right; other styles are not allowed. For all communications, follow these rules: • Set type to uppercase and lowercase. Use all caps only to emphasize a single word, such as FREE. • Align the shell type to the left and right unevenly. • Never change kerning or letter cutting. • Adjust the type only in red, sprint gray, white, or black sprint. • Never distort typography or add effects. Univers Univers is for displaying text (holders, banners, etc.), short copy of the body and when a call to action is placed near the sprint logo. Garamond Garamond Book can only be used for body copying. No other weights should be used. Garamond Book Italic and Bold should only be used to emphasize an occasional word or phrase within the text. Sprint employees can download approved families of both fonts from the brand's site at Photography Photography These five guidelines should guide all their decisions when choosing images. Images must: • Support the message. • Be of high quality. • professionally trimmed or retouched. • Reflect a benefit associated with the message. • Not obvious or overused. • Supports Sprint brand attributes. Illustrations In certain applications, illustration may be more effective than photography or text. Follow the rules below for all illustrations; • Use only illustrations with clean lines that are easy to understand. • Illustrations can only be reproduced in primary or secondary sprint colors. • Use only professional and contemporary-looking illustrations. • Use illustrations that meet sprint brand positioning. • Avoid incorporating text except when it is symbolic and intuitive (such as STOP in a stop sign). To access pre-approved photography options, go to the Sprint Image Library in www.sprint.com/imagelibrary How to use the Sprint name The Sprint name normally, all sprint products and services are named Sprint. This strategy helps convey a single brand across all communications, reinforcing our leading role in the industry and enables each product to benefit from all advertising and marketing initiatives. The Sprint logo should never be used as part of a product or service name. The name of the Sprint product or service should never be altered by graphic element, including lines or color changes. In Printed Materials The appropriate trademark designation should be used in the first mention of the product name in text and in the most prominent use of the product or service name in a printed document. Sprint in copy Just as our logo should not be altered, our name must also remain unchanged. Changes. Never use the name sprint as a verb, as in Sprint ahead! • Never use the name Sprint as an unrelated noun, as in the final Sprint. • Avoid using Sprint on the possessive, such as Sprint's Brand Sprint. For additional information regarding the use of Sprint trademarks and the Sprint trade name, please visit http://pinpoint.corp.sprint.com/law/law/generalservices/trademark/ The Sprint Brand The Sprint Brand is not simply our logo, name, product or even our company. It is a promise of an expected experience with our products and our company. For our customers to trust us, our brand must constantly communicate at every point of contact in every communication and environment. Sprint brand positioning Sprint brand positioning has been updated in 4Q04 to reflect changes in our company. The updated positioning links to our corporate strategy and serves as a unifying statement that sets the focus for the company. Sprint challenges the way things are to provide the best customer experience • Being easier to do business • Providing useful innovation • Delivering complete solutions This positioning is both aspirational and plausible. Drive all parts of the company to deliver the benefit of positioning to employees and customers. The individual positions of the business units are linked to this general positioning. For more information about the Sprint brand or the standards described in this overview, visit www.sprint.com/brand. For specific questions, contact Corporate Brand Management at 800-627-2635, or email brandgroup@mail.sprint.com brandgroup@mail.sprint.com

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