

04-19-2002



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

One Valley Bancorp, Inc.

4.11.02

- Individual(s) Association General Partnership Limited Partnership Corporation-State West Virginia Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: July 6, 2000

2. Name and address of receiving party(ies)

Name: BB&T Corporation

Internal Address: P.O. Box 1255

Street Address:

City: Winston- State: NC Zip: 27102

Salem

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State North Carolina

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Reg. No. 2,318,653 - CSB FINANCIAL CORPORATION

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian M. Davis, Esq.

Internal Address: Alson & Bird LLP

Bank of America Plaza

Street Address: 101 S. Tryon Street, Suite 4000

City: Charlotte State: NC Zip: 28280-4000

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

16-0605

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian M. Davis Name of Person Signing

Signature

4-1-02 Date

Total number of pages including cover sheet, attachments, and document:

13

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Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002486 FRAME: 0838

STATE OF NORTH CAROLINA



Department of The
Secretary of State

To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF MERGER

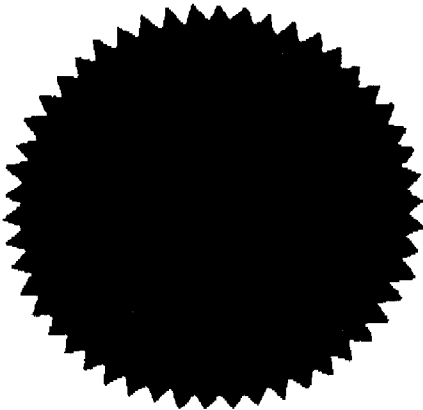
OF

ONE VALLEY BANCORP, INC.

INTO

BB&T CORPORATION

the original of which was filed in this office on the 6th day of July, 2000.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 6th day of July, 2000.

Elaine F. Marshall

Secretary of State

20 188 9086

**ARTICLES OF MERGER
OF
ONE VALLEY BANCORP, INC.
INTO
BB&T CORPORATION**

SOSID: 0210719
Date Filed: 7/6/2000 1:55 PM
Elaine F. Marshall
North Carolina Secretary of State

The undersigned corporations, pursuant to Section 31-1-36 of the West Virginia Corporation Code (the "WVCA") and Section 55-11-05 of the North Carolina Business Corporation Act (the "NCBCA"), hereby execute the following Articles of Merger.

ONE

The merger of One Valley Bancorp, Inc., a West Virginia corporation ("One Valley"), into BB&T Corporation, a North Carolina corporation ("BB&T"), shall be in accordance with the Plan of Merger attached hereto as Exhibit I (the "Plan of Merger"). BB&T will be the surviving corporation and will be governed by the laws of the State of North Carolina. The merger is permitted by the laws of West Virginia, One Valley's state of incorporation. One Valley has complied or shall comply with the applicable laws of West Virginia, its state of incorporation.

TWO

A. The Plan of Merger was submitted to the shareholders of One Valley by its Board of Directors in accordance with the provisions of Sections 31-1-34 and 31-1-38 of the WVCA and Section 55-11-03 of the NCBCA and was duly approved in the manner prescribed by law by the shareholders of One Valley on the 19th day of June, 2000. The number of outstanding shares of common stock, \$10.00 par value, of One Valley (the only class entitled to vote on the Plan of Merger) entitled to be cast with respect to the Plan of Merger and number of votes cast for, cast against and abstaining were:

<u>Outstanding Shares</u>	<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Not Voted</u>
33,685,862	25,698,933	646,514	96,061	7,244,354

B. The shareholders of BB&T were not required to approve the Plan of Merger.

THREE

These Articles of Merger shall become effective at 11:59 p.m. on July 6, 2000. Upon effectiveness of these Articles of Merger, BB&T hereby: (a) agrees that it may be served with process in the State of West Virginia in any proceeding for the enforcement of any obligation of One Valley and in any proceeding for the enforcement of the rights of a dissenting shareholder of One Valley against BB&T; (b) irrevocably appoints the

WINSTON #877383 v 4

Secretary of State of West Virginia as its agent to accept service of process in any such proceeding; and (c) agrees that it will promptly pay to the dissenting shareholders of One Valley the amount, if any, to which they shall be entitled under the provisions of Section 123, Article I, Chapter 31 of the Code of West Virginia with respect to the rights of dissenting shareholders.

The undersigned, each of BB&T and One Valley, declares that the facts herein stated are true as of July 6, 2000.

BB&T CORPORATION

By: Scott E. Reed
Scott E. Reed
Senior Executive Vice President and
Chief Financial Officer

and

By: Jerone C. Herring
Jerone C. Herring
Executive Vice President, Secretary and
General Counsel

ONE VALLEY BANCORP, INC.

By: _____
J. Holmes Morrison
Chairman of the Board, President and Chief
Executive Officer

and

By: _____
Merrell S. McIlwain, II
Senior Vice President, Secretary and
General Counsel

Secretary of State of West Virginia as its agent to accept service of process in any such proceeding; and (c) agrees that it will promptly pay to the dissenting shareholders of One Valley the amount, if any, to which they shall be entitled under the provisions of Section 123, Article 1, Chapter 31 of the Code of West Virginia with respect to the rights of dissenting shareholders.

The undersigned, each of BB&T and One Valley, declares that the facts herein stated are true as of July 6, 2000.

BB&T CORPORATION

By: _____
Scott E. Reed
Senior Executive Vice President and
Chief Financial Officer

and

By: _____
Jerone C. Herring
Executive Vice President, Secretary and
General Counsel

ONE VALLEY BANCORP, INC.

By: J. Holmes Morrison
J. Holmes Morrison
Chairman of the Board, President and Chief
Executive Officer

and

By: Merrell S. McIlwain II
Merrell S. McIlwain, II
Senior Vice President, Secretary and
General Counsel

STATE OF NORTH CAROLINA,
COUNTY OF FORSYTH, to-wit:

I, Vivian Thompson, a notary public, do hereby certify that on this 6th day of July, 2000, personally appeared before me Scott E. Reed, who, being by me first duly sworn, declared that he is Chief Financial Officer of BB&T Corporation, that he signed the foregoing document as Sr EVP & CFO of the Corporation, and that the statements contained therein are true.

My commission expires September 28, 2003.

[SEAL]

Vivian Thompson
Notary Public

STATE OF _____,
COUNTY OF _____, to-wit:

I, _____, a notary public, do hereby certify that on this _____ day of _____, 2000, personally appeared before me _____, who, being by me first duly sworn, declared that he is _____ of One Valley Bancorp, Inc., that he signed the foregoing document as _____ of the Corporation, and that the statements contained therein are true.

My commission expires _____.

[SEAL]

Notary Public

STATE OF _____
COUNTY OF _____, to-wit:

I, _____, a notary public, do hereby certify that
on this ____ day of _____, 2000, personally appeared before me
_____, who, being by me first duly sworn, declared
that he is _____ of BB&T Corporation, that he signed the
foregoing document as _____ of the Corporation, and that the statements
contained therein are true.

My commission expires _____

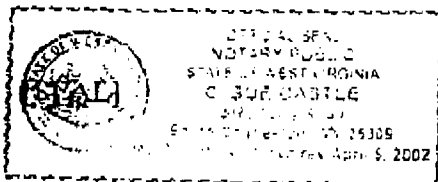
[SEAL]

Notary Public

STATE OF West Virginia
COUNTY OF Kanawha, to-wit:

I, C. Sue Castle, a notary public, do hereby certify that
on this 23rd day of June, 2000, personally appeared before me
J. Holmes Morrison, who, being by me first duly sworn, declared
that he is President of One Valley Bancorp, Inc., that he signed the
foregoing document as President of the Corporation, and that the statements
contained therein are true.

My commission expires 4-5-02



C. Sue Castle
Notary Public

EXHIBIT I

**PLAN OF MERGER
OF
ONE VALLEY BANCORP, INC.
INTO
BB&T CORPORATION**

Section 1. Corporations Proposing to Merge and Surviving Corporation. One Valley Bancorp, Inc., a West Virginia corporation ("One Valley"), shall be merged (the "Merger") into BB&T Corporation, a North Carolina corporation ("BB&T"), pursuant to the terms and conditions of this Plan of Merger (the "Plan of Merger") and of the Agreement and Plan of Reorganization, dated as of February 6, 2000 (the "Agreement"), by and between One Valley and BB&T. The effective time for the Merger (the "Effective Time") shall be set forth in the Articles of Merger to be filed with the Secretary of State of West Virginia and the Secretary of State of North Carolina. BB&T shall continue as the surviving corporation (the "Surviving Corporation") in the Merger and the separate corporate existence of One Valley shall cease.

Section 2. Effects of the Merger. The Merger shall have the effects set forth in Section 31-1-37 of the West Virginia Corporation Code (the "WVCA") and Section 55-11-06 of the North Carolina Business Corporation Act (the "NCBCA").

Section 3. Articles of Incorporation and Bylaws. The Articles of Incorporation and the Bylaws of BB&T as in effect immediately prior to the Effective Time shall become the Articles of Incorporation and Bylaws of the Surviving Corporation following the Effective Time until changed in accordance with their terms and the NCBCA.

Section 4. Conversion of Shares.

(a) At the Effective Time, by virtue of the Merger and without any action on the part of One Valley or the holders of record of the voting common stock, par value \$10.00 per share, of One Valley with rights attached issued pursuant to Rights Agreement dated October 18, 1995 between One Valley and One Valley Bank, National Association, as Rights Agent ("One Valley Common Stock"), each share of One Valley Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into and shall represent the right to receive, upon surrender of the certificate representing such share of One Valley Common Stock (as provided in Section 4(d)), the Merger Consideration (as defined in Section 5).

(b) Each share of the voting common stock of BB&T, par value \$5.00 per share, with rights attached issued pursuant to Rights Agreement dated December 17, 1996 between BB&T and Branch Banking and Trust Company, as Rights Agent, relating

WINSTON #877383 v 4

to BB&T's Series B Junior Participating Preferred Stock, \$5.00 par value per share ("BB&T Common Stock") issued and outstanding immediately prior to the Effective Time shall continue to be issued and outstanding.

(c) Until surrendered, each outstanding certificate which prior to the Effective Time represented one or more shares of One Valley Common Stock shall be deemed upon the Effective Time for all purposes to represent only the right to receive the Merger Consideration and any declared and unpaid dividends thereon. No interest will be paid or accrued on the Merger Consideration upon the surrender of the certificate or certificates representing shares of One Valley Common Stock. With respect to any certificate for One Valley Common Stock that has been lost or destroyed, BB&T shall pay the Merger Consideration attributable to such certificate upon receipt of a surety bond or other adequate indemnity as required in accordance with BB&T's standard policy, and evidence reasonably satisfactory to BB&T of ownership of the shares represented thereby. After the Effective Time, One Valley's transfer books shall be closed and no transfer of the shares of One Valley Common Stock outstanding immediately prior to the Effective Time shall be made on the stock transfer books of the Surviving Corporation.

(d) Promptly after the Effective Time, BB&T shall cause to be delivered or mailed to each One Valley shareholder a form of letter of transmittal and instructions for use in effecting the surrender of the certificates which, immediately prior to the Effective Time, represented any shares of One Valley Common Stock. Upon proper surrender of such certificates or other evidence of ownership meeting the requirements of Section 4(c), together with such letter of transmittal duly executed and completed in accordance with the instructions thereto, and such other documents as may be reasonably requested, BB&T shall promptly cause the transfer to the persons entitled thereto of the Merger Consideration and any declared and unpaid dividends thereon.

(e) The Surviving Corporation shall pay any dividends or other distributions with a record date prior to the Effective Time which have been declared or made by One Valley in respect of shares of One Valley Common Stock in accordance with the terms of the Agreement and which remain unpaid at the Effective Time, subject to compliance by One Valley with Section 5.9(b) of the Agreement. To the extent permitted by law, former shareholders of record of One Valley shall be entitled to vote after the Effective Time at any meeting of BB&T shareholders the number of whole shares of BB&T Common Stock into which their respective shares of One Valley Common Stock are converted, regardless of whether such holders have exchanged their certificates representing One Valley Common Stock for certificates representing BB&T Common Stock in accordance with the provisions of the Agreement. Whenever a dividend or other distribution is declared by BB&T on the BB&T Common Stock, the record date for which is at or after the Effective Time, the declaration shall include dividends or other distributions on all shares of BB&T Common Stock issuable pursuant to the Agreement, but no dividend or other distribution payable to the holders of record of BB&T Common Stock as of any time subsequent to the thirtieth day after the Effective Time shall be delivered to the holder of any certificate representing One Valley Common Stock until such holder surrenders such certificate for exchange as provided in this Section 4. Upon

surrender of such certificate, both the BB&T Common Stock certificate and any undelivered dividends and cash payments payable hereunder (without interest) shall be delivered and paid with respect to the shares of One Valley Common Stock represented by such certificate.

Section 5. Merger Consideration

(a) As used herein, the term "Merger Consideration" shall mean the number of shares of BB&T Common Stock (to the nearest ten thousandth of a share) to be exchanged for each share of One Valley Common Stock issued and outstanding as of the Effective Time and cash (without interest) to be payable in exchange for any fractional share of BB&T Common Stock that would otherwise be distributable to a One Valley shareholder as provided in Section 5(b). The number of shares of BB&T Common Stock to be issued for each issued and outstanding share of One Valley Common Stock (the "Exchange Ratio") shall be 1.28.

(b) The amount of cash payable with respect to any fractional share of BB&T Common Stock shall be determined by multiplying the fractional part of such share by the closing price per share of BB&T Common Stock on the NYSE at 4:00 p.m. eastern time on the Closing Date as reported on NYSEnet.com (or, if not reported thereon, another authoritative source).

Section 6. Conversion of Stock Options

(a) At the Effective Time, each option granted under One Valley's Amended and Restated 1993 Incentive Stock Option Plan and 1983 Incentive Stock Option Plan (collectively, the "Stock Option Plans") or otherwise to acquire shares of One Valley Common Stock then outstanding (and which, by its terms does not lapse on or before the Effective Time), whether or not then exercisable (a "Stock Option"), shall be converted into and become rights with respect to BB&T Common Stock, and BB&T shall assume each Stock Option in accordance with the terms of the Stock Option Plans, except that from and after the Effective Time (i) BB&T and its Compensation Committee shall be substituted for One Valley and the Compensation Committee of its Board of Directors administering the Stock Option Plans, (ii) each Stock Option assumed by BB&T may be exercised solely for shares of BB&T Common Stock, (iii) the number of shares of BB&T Common Stock subject to each such Stock Option shall be the number of whole shares of BB&T (omitting any fractional share) determined by multiplying the number of shares of One Valley Common Stock subject to such Stock Option immediately prior to the Effective Time by the Exchange Ratio, and (iv) the per share exercise price under each such Stock Option shall be adjusted by dividing the per share exercise price under each such Stock Option by the Exchange Ratio and rounding up to the nearest cent. Notwithstanding the foregoing, BB&T may at its election substitute as of the Effective Time options under the BB&T Corporation 1995 Omnibus Stock Incentive Plan or any other duly adopted comparable plan (in either case, the "BB&T Option Plan") for all or a part of the Stock Options, subject to the following conditions: (A) the requirements of (iii) and (iv) above shall be met; (B) such substitution shall not constitute a modification,

extension or renewal of any of the Stock Options which are incentive stock options; and (C) the substituted options shall continue in effect on the same terms and conditions as provided in the Stock Options and the Stock Option Plans under which they were granted. Each grant of a converted or substitute option to any individual who subsequent to the Merger will be a director or officer of BB&T as construed under Commission Rule 16b-3 shall, as a condition to such conversion or substitution, be approved in accordance with the provisions of Rule 16b-3. Each Stock Option which is an incentive stock option shall be adjusted as required by Section 424 of the Code, and the Regulations promulgated thereunder, so as to continue as an incentive stock option under Section 424(a) of the Code, and so as not to constitute a modification, extension, or renewal of the option within the meaning of Section 424(h) of the Code. BB&T and One Valley will take all necessary steps to effectuate the foregoing provisions of this Section 6. BB&T has reserved and shall continue to reserve adequate shares of BB&T Common Stock for delivery upon exercise of any converted or substitute options. As soon as practicable after the Effective Time, if it has not already done so, and to the extent One Valley shall have a registration statement in effect or an obligation to file a registration statement, BB&T shall file a registration statement on Form S-3 or Form S-8, as the case may be (or any successor or other appropriate forms), with respect to the shares of BB&T Common Stock subject to converted or substitute options and shall use its reasonable efforts to maintain the effectiveness of such registration statement (and maintain the current status of the prospectus or prospectuses contained therein) for so long as such converted or substitute options remain outstanding. With respect to those individuals, if any, who subsequent to the Merger may be subject to the reporting requirements under Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), BB&T shall administer the Stock Option Plans assumed pursuant to this Section 6 (or the BB&T Option Plan, if applicable) in a manner that complies with Rule 16b-3 promulgated under the Exchange Act to the extent necessary to preserve for such individuals the benefits of Rule 16b-3 to the extent such benefits were available to them prior to the Effective Time.

(b) As soon as practicable following the Effective Time, BB&T shall deliver to the participants receiving converted options under the BB&T Option Plan an appropriate notice setting forth such participant's rights pursuant thereto.

Section 7. Amendment. At any time before the Effective Time, this Plan of Merger may be amended, provided that no such amendment executed after approval by the One Valley shareholders of the Agreement and this Plan of Merger shall modify either the amount or the form of the consideration to be provided to holders of One Valley Common Stock upon consummation of the Merger.

WINSTON #877383 v 4