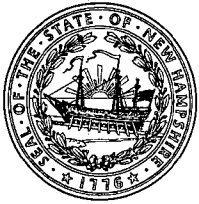


TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT											
NATURE OF CONVEYANCE:	MERGER											
EFFECTIVE DATE:	06/08/2012											
CONVEYING PARTY DATA												
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Hampshire First Bank</td> <td></td> <td>06/08/2012</td> <td>CORPORATION: NEW HAMPSHIRE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Hampshire First Bank		06/08/2012	CORPORATION: NEW HAMPSHIRE	
Name	Formerly	Execution Date	Entity Type									
Hampshire First Bank		06/08/2012	CORPORATION: NEW HAMPSHIRE									
RECEIVING PARTY DATA												
Name:	NBT Bank, National Association											
Street Address:	52 South Broad Street											
City:	Norwich											
State/Country:	NEW YORK											
Postal Code:	13815											
Entity Type:	national banking association: UNITED STATES											
PROPERTY NUMBERS Total: 2												
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3392410</td> <td>HAMPSHIREFIRST BANK</td> </tr> <tr> <td>Registration Number:</td> <td>3393533</td> <td>HAMPSHIRE FIRST</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	3392410	HAMPSHIREFIRST BANK	Registration Number:	3393533	HAMPSHIRE FIRST
Property Type	Number	Word Mark										
Registration Number:	3392410	HAMPSHIREFIRST BANK										
Registration Number:	3393533	HAMPSHIRE FIRST										
CORRESPONDENCE DATA												
Fax Number:												
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>												
Phone:	617-426-5553											
Email:	hiebert@samuelsTM.com											
Correspondent Name:	Timothy H. Hiebert											
Address Line 1:	Two International Place, 23rd Floor											
Address Line 2:	Samuels & Hiebert LLC											
Address Line 4:	Boston, MASSACHUSETTS 02110-4104											
ATTORNEY DOCKET NUMBER:	NBT BANK, N.A.											

NAME OF SUBMITTER:	Timothy H. Hiebert
Signature:	/Timothy H. Hiebert/
Date:	09/21/2012
Total Attachments: 8 source=HAMPSHIRE FIRST MERGER DOC#page1.tif source=HAMPSHIRE FIRST MERGER DOC#page2.tif source=HAMPSHIRE FIRST MERGER DOC#page3.tif source=HAMPSHIRE FIRST MERGER DOC#page4.tif source=HAMPSHIRE FIRST MERGER DOC#page5.tif source=HAMPSHIRE FIRST MERGER DOC#page6.tif source=HAMPSHIRE FIRST MERGER DOC#page7.tif source=HAMPSHIRE FIRST MERGER DOC#page8.tif	



RONALD A. WILBUR
BANK COMMISSIONER

State of New Hampshire

Filed
Date Filed: 06/08/2012
Business ID:
William M. Gardner
Secretary of State

Banking Department

53 Regional Drive, Suite 200
Concord, New Hampshire 03301

Telephone: (603) 271-3561
FAX: (603) 271-1090 or (603) 271-0750

State of New Hampshire
Merger (Banks) 8 Page(s)



T1216045014

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

Hampshire First Bank

With and into

NBT Bank, N.A.

FINAL AUTHORIZATION

Pursuant to New Hampshire RSA 388:8, a petition was filed with the Bank Commissioner on December 27, 2011, to merge Hampshire First Bank, a New Hampshire commercial bank, with and into NBT Bank, N.A., a national bank located in Norwich, New York. The Petition was filed on behalf of NBT Bank, N.A., by its sole shareholder, NBT Bancorp, Inc., a Delaware Business Corporation and registered bank holding company.

Pursuant to New Hampshire RSA 388:10 and the Bank Commissioner's Conditional Authorization of March 23, 2012, a copy of Hampshire First Bank's Shareholder Certificate of Vote has been filed with the Commissioner. Also, a copy of NBT Bancorp, Inc.'s board resolution in favor of the merger has been filed with the Commissioner. Public notice of the merger and notice to depositors has also been accomplished as required, and the certificates evidencing the same are on file with the Commissioner.

Pursuant to the authority granted by 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 and stockholders 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.

The Merger by and between Hampshire First Bank and NBT Bank, N.A. shall be effective at 5:00 p.m. on June 8, 2012.

Dated: _____

May 4, 2012

Ronald A. Wilbur
Bank Commissioner

BANK AGREEMENT AND PLAN OF MERGER

THIS BANK AGREEMENT AND PLAN OF MERGER (the "Bank Plan of Merger"), dated as of March 1st, 2012, is by and between NBT BANK, N.A., a national bank with its main office located at 52 South Broad Street, Norwich, New York 13815 ("NBT Bank") and HAMPSHIRE FIRST BANK, a New Hampshire chartered commercial bank with its main office located at 80 Canal Street, Manchester, New Hampshire ("Hampshire Bank").

BACKGROUND

A. NBT Bank is a wholly-owned subsidiary of NBT Bancorp Inc., a bank holding company registered under the Bank Holding Company Act of 1956, as amended ("NBT Bancorp"). As of March 1, 2012, the authorized capital stock of NBT Bancorp consists of 50,000,000, shares of common stock par value \$0.01 per share ("NBT Common Stock"), of which 38,035,539 such shares are issued and 33,243,778 shares are outstanding and 4,791,761 shares are held in treasury, and 2,500,000 shares of preferred stock, none of which are issued.

B. The authorized capital stock of Hampshire Bank consists of 9,000,000 shares of common stock, par value \$1.00 per share ("Hampshire Bank Common Stock"), of which 3,000,000 such shares are issued, 2,783,167 such shares are outstanding, and 221,833 such shares are held in treasury at the date hereof, and 1,000,000 shares of Hampshire Bank Preferred Stock, none of which are issued or outstanding at the date hereof.

C. NBT Bank, NBT Bancorp and Hampshire Bank are parties to an Agreement and Plan of Merger (the "Holding Company Plan of Merger") dated as of November 16, 2011, providing, among other things, for Hampshire Bank to merge with and into NBT Bank. This Bank Plan of Merger is being executed by NBT Bank and Hampshire Bank pursuant to the Holding Company Agreement and Plan of Merger.

D. The respective Boards of Directors and shareholders of NBT Bank and Hampshire Bank have adopted resolutions authorizing this Bank Plan of Merger. The respective Boards of Directors of NBT Bank and Hampshire Bank deem the merger of Hampshire Bank with and into NBT Bank, pursuant to the terms and conditions set forth or referred to herein, to be desirable and in the best interests of the respective banks and their respective shareholders.

AGREEMENT

In consideration of the premises and of the mutual covenants and agreements herein contained, and in accordance with the applicable laws and regulations of the United States of America and the State of New Hampshire, NBT Bank and Hampshire Bank, intending to be legally bound hereby, agree to the following terms.

ARTICLE I MERGER; BUSINESS

1.1. Merger. Subject to the terms and conditions of this Bank Plan of Merger and in accordance with the applicable laws and regulations of the United States of America and the

State of New York, on the Effective Date (as that term is defined in Article V hereof): (i) Hampshire Bank shall merge with and into NBT Bank; (ii) the separate existence of Hampshire Bank shall cease; and (iii) NBT Bank shall be the surviving entity and shall continue to operate under the name "NBT Bank, N.A." (such transaction referred to herein as the "Merger," and NBT Bank, as the surviving entity in the Merger, referred to herein as the "Continuing Bank.")

1.2 Business. The business of the Continuing Bank shall continue to be conducted at its main office, which is located at 52 South Broad Street, Norwich, New York 13815 and at its legally established branches. The main office of Hampshire Bank and its other branch offices shall continue as branch offices of the Continuing Bank.

ARTICLE II CHARTER AND BYLAWS

On the Effective Date, the Articles of Association and Bylaws of the Continuing Bank shall remain unchanged. A copy of the Articles of Association is attached as Exhibit A.

ARTICLE III BOARD OF DIRECTORS AND OFFICERS

3.1 Board of Directors. On and after the Effective Date, the directors of the Continuing Bank shall consist of the following persons, who shall serve as such until their successors have been elected and qualified: Daryl R. Forsythe, Martin A. Dietrich,,; Patricia T. Civil, Timothy E. Delaney, James H. Douglas, Brian K. Hanaburgh, Andrew S. Kowalczyk III, Esq., Thomas G. Mazzotta, Esq., John C. Mitchell, V. Daniel Robinson III, Matthew J. Salanger, Russell B. Strait and Robert A. Wadsworth.

3.2 Officers. It is intended by the parties hereto that, following the Effective Date, Martin A. Dietrich shall serve as President and Chief Executive Officer of the Continuing Bank. All other officers of the Continuing Bank or changes in officer positions shall be appointed by resolution of the directors in accordance with the Bylaws of the Continuing Bank.

ARTICLE IV CONVERSION OF SHARES

4.1 Stock of NBT Bank. Each share of NBT Bank common stock issued and outstanding immediately prior to the Effective Date shall, on and after the Effective Date, continue to be issued and outstanding as a share of common stock of the Continuing Bank.

4.2 Hampshire Bank Common Stock. Each share of Hampshire Bank Common Stock issued and outstanding immediately prior to the Effective Date shall be exchanged for \$15.00 cash and/or shares of NBT Common Stock as provided in the Holding Company Plan of Merger and each share of Hampshire Bank Common Stock issued and held in the treasury of Hampshire Bank immediately prior to the Effective Date, if any, shall, on the Effective Date, be cancelled, and no cash, stock or other property shall be delivered in exchange therefor.

4.3 NBT Common Stock. On the Effective Date, the authorized capital stock of NBT Bancorp shall consist of 50,000,000, shares of common stock par value \$0.01 per share. As of Mach 1, 2012, 38,035,539 such shares were issued and 33,243,778 shares were outstanding and 4,791,761 shares were held in treasury, and 2,500,000 shares of preferred stock, none of which was issued.

ARTICLE V
EFFECTIVE DATE OF THE MERGER

The Merger shall become effective on a date ("Effective Date") to be determined by the Boards of Directors of NBT Bank and Hampshire Bank, which date shall be subsequent to the date of the written document to be issued by the Comptroller of the Currency approving the Merger, the final approval of the New Hampshire Banking Department or the date of any other approvals required to consummate the Merger.

ARTICLE VI
EFFECT OF THE MERGER

On the Effective Date, the separate existence of Hampshire Bank shall cease; and all of the property (real, personal and mixed) assets, liabilities, rights, powers, duties and obligations of Hampshire Bank shall be taken and deemed to be transferred to and vested in the Continuing Bank, without further act or deed, as provided by operation of law under applicable laws and regulations.

ARTICLE VII
CONDITIONS PRECEDENT

The obligations of NBT Bank and Hampshire Bank to effect the Merger shall be subject to consummation of the transactions set forth in the Holding Company Plan of Merger.

ARTICLE VIII
TERMINATION

This Bank Plan of Merger shall terminate upon any termination of the Holding Company Plan of Merger in accordance with its terms.

ARTICLE IX
MISCELLANEOUS

9.1 Extensions; Waivers. Each party, by a written instrument signed by a duly authorized officer, may extend the time for the performance of any of the obligations or other acts of the other party hereto, and may waive compliance with any of the covenants, or performance of any of the obligations, of the other party contained in this Bank Plan of Merger.

9.2 Notices. Any notice or other communication required or permitted under this Bank Plan of Merger shall be given to the parent company of the party to which such notice or

communication is given, and shall be effective, in accordance with the provisions of Section 8.7 of the Holding Company Plan of Merger.

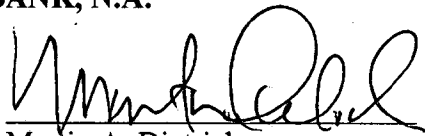
9.3 Captions. The headings of the several Articles and Sections herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Bank Plan of Merger.

9.4 Counterparts. This Bank Plan of Merger may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic, digital and facsimile signatures shall be deemed to be originals.

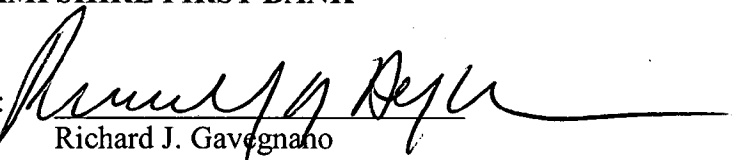
9.5 Governing Law. This Bank Plan of Merger shall be governed by, and construed in accordance with, the terms of the Holding Company Plan of Merger and the laws of the United States of America and, in the absence of controlling federal law, in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, NBT Bank and Hampshire Bank have caused this Bank Agreement and Plan of Merger to be executed by their duly authorized officers and their corporate seals to be hereunto affixed as of the date first written above.

NBT BANK, N.A.

By: 
Martin A. Dietrich
President and Chief Executive Officer

HAMPSHIRE FIRST BANK

By: 
Richard J. Gavegnano
Chairman

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Effective June 8, 2012
@ 5:00 p.m.

ARTICLES OF ASSOCIATION
NBT BANK, National Association

* **FIRST.** The title of this Association shall be ("NBT Bank, National Association").

SECOND. The main office of the Association shall be at 52 South Broad Street, Norwich, County of Chenango, State of New York. The general business of the Association shall be conducted at its main office and its legally established branches.

THIRD. The Board of Directors of this Association shall consist of not less than five nor more than twenty-five persons, each of whom owns in his or her own right, either shares of the capital stock of this Association, the aggregate par value of which is not less than \$1,000, or an equivalent interest, as determined by the Comptroller of the Currency (by regulation or otherwise), in any company which has control over this Association, within the meaning of Section 2 or the Bank Holding Company Act of 1956.

FOURTH. The annual meeting of the shareowners for the election of Directors and the transaction of whatever other business may be brought before said meeting shall be held at the main office or such other place as the Board of Directors may designate on the day of each year specified therefor in the By-Laws, but if no election is held on that day, it may be held on any subsequent day according to the provisions of law; and all elections shall be held according to such lawful regulations as may be prescribed by the Board of Directors.

Nominations for election to the Board of Directors may be made by the Board of Directors or by any stockholder of any outstanding class of capital stock of the bank entitled to vote for election of directors. Nominations, other than those made by or on behalf of the existing management of the Bank, shall be made in writing and shall be delivered to or received by the President of the Bank, and to the Comptroller of the Currency, Washington, D.C., not less than 10 days nor more than 50 days prior to any meeting of stockholders called for the election of directors, **provided, however**, that if less than 21 days' notice of the meeting is given to shareowners, such nominations shall be delivered to the President of the Bank and to the Comptroller of the Currency not later than the close of business on the seventh day following the day on which the notice of meeting was mailed. Such notification shall contain the following information to the extent known to the notifying shareholder: (a) the name and address of each proposed nominee; (b) the principal occupation of each proposed nominee; (c) the total number of shares of common stock of the Bank that will be voted for each nominee; (d) the name and residence address of the notifying shareholder; and (e) the number of shares of common stock of the Bank owned by the notifying shareholder. Nominations not made in accordance herewith may, in his/her discretion, be disregarded by the Chairperson of the meeting, and upon his/her instructions, the vote tellers may disregard all votes cast for each such nominee. No person except Everett A. Gilmour shall be eligible for election or re-election as director if he or she shall have attained the age of 72 years. Everett A. Gilmour shall not be eligible for election or re-election as a director if he shall have attained the age of 76 years.

FIFTH. The amount of authorized capital stock of this Association shall be Twenty-Five Million Dollars (\$25,000,000), divided into 5,000,000 shares of common stock of the par value of Five Dollars and No Cents (\$5.00) each; but said capital stock may be increased or decreased from time to time, in accordance with the provisions of the laws of the United States.

Preemptive rights. In the event of any increase in the common stock of this Association by the sale of additional shares thereof, each shareholder shall be entitled to subscribe to such additional shares of common stock in proportion to the number of shares of common stock owned by him/her at the time the increase is authorized by the shareholders, unless another time subsequent to the date of the shareholders' meeting is specified in a resolution adopted by the shareholders at the time the increase is authorized, except that the holders of the common stock shall not have any preemptive rights to purchase or subscribe for any

* Amended 9/26/89 ARTICLE FIRST, ARTICLE FIFTH

* Amended 5/23/95

* Amended 8/23/94 ARTICLE FOURTH (LAST TWO SENTENCES)

shares of common stock for all or any part of 446, 442 shares of authorized but unissued common stock or so many of such shares as shall remain unissued as of the effective date of these Articles, to be issued from time to time by this Association as stock dividends, or by the implementation of any Qualified Stock Option Plan, or for any other lawful purpose. The Board of Directors shall have the power to prescribe a reasonable period of time within which the preemptive rights to subscribe to the new shares of common stock must be exercised.

SIXTH. The Board of Directors shall appoint one of its members, President of the Association, who shall be Chairperson of the Board, unless the Board appoints another director to be Chairperson. The Board of Directors shall have the power to appoint one or more Vice Presidents; and to appoint a Cashier and such other officers and employees as may be required to transact the business of this Association; to fix the compensation to be paid to such officers and employees of this Association, and to dismiss any such officer or employee and to appoint others to take their place.

The Board of Directors shall have the power to define the duties of officers and employees of this Association and to require adequate bonds from them for the faithful performance of their duties; to make all By-Laws that may be lawful for the general regulation of the business of this Association and the management of its affairs and generally to do and perform all acts that may be lawful for a Board of Directors to do and perform.

SEVENTH. The Board of Directors shall have the power to change the location of the main office to any other place within the limits of Norwich, New York, without the approval of the shareholders but subject to the approval of the Comptroller of the Currency; and shall have the power to establish or change the location of any branch or branches of the Association to any other location, without the approval of the shareholders but subject to the approval of the Comptroller of the Currency.

EIGHTH. The corporate existence of this Association shall continue until terminated in accordance with the laws of the United States.

NINTH. The Board of Directors of this Association, or any three or more shareholders owning, in the aggregate, not less than 25 percent of the stock of this Association, may call a special meeting of shareholders at any time. Unless otherwise provided by the laws of the United States, a notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by a first-class mail, postage prepaid, mailed at least ten days prior to the date of such meeting to each shareholder of record at his address shown upon the books of this Association.

TENTH. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association), by reason of the fact that he is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea to **nolo contendere** or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association, or with respect to any criminal action or proceeding, the person had reasonable cause to believe that his conduct was unlawful.

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the

Association, or is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association, except that no person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

To the extent that a director or officer of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraphs 1 and 2 of the Article TENTH, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under Paragraphs 1 and 2 of this Article TENTH (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Paragraphs 1 and 2 of this Article TENTH. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or, if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, (2) by independent legal counsel in a written opinion, or (3) by the stockholders.

Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article TENTH.

The indemnification provided by this Article TENTH shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statutes, By-Laws, agreements, vote of stockholders or disinterested directors, or otherwise, both as to action in his official capacity as to action in another capacity while holding such office. The indemnification provided by this Article TENTH shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article TENTH.

ELEVENTH. These Articles of Association may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a majority of the stock of this Association, unless the vote of the holders of a greater amount of stock is required by law, and in that case, by the vote of the holders of such greater amount.

As amended through 8/95

idpc/rr 8/95