

**NATIONAL REVERSE MORTGAGE LENDERS ASSOCIATION  
COLLECTIVE MEMEBERSHIP TRADEMARK LICENSE AGREEMENT**

This collective membership trademark license agreement (this "Agreement") is made effective the \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the National Reverse Mortgage Lenders Association, a District of Columbia association (the "Association"), and \_\_\_\_\_, a \_\_\_\_\_ (the "Licensee").

WHEREAS, the Association, in furtherance of a purpose to promote and educate the public on reverse mortgages, has developed an Association logo which it desires to be used by its members in conjunction with the word "Member" as a collective membership mark (the "Mark", a copy of which is attached hereto in the Attachment to this Agreement);

WHEREAS, the Licensee, is a member in good standing of the Association and is desirous of having the right to use the Mark as set forth in this Agreement; and

WHEREAS, the parties hereto desire to record their understandings with respect to the Licensee's use of the Mark.

NOW, THEREFORE, in consideration of the mutual promises contained herein and good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. License. Subject to the terms and conditions set forth in this Agreement, and only so long as Licensee shall remain a Member in good standing of the Association, the Association grants to the Licensee a non-exclusive right and license to use the Mark on the Licensee's letterheads, correspondence, and advertising and promotional materials to indicate that the Licensee is a member of the Association ("Permitted Uses"). The Licensee acknowledges that this license is personal to the Licensee. Neither the license, nor any rights under the license, may be transferred, assigned, or sublicensed to third parties. The Licensee's parents, subsidiaries, and affiliated entities are not authorized to use the Mark.

2. Non-Permitted Uses. The Licensee shall not use the Mark on any product or product packaging, nor in any manner that suggests or implies, directly or indirectly, that the Association approves, certifies, or endorses any product or practice of the Licensee. The Mark may not be used in any manner that disparages the Association or the Association's members, products, or services. Neither the Mark nor any portion of the Mark may be displayed as a feature or design element of any other mark. The Association has the right from time to time to request samples of the Licensee's use of the Mark, which the Licensee shall provide to the Association within ten (10) business days of the request, to confirm that the use of the Mark is consistent with this Agreement.

3. Display of the Mark. The Licensee will not alter, delete, or amend the Mark except with respect to size and/or removal of color. The Licensee's use of the Mark will be of such size as to permit legibility of the wording. The Licensee may use the colors set forth in the Attachment or may use black, white, and shades of gray.

The Licensee may only use the entire Mark as shown in the Attachment and in particular may not display or use the design portion of the Mark without the word "Member". The Licensee shall display appropriate symbols of the Association's ownership of the Mark (i.e., ® and ™, as appropriate) with the Mark. If the Mark is displayed on the Licensee's website, the Mark must be an active link to the Association's then current homepage (which currently is <http://www.reversemortgage.org>); the "ALT" tag must read "National Reverse Mortgage Lenders Association".

4. Ownership of the Mark. The Licensee acknowledges the ownership of the Mark by the Association, agrees that it will do nothing inconsistent with such ownership, and agrees that all uses of the Mark by the Licensee shall inure to the benefit of the Association. The Licensee agrees that nothing in this Agreement shall give the Licensee any right, title, or interest in the Mark other than the right to use the Mark in accordance with this Agreement, and the Licensee agrees that it will not attack the ownership or title of the Association to the Mark and will not attack the validity of this Agreement. Moreover, the Licensee shall not at any time knowingly do or cause to be done any act or thing which will directly or indirectly adversely affect the status or character of the Mark as a trademark or collective membership mark.

5. Termination of Agreement. This Agreement will terminate automatically if the Licensee ceases to be a Member of the Association in good standing. The Association reserves the right to terminate this Agreement if, in the sole opinion of the Association, the Licensee: (i) misuses the Mark; (ii) uses the Mark in such a manner as will likely mislead or deceive the public or purchasers; (iii) fails to adhere to the Association's Code of Ethics and Professional Responsibility; or (iv) fails to comply with any term of this Agreement or any federal, state, or local law, regulation or ordinance. Upon termination or cancellation of this Agreement for any reason, the License shall cease and Licensee shall immediately cease the use or distribution of any materials containing the Mark.

6. Assistance in Policing of the Mark. In the event that any infringement, threatened infringement, or misuse of the Mark by any third party is brought to the attention of the Licensee, the Licensee shall notify the Association as soon as possible of all the facts known, or readily available, to it relating to such infringement, threat of infringement, or misuse. In such event, the Licensee shall provide all information and assistance in its power to assist the Association in any action, suit, or other proceeding, relating to such infringement, threatened infringement, or misuse; provided, however, that the institution and maintenance of litigation or other proceedings in connection therewith shall at all times be at the sole discretion and expense of the Association.

7. Assistance in Maintenance of the Mark. The Licensee shall assist the Association (at the Association's sole expense) in maintaining the Mark as a valid and subsisting collective membership mark, in supplying any records, documents, or material requested by the Association in connection with applications by the Association for the registration of the Mark, and in preserving and supporting in valid and enforceable condition any and all registrations thereof.

8. Use of Similar Marks. The Licensee acknowledges and agrees that it shall not at any time, either during the term of this Agreement or thereafter, adopt or use any trademark, service mark, collective membership mark, trade name, business style, or form advertisement of such similarity to the Mark that such use of such other mark would be likely to cause confusion, mistake or deception with the Mark.

9. Indemnification. The Licensee will indemnify and hold harmless the Association, its officers, directors, and staff against any and all claims, judgments, actions, losses, settlements, expenses or costs of any sort (including reasonable attorneys' fees) (collectively "Claims") arising out of the Licensee's use of the Mark (excepting Claims that the Mark infringes another mark). This Section 9 shall survive the termination of this Agreement.

10. Further Assurances. Each party shall execute and deliver such further assurances as may be reasonably requested by the other party to fully effectuate the provisions and intent of the license described herein.

11. Injunctive Relief. The Licensee acknowledges and agrees that compliance with the terms of this Agreement is necessary to protect the goodwill and other proprietary interests of the Association and that a breach of this Agreement by the Licensee would result in irreparable and continuing harm to the Association for which there would be no adequate remedy at law. Accordingly, the Licensee agrees that in the event of any breach of this Agreement: (i) the Association shall be entitled to injunctive relief and/or specific performance; (ii) the Licensee shall not oppose such relief on the grounds that there is an adequate remedy at law; and (iii) such equitable remedy shall be cumulative and in addition to any other remedies at law or in equity (including monetary damages) which may be available to the Association. The provisions of this Section 11 shall survive the termination of this Agreement.

12. Governing Law and Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the District of Columbia, excluding principles of conflicts of laws, and the United States of America. Any action arising under this Agreement shall be brought in the courts of the District of Columbia and both parties consent to the jurisdiction of those courts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their respective official seals (if any) to be hereunto affixed, by their respective officers who are duly authorized so to do.

LICENSEE:

ASSOCIATION

By: \_\_\_\_\_

By: Darryl Hicks \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Vice President, Communications