



Trademark License Agreement

This Trademark License Agreement (the “Agreement”) is by and between Old Second National Bank, a national banking association, d/b/a FreedomRoad Financial (“Licensor”), and the dealership signing this Agreement below (“Licensee”) as of the date executed by Licensee (“Effective Date”).

WHEREAS, Licensor is the owner of the trademark rights in the marks for “FreedomRoad Financial” and for “FreedomRoad Financial, Get Out and Ride”, United States Patent and Trademark Office Registration Nos. 3274017 and 3284844, respectively, for various financial services, etc. in class 36, (hereinafter referred to as the “Marks”).

WHEREAS, Licensor is willing to provide, on the terms and conditions contained in this Agreement, a non-exclusive, limited license of the Marks to Licensee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. License. Licensor hereby grants to Licensee a non-exclusive, non-transferable, royalty-free license to use the Marks in the United States, during the Term (as defined below) and on the terms and conditions contained herein, solely for the purpose of including the Marks on Licensee’s website to indicate that Licensor provides financing services to customers of Licensee. Licensee may include the words and images contained in the Marks on Licensee’s website subject to Licensor’s initial and continuing approval. Licensee shall not alter or modify the content or appearance of the Marks in any way or include additional words or images in conjunction with the Marks that would cause confusion or mislead any individual or otherwise cause harm to the reputation of Licensor. Licensee shall not include any language in conjunction with the Marks related to the terms of financing without the express prior written approval of Licensor.

2. Sublicensing and Assignment. This license shall not be sublicensed but is fully assignable to any successor-in-interest to Licensee’s business, subject to Licensor’s prior written consent, and Assignee’s written agreement to be bound by all the terms of this Agreement.

3. Ownership of Marks. Licensee acknowledges that Licensor is the sole owner of the Marks and all goodwill associated therewith. Licensee shall not take any action that is inconsistent with Licensor’s ownership of the Marks.

4. Quality Control. Licensee agrees to use the Marks in accordance with all local, state, and federal laws and regulations and only in a lawful and first-class manner to protect and maintain the high-quality reputation and goodwill of the Marks.

5. Indemnification of Licensor. Solely with respect to the license of the Marks and without amending, overriding, or terminating any other indemnity obligations between the parties under any other agreements, Licensee shall indemnify and hold Licensor harmless from and against any and all third-party claims, actions, causes of action, demands, liabilities, damages, losses, costs, expenses, and attorney’s fees, etc., arising from or with respect to any action, inaction or activities by Licensee in connection with the license of the Marks.

6. Term and Termination. This Agreement shall commence on the Effective Date and continue until terminated by either party by written notice of such termination. Upon termination, Licensee shall immediately cease using the Marks in any manner whatsoever.

7. Enforcement and Protection. Licensor makes no representations or warranties, including as to non-infringement of the trademark rights of any third parties, relative to the licensed use of the Marks. Licensee shall promptly notify Licensor of any third-party unauthorized uses or misuses of the Marks or variations thereof about which Licensee becomes aware. Licensee shall promptly provide Licensor with written notice of any claim of infringement, misuse or the like commenced or threatened to be commenced against Licensee in connection with its use of the Marks.

8. Relationship of the Parties. Nothing in this Agreement shall be construed to place the parties in the relationship of partners, joint venturers or franchisor/franchisee. Except for this Agreement, neither party shall have the power to obligate or bind the other party.

9. Successors. This Agreement shall be binding upon and inure to the benefit of Licensee and Licensor, and their respective principals, affiliates, subsidiaries, successors, and permitted assigns.

10. Notices. Any notices required under this Agreement shall be delivered in writing as follows: (a) if to Licensor, to Old Second National Bank, Attn: General Counsel, 1515 West 22nd Street, Suite 100W, Oak Brook, IL 60523; and (b) if to Licensee, to the address designated in the signature section below.

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11. Entire Agreement. This Agreement embodies the complete and entire agreement between the parties relating to the subject matter hereof. For the purpose of clarity, this Agreement shall not be deemed to amend, supersede, or terminate any other agreements between the parties which are not specific to the grant of the license to the Marks.

12. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Illinois, without application of the principles of comity or conflicts of laws, and jurisdiction and venue for the dispute hereunder shall be vested in the state or federal courts in Cook County, Illinois.

13. Amendments. This Agreement may not be amended without the prior written consent of both parties hereto.

IN WITNESS WHEREOF, the parties intending to be mutually bound, have caused this Agreement to be executed as of the last date below.

Licensor:

Old Second National Bank

/s/Old Second National Bank

Licensee:

Dealer Name

Dealer Representative

Representative Title

Dated: _____