

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2008

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ocean Bank		12/31/2007	chartered bank: NEW HAMPSHIRE

**RECEIVING PARTY DATA**

Name:	Ocean Interim, fsb
Doing Business As:	DBA Ocean Bank
Street Address:	325 State Street
City:	Portsmouth
State/Country:	NEW HAMPSHIRE
Postal Code:	03801
Entity Type:	chartered bank: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	76302955	OCEAN NATIONAL
Serial Number:	76302956	OCEAN NATIONAL BANK
Serial Number:	77050340	OCEAN@WORK
Serial Number:	77353671	OCEAN BANK
Serial Number:	77353711	OCEAN BANK
Serial Number:	78842891	AN OCEAN OF POSSIBILITIES

**CORRESPONDENCE DATA**

Fax Number: (617)507-2449  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617-426-5553  
 Email: hiebert@samuelsTM.com  
 Correspondent Name: Timothy H. Hiebert

CH \$165.00 76302955

Address Line 1: Two International Place, 23rd Floor  
Address Line 4: Boston, MASSACHUSETTS 02110-4104

ATTORNEY DOCKET NUMBER:	CHITTENDEN
NAME OF SUBMITTER:	Timothy H. Hiebert
Signature:	/Timothy H. Hiebert/
Date:	09/05/2008

**Total Attachments: 16**

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# State of New Hampshire Banking

Filed
Date Filed: 12/31/2007
Effective Date: 01/01/2008
Business ID:
William M. Gardner
Secretary of State

Concord, New Hampshire 03301  
 Telephone: (603) 271-3561  
 FAX: Banking (603) 271-1090  
 FAX: Consumer Credit (603) 271-0750

PETER C. HILDRETH  
 BANK COMMISSIONER

ROBERT A. FLEURY  
 DEPUTY BANK COMMISSIONER

December 31, 2007

Mr. V. Gerard Comizio, Esq.  
 Thacher Proffitt & Wood LLP  
 1700 Pennsylvania Avenue, NW  
 Suite 800  
 Washington, DC 20006

**Re: BC-2007-28: Merger of Ocean Bank with and into Ocean Interim, fsb**

Dear Attorney Comizio:

The New Hampshire Banking Department is in receipt of your firm's December 27, 2007 request for parity with federal law and for waiver of the 30-day notice period as set forth in New Hampshire Administrative Rule BAN 523.02. The New Hampshire Banking Department, due to the urgent nature of this transaction, hereby approves the waiver of the 30-day notice period as set forth in BAN 523.02.

We have reviewed the following statutes and regulations thereof: 12 C.F.R. Section 5.33(f)(1), 12 C.F.R. Section 5.33(g)(3)(iii)(A) and 12 U.S.C. Section 214a and Section 214c. In this limited circumstance, due to the complexity of these mergers and organizational structure of the holding companies and other state regulated merging institutions, the New Hampshire Banking Department believes that waiving the notice by mail to out-of-state depositors is not in contravention of state law.

Therefore, the New Hampshire Banking Department finds (in this limited circumstance) parity with federal laws and regulations. The applicant's requirement to provide notice by mail to out-of-state depositors under RSA 388:11 is hereby waived. Since all other requirements have been met under RSA 388:1 et seq., we herein include the final authorization and approval of merger to be effective January 1, 2008. Please remember that in order to have a January 1 effective date, you must submit the approvals to the New Hampshire Secretary of State's Office on December 31, 2007.

Very truly yours,

Peter C. Hildreth  
 Bank Commissioner

State of New Hampshire  
 Merger (Banks) 16 Page(s)



T0800231041

**PETITION FOR AUTHORITY TO CONTRACT FOR UNION  
THROUGH MERGER PURSUANT TO RSA 388**

**Ocean Bank**

**And**

**Ocean Interim, fsb**

**AUTHORIZATION**

Pursuant to New Hampshire RSA 388:8, a petition was filed with the Bank Commissioner on September 19, 2007 to merge Ocean Bank, Portsmouth, New Hampshire with and into Ocean Interim, fsb, Portsmouth, New Hampshire. Copies of the Contract for Union (Merger Agreement) have also been subsequently filed. Notice of Merger shall be published in The Portsmouth Herald and the Union Leader once a week for three weeks.

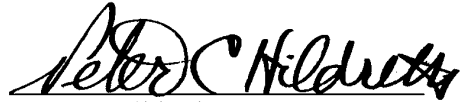
Pursuant to New Hampshire RSA 388:10, copies of the Consent in Lieu of Joint Meeting of the Sole Stockholder of Ocean Interim, fsb, have been filed from People's United Financial, Inc., in its capacity as the sole shareholder of People's United Bank, and People's United Bank, in its capacity as sole shareholder of Ocean Interim, fsb. Copies of the Consent in Lieu of Joint Meeting of the Sole Stockholder of Ocean Bank has also been filed from Chittenden Corporation, in its capacity as sole shareholder of Ocean Bank.

Pursuant to New Hampshire RSA 388:11 and the Bank Commissioner's Conditional Authorization dated November 28, 2007, copies of the Notice of Merger Certificates of Publication in The Union Leader and in the Portsmouth Herald have been filed with the Bank Commissioner. The requirement to mail notice to out-of-state depositors has been waived in this specific transaction.

Pursuant to New Hampshire RSA 388:9 and based on the statements made in the Petition, the Bank Commissioner finds that the public convenience and advantage and the interest of the institutions, their members, stockholders and depositors will be promoted by the proposed union. The Commissioner also finds that the proposed union can be made without reducing the amount standing to the credit of any depositor as of the effective date of the union and without the apparent necessity of then imposing some restriction on the withdrawal of funds by depositors. RSA 388:14 approval of name and charter powers shall be subject to the jurisdiction of the Office of Thrift Supervision.

The Merger by and between Ocean Bank and Ocean Interim, fsb shall be effective as of 12:01 a.m. on January 1, 2008.

Dated: 31 December 07



Peter C. Hildreth  
Bank Commissioner

## BANK MERGER AGREEMENT

This **BANK MERGER AGREEMENT** (this "Agreement") is dated as of January 1, 2008 by and between Ocean Interim, fsb, an interim federal stock savings bank whose main office is located in Portsmouth, New Hampshire ("Interim Bank"), and Ocean Bank, a New Hampshire-chartered commercial bank whose main office is located in Portsmouth, New Hampshire ("Bank").

**WHEREAS**, Interim Bank is the wholly-owned subsidiary of People's United Bank, a federal savings bank ("Buyer");

**WHEREAS**, Bank is the wholly-owned subsidiary of Chittenden Corporation, a Vermont corporation ("Company"); and

**WHEREAS**, Buyer desires Bank to merge with and into Interim Bank following the consummation of the merger of Company with and into the parent holding company of Buyer, People's United Financial, Inc. ("Parent") (the "Holding Company Merger"), pursuant to the Agreement and Plan of Merger, dated as of June 26, 2007, by and between Parent and Company (the "Holding Company Merger Agreement"); and

**WHEREAS**, all capitalized terms used in this Agreement without definition herein shall have the meanings ascribed to them in the Holding Company Merger Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Interim Bank and Bank hereto agree as follows:

Section 1. The Merger. Subject to the terms and conditions set forth in this Agreement and in the Holding Company Merger Agreement, pursuant to applicable federal laws and regulations, at the Effective Time (as defined herein), Bank shall merge with and into Interim Bank (the "Merger"). Interim Bank shall be the surviving entity (sometimes referred to herein as the "Surviving Bank") of the Merger and shall continue its corporate existence as a federal stock savings bank chartered and regulated by the Office of Thrift Supervision (the "OTS") following consummation of the Merger. Upon consummation of the Merger, the separate corporate existence of Bank shall cease.

(a) Name and Purpose. At the Effective Time (as defined below), the name of the Surviving Bank shall be "Ocean Bank." The purpose of the Surviving Bank shall be to exist as a federally-chartered stock savings bank and to engage in activities incidental thereto in a manner consistent with federal law.

(b) Charter. From and after the Effective Time, the charter of Interim Bank, an interim federal stock savings bank, and as in effect immediately prior to the Effective Time, amended to reflect that the name of the Surviving Bank specified in Section 1(a) above, shall be the charter of the Surviving Bank until amended in accordance with applicable law.

TRADEMARK

REEL: 003847 FRAME: 0467

(c) Bylaws. From and after the Effective Time, the bylaws of Interim Bank, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Bank until amended in accordance with applicable law.

(d) Capital Stock. From and after the Effective Time, (i) 2,010,000 shares of common stock of Bank, par value \$1.00 per share, representing all of the issued and outstanding common stock of Bank immediately prior to the Effective Time shall be cancelled, and (ii) 1,000 shares of common stock, without par value, of Interim Bank, representing all of the issued and outstanding common stock of Interim Bank immediately prior to the Effective Time shall remain issued and outstanding and shall constitute the only shares of capital stock of the Surviving Bank issued and outstanding following consummation of the Merger, until thereafter amended in accordance with applicable law and the charter of the Surviving Bank.

(e) Directors. The directors of the Surviving Bank immediately after the Effective Time shall consist of the directors of Bank in office immediately prior to the Effective Time. In addition, two executive officers of Parent shall join the board of directors of the Surviving Bank. Each of the directors of the Surviving Bank, as set forth on Exhibit A hereto, immediately after the Effective Time shall hold office until his or her successor is elected and qualified or otherwise in accordance with the charter and bylaws of the Surviving Bank.

(f) Officers. The officers of the Surviving Bank shall consist of the officers of Bank, in office immediately prior to the Effective Time. Each of the officers of the Surviving Bank immediately after the Effective Time, as set forth on Exhibit B hereto, shall hold office until his or her successor is elected and qualified or otherwise in accordance with the charter and bylaws of the Surviving Bank.

Section 2. Effects of the Merger. At and after the Effective Time, the Merger shall have the effects provided herein and set forth in the applicable provisions of the regulations of the OTS.

(a) Surviving Bank. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, the Surviving Bank shall be considered the same business and corporate entity as each of Interim Bank and Bank and thereupon and thereafter all the property, rights, privileges, powers and franchises of Interim Bank and Bank shall vest in the Surviving Bank, and all debts, liabilities, obligations, restrictions, disabilities and duties of Interim Bank and Bank shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Bank. Any reference to either of Interim Bank and Bank in any contract, will or document, whether executed or taking effect before or after the Effective Time, shall be considered a reference to the Surviving Bank if not inconsistent with the other provisions of the contract, will or document; and any pending action or other judicial proceeding to which either of Interim Bank and Bank is a party shall not be deemed to have abated or to have been discontinued by reason of the Merger, but may be prosecuted to final judgment, order or decree in the same manner as if the Merger had not been made or the Surviving Bank may be substituted as a party to such action or proceeding, and any judgment, order or

decree may be rendered for or against it that might have been rendered for or against either of Interim Bank and Bank if the Merger had not occurred.

(b) Deposits. All deposit accounts of Bank shall be and become deposit accounts in the Surviving Bank without change in their respective terms, maturity, minimum required balances or withdrawal value.

(c) Offices. At the Effective Time, the main office of the Surviving Bank shall be located in Portsmouth, New Hampshire. The former offices of Bank, as set forth on Exhibit C hereto, shall be operated as offices of the Surviving Bank immediately following the Effective Time.

Section 3. Conditions Precedent. The consummation of the transactions contemplated by this Agreement is specifically conditioned upon (i) receipt of all necessary regulatory approvals, including, but not limited to, the approval of the OTS pursuant to 12 C.F.R. § 563.22(a), the approval of the New Hampshire Banking Department, and the expiration of all applicable waiting periods with respect to the Merger; and (ii) the approval of the shareholders of each of Interim Bank and Bank of this Agreement and the Merger.

Section 4. Representations. Each of Interim Bank and Bank represents that this Agreement has been duly authorized, executed and delivered by such party and constitutes a legal, valid and binding obligation of such party, enforceable against it in accordance with the terms hereof.

Section 5. Effective Time. The Merger provided for herein shall become effective upon the acceptance by the OTS of the filing of articles of combination as provided in 12 C.F.R. § 552.13(j). The "Effective Time" of the Merger shall be as specified by the OTS on the articles of combination.

Section 6. Amendments. To the extent permitted by applicable federal banking law, this Agreement may be amended by a subsequent writing signed by the parties hereto upon the approval of the Board of Directors of each of the parties hereto.

Section 7. Termination. Consummation of the Merger contemplated hereunder is conditioned upon the satisfaction of all conditions set forth in Article VII of the Holding Company Merger Agreement. This Agreement shall terminate and forthwith become void automatically and without any action on the part of Interim Bank or Bank immediately upon the termination of the Holding Company Merger Agreement in accordance with Article VIII thereof and, except as set forth in Article VIII of the Holding Company Merger Agreement, there shall be no further liability on the part of Interim Bank or Bank upon such termination.

Section 8. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof and contains the entire agreement among the parties with respect to the subject matter hereof. This Agreement may not be amended, supplemented or modified, and no provisions hereof may be modified or waived, except by an instrument in writing signed by each party hereto. No waiver of any provisions hereof by either party shall be deemed a waiver of any other provisions hereof



by any such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

Section 9. Successors. This Agreement shall be binding on the successors of Interim Bank and Bank.

Section 10. Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the United States of America.

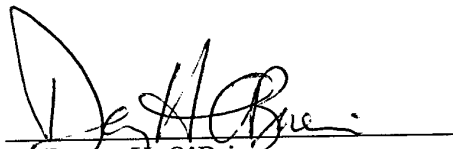
*(Remainder of page intentionally left blank.)*

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

**PEOPLE'S UNITED BANK**  
on behalf of OCEAN INTERIM, fsb


By: \_\_\_\_\_  
Name: William T. Kosturko  
Title: Chairman and President

**OCEAN BANK**

By:  \_\_\_\_\_  
Name: Danny H. O'Brien  
Title: President and  
Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

**PEOPLE'S UNITED BANK**  
on behalf of OCEAN INTERIM, fsb

By:   
Name: William T. Kosturko  
Title: Chairman and President

**OCEAN BANK**

By: \_\_\_\_\_  
Name: Danny H. O'Brien  
Title: President and  
Chief Executive Officer

**EXHIBIT A**

<b>Name</b>	<b>Occupation</b>	<b>Residence</b>	<b>Term Ends</b>
William T. Kosturko	Bank Officer	201 Water Street Guilford, CT 06437	2009
Susan D. Stanley	Bank Officer	445 Wild Flower Place Cheshire, CT 06410	2009
R. David Rosato	Bank Officer	10 Henley Way Avon, CT 06001	2009
Robert T. Trautmann	Bank Officer	43 Johnnycake Hill Road Old Lyme, CT 06371	2009
Eric J. Appellof	Bank Officer	162 Brooklawn Terrace Fairfield, CT 06432	2009

**EXHIBIT B**

<b>Name</b>	<b>Occupation</b>	<b>Residence</b>
William T. Kosturko	Bank Officer – President and Chairman	201 Water Street Guilford, CT 06437
Susan D. Stanley	Bank Officer – Secretary	445 Wild Flower Place Cheshire, CT 06410
R. David Rosato	Bank Officer - Treasurer	10 Henley Way Avon, CT 06001

Exhibit C – Offices of Bank

**OCEAN BANK BRANCHES**

**CHESHIRE COUNTY**

**CHESTERFIELD #229**

Rt. 9 & 63  
Chesterfield, NH 03443

**JAFFREY #215**

62 Peterborough St.  
Jaffrey, NH 03452

**KEENE #225**

122 West St.  
Keene, NH 03431

**HILLSBOROUGH COUNTY**

**ANTRIM #223**

77 Main Street  
Antrim, NH 03440  
Manchester-Nashua, NH MSA

**HILLSBOROUGH #219**

325 W. Main St.  
Hillsborough, NH 03244  
Manchester-Nashua, NH MSA

**MANCHESTER #236**

1750 Elm St., Suite 110  
Manchester, NH 03104  
Manchester-Nashua, NH MSA

**MANCHESTER #237**

900 Elm Street  
Manchester, NH 03103  
Manchester-Nashua, NH MSA

**MANCHESTER #238**

779 So. Main St.  
Manchester, NH 03102  
Manchester-Nashua, NH MSA

Exhibit C – Offices of Bank

**MERRIMACK #234**

Pennechuck Square, Rt. 101 A  
707 Milford Rd.  
Merrimack, NH 03054  
Manchester-Nashua, NH MSA

**MILFORD #227**

28 Jones Road  
Milford, NH 03055  
Manchester-Nashua, NH MSA

**MILFORD #220**

Lorden Plaza  
606 Nashua St.  
Milford, NH 03055  
Manchester-Nashua, NH MSA

**NASHUA #226**

146 Main St.  
Nashua, NH 03060  
Manchester-Nashua, NH MSA

**NASHUA #228**

125 Daniel Webster Hwy  
Nashua, NH 03060  
Manchester-Nashua, NH MSA

**PETERBOROUGH CORNER #222**

Jct. Rtes 101 & 202  
Peterborough, NH 03458  
Manchester-Nashua, NH MSA

**PETERBOROUGH #221**

35 Main St.  
Peterborough, NH 03458  
Manchester-Nashua, NH MSA

**MERRIMACK COUNTY**

**CONCORD #233**

66 North Main St.  
Concord, NH 03301

**CONCORD #216**

197 Loudon Road  
Concord, NH 03301

Exhibit C – Offices of Bank

**ROCKINGHAM COUNTY**

**EXETER #239**

1 Center St.  
Exeter, NH 03833  
Boston-Cambridge-Quincy, MA-NH MSA

**EXETER #240**

53 Lincoln St.  
Exeter, NH 03833  
Boston-Cambridge-Quincy, MA-NH MSA

**HAMPSTEAD #243**

456 Rte 111, Village Sq. E.  
Hampstead, NH 03826  
Boston-Cambridge-Quincy, MA-NH MSA

**HAMPTON #217**

853 Lafayette Road  
Hampton, NH 03842  
Boston-Cambridge-Quincy, MA-NH MSA

**PORTSMOUTH #214**

325 State Street  
Portsmouth, NH 03801  
Boston-Cambridge-Quincy, MA-NH MSA

**PORTSMOUTH #224**

501 Islington St.  
Portsmouth, NH 03801  
Boston-Cambridge-Quincy, MA-NH MSA

**PORTSMOUTH #213**

1555 Lafayette Rd.  
Portsmouth, NH 03801  
Boston-Cambridge-Quincy, MA-NH MSA

**RAYMOND #241**

55 Main St.  
Raymond, NH 03077  
Boston-Cambridge-Quincy, MA-NH MSA

**STRATHAM #242**

160 Portsmouth Ave.  
Stratham, NH 03885  
Boston-Cambridge-Quincy, MA-NH MSA



Exhibit C – Offices of Bank

**STRAFFORD COUNTY**

**DOVER #244**

537 Central Ave.  
Dover, NH 03820  
Boston-Cambridge-Quincy, MA-NH MSA

**DURHAM #231**

70 Main Street  
Durham, NH 03824  
Boston-Cambridge-Quincy, MA-NH MSA

**DURHAM #245**

8 Newmarket Rd.  
Durham, NH 03824  
Boston-Cambridge-Quincy, MA-NH MSA

**ROCHESTER #248**

110 So. Main St.  
Rochester, NH 03867  
Boston-Cambridge-Quincy, MA-NH MSA

**YORK COUNTY, ME**

**KENNEBUNK #201**

100 Main St.  
Kennebunk, ME 04043  
Portland-South Portland-Biddeford, ME MSA

**KENNEBUNKPORT #202**

3 Elm St.  
Kennebunkport, ME 04046  
Portland-South Portland-Biddeford, ME MSA

**KITTERY #206**

17 Walker St.  
Kittery, ME 03904  
Portland-South Portland-Biddeford, ME MSA

**SOUTH BERWICK #205**

8 Norton St.  
South Berwick, ME 03908  
Portland-South Portland-Biddeford, ME MSA

**WELLS #203**

1597 Post Rd.  
Wells, ME 04090  
Portland-South Portland-Biddeford, ME MSA

Exhibit C – Offices of Bank

**WELLS PLAZA #208**

33 Wells Plaza

Wells, ME 04090

Portland-South Portland-Biddeford, ME MSA

**YORK #204**

11 Woodbridge Rd.

York, ME 03909

Portland-South Portland-Biddeford, ME MSA