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To the Honorable Commissioner of Patents and Trademarks, Washington, D.C. 20514, for all documents or copy thereof.

1. Name of conveying party(ies): Nancy K. P. Naujok, as Initial Trustee of the Robert F. Naujok and Nancy K. P. Naujok Revocable Living Trust, dated August 28, 2000
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies): Nancy K. P. Naujok as Initial Trustee of the Survivor's Trust created under the Robert F. and Nancy K. P. Naujok Revocable Living Trust,
Internal Address: dated August 28, 2000

3. Nature of conveyance: 1-18-02
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Street Address: 19119 Rockville Road
City: Kiel State WI
Zip 53042
Additional name(s) & address(es) attached? Yes No

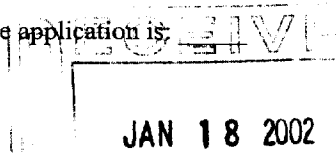
Execution Date: _____

4. Application number(s) or patent number(s): 5,435,774

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)



Additional numbers attached? Yes No

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

Name: Attorney Michelle L. Birschbach
Internal Address: _____
Street Address: 102 N. Madison Street
P.O. Box 188
City: New Holstein State: WI
ZIP: 53061

6. Total Number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach a duplicate copy of this page if paying by deposit account)

01/29/2002 DBYRNE 00000269 5435774
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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 of the original document.

Nancy K. P. Naujok, Trustee
Name of Person Signing

Signature

December 19, 2001
Date

Total number of pages including cover sheet attachments, and document: 27

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

ASSIGNMENT OF PATENT

Docket Number (optional)

Whereas, I, Nancy K. P. Naujok of Kiel, Wisconsin, hereinafter referred to as patentee, did obtain a United States Patent for an improvement in _____
holding gemstones to be polished

No. 5,435,774, dated July 25, 1995; and whereas, I am now the sole owner of said patent, and,

Whereas, Nancy K. P. Naujok, as Initial Trustee

of the Survivor's Trust created under the Robert F. and Nancy K. P. Naujok Revocable Living Trust, dated August 28, 2000 hereinafter referred to as "assignee" whose post office address is _____

19119 Rockville Road

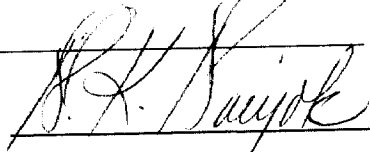
City of Kiel, and State of Wisconsin.

is desirous of acquiring the entire right, title and interest in the same;

Now, therefore, in consideration of the sum of one dollars (\$ 1.00), the receipt whereof is acknowledged, and other good and valuable consideration, I, the patentee, by these presents do sell, assign and transfer unto said assignee the entire right, title and interest in and to the said Patent aforesaid; the same to be held and enjoyed by the said assignee for his own use and behoof, and for his legal representatives and assigns, to the full end of the term for which said Patent is granted, as fully and entirely as the same would have been held by me had this assignment and sale not been made.

Executed this 19th day of December, ~~XX~~ 2001,

at Twohig Law Offices, S.C.



(Signature)

State of WISCONSIN
County of CALUMET

SS:

Before me personally appeared said Nancy K. P. Naujok and acknowledged the foregoing instrument to be his free act and deed this 19th day of December, ~~19~~ 2001



(Notary Public)

Seal

**ROBERT F. AND NANCY K. P. NAUJOK
REVOCABLE LIVING TRUST**

Robert F. Naujok and Nancy K. P. Naujok, husband and wife, ("*Grantors*"), declare as follows:

- A. Residence.** We reside at 19119 Rockville Road, Kiel, Wisconsin, which is in Manitowoc County.
- B. Funding.** This Revocable Living Trust is in existence to receive assets during our lives and upon the death of either or both of us. Any property, now or hereafter, transferred to this Trust shall be held, administered and distributed in accordance with this Trust instrument. The initial assets of this Trust are listed on the attached "*Schedule of Initial Trust Assets*".
- C. Marital Property Agreement.** We desire to avail ourselves of the provisions of the Wisconsin Marital Property Act (including Section 766.58(3), Wis. Stats.), and to that end, we have executed a Marital Property Agreement signed this date.
- D. Children.** Our two children are **Christopher E. Naujok** and **Jeffrey R. Naujok**.

SECTION 1: TRUSTEE DESIGNATIONS

1.1 Original Trust. We shall serve as Trustees of this Original Trust. Upon the death or permanent resignation, ("*Permanent Resignation*") of one of us and during any period of the temporary resignation or Incapacity, ("*Temporary Resignation*") of one of us, the other shall serve as sole Trustee of the Original Trust.

During any period of the Temporary and/or Permanent Resignation of both of us, **Christopher E. Naujok** shall act as Successor Trustee of the Original Trust. During any period of Christopher E. Naujok's Temporary or Permanent Resignation, **Jeffrey R. Naujok** shall act as Successor Trustee of the Original Trust.

1.2 Survivor's Trust and Family Trust. Upon the death of either of us, the Surviving Spouse shall serve as Trustee of the Survivor's Trust, under Section 4, and the Family Trust, under Section 5. During any period of the Surviving Spouse's Temporary or Permanent Resignation, the Successor Trustee named in Section 1.1 shall act as Successor Trustee of the Survivor's Trust and the Family Trust.

1.3 Trusts for Issue. Upon its funding, the survivor of **Christopher E. Naujok** and **Jeffrey R. Naujok** shall act as Trustee of any Trusts for Issue.

SECTION 2: ADMINISTRATION DURING GRANTORS' LIFETIMES

2.1 Trust Name. The Original Trust created by this instrument may be referred to as the "*Robert F. and Nancy K. P. Naujok Revocable Living Trust*."

2.2 Nature of Property. We may transfer property to the Trust that is held by us as marital property or by either of us as individual property. In order to maintain the nature of such property while held in Trust, the Trustee shall hold the Trust Estate as follows:

A. Marital Property. All marital property transferred to this Trust and the proceeds of that property shall be known as the "*Marital Property Estate*" and shall remain our marital property after it is transferred to this Trust.

B. Individual Property. All individual property transferred to this Trust and the proceeds of that property shall be known as the "*Individual Property Estate*" and shall remain the individual property of the Grantor who transferred the property to the Trust.

The Trustee shall segregate the Marital Property Estate and the Individual Property Estates and shall maintain appropriate books and records to avoid the commingling of that property. For convenience, the Trustee may, at any time (including after the death of one Grantor), allocate the Marital Property Estate and the Individual Property Estates, if any, to separate trusts under this instrument, which may be known as the "*Robert F. and Nancy K. P. Naujok Marital Property Trust*", the "*Robert F. Naujok Individual Property Trust*" and the "*Nancy K. P. Naujok Individual Property Trust*", respectively.

2.3 Grantors' Right of Withdrawal. During our joint lifetimes:

A. Withdrawal from Marital Property. Each of us, or our Agent, shall have the power to withdraw, or demand payment of, any part of the net income or principal of the Marital Property Estate; and

B. Withdrawal from Individual Property. Each of us, or his or her Agent, shall have the power to withdraw, or demand payment of, any part of the net income or principal of his or her Individual Property Estate.

Our rights of withdrawal shall include withdrawals in order to enable us to make gifts qualifying for the annual federal gift tax exclusion in effect, from time to time, or for any other reason.

Such request or demand may be in writing or, if oral, shall be evidenced by the acceptance of the asset or payment to either or both of us or by deposit into an account in either or both of our names. However, a request or demand for withdrawals for direct gifts to third parties shall be made, in writing, that specifically refers to this subsection and that is delivered to the Trustee during our joint lifetimes, either in person or by registered or certified mail. If all

or a major portion of the Survivor's Trust is withdrawn, the Trustee may retain sufficient assets to secure payment of all liabilities lawfully incurred by the Trustee, unless the Trustee is indemnified, to the Trustee's satisfaction, against loss or expense.

2.4 Support and Maintenance. In the absence of a direction under Section 2.3 above or if either or both of us are incapacitated or otherwise unable to direct the Trustee with respect to such payments of income and principal, the Trustee shall then distribute to, or shall apply for the benefit of, either or both of us so much of the net income and principal of the Trust Estate as the Trustee deems advisable for either or both of our proper health, support, maintenance, comfort, and welfare, including all medical, dental, hospital and nursing expenses and expenses of invalidism. The Trustee shall exercise such powers liberally, taking into consideration the lifestyle to which we are accustomed.

2.5 Use of Individual Property. If the Trust Estate consists of individual property of both of us and the Trustee is making distributions for the purposes stated in Section 2.4 above, the Trustee shall charge the distributions equally to our respective Individual Property Estate. If the Marital Property Estate has been exhausted and if one of us then has no individual property in the Trust, the Trustee shall charge the distributions to the Individual Property Estate of the other Grantor.

2.6 Use of Marital Property. We shall have the same duty to use marital property income and principal received under this Trust for our benefit as we have with respect to any other marital property income and principal. This subsection is subject to the provisions of this instrument relating to residences and Tangible Personal Property.

2.7 Effect of Dissolution of Marriage. In the event of a final judgment in any proceeding, regarding the dissolution of our marriage, including a proceeding for legal separation, this Trust shall terminate. All property shall be distributed to us as ordered by the Court having jurisdiction in the proceedings.

SECTION 3: ADMINISTRATION AFTER DEATH OF A GRANTOR

3.1 Distribution of Original Trust. As soon as is conveniently possible after the Deceased Spouse's death, the Trustee of the Original Trust shall distribute the Trust Estate, both principal and net income, to the Survivor's Trust, subject to the following:

A. Disclaimer to Family Trust. If the Surviving Spouse disclaims an interest in all or any part of the Trust Estate, or any interest in property to be distributed to the Survivor's Trust, the disclaimed interest shall instead be distributed to the Family Trust, to be administered in accordance with its terms. The Trustee shall keep a separate account for the disclaimed interest, and any power of appointment granted the Surviving Spouse over the property distributed to the Family Trust shall not apply to that interest.

B. Secondary Disclaimer. If the Surviving Spouse disclaims an interest in the

Family Trust or any interest in property to be distributed to the Family Trust, the disclaimed interest shall instead be administered as if both of us were deceased.

3.2 Coordination with Deceased Spouse's Estate. At any time during the continuance of the Original Trust after the Deceased Spouse's death, the Trustee may distribute to the Deceased Spouse's probate estate, as a beneficiary of the Trust, cash or other property out of any assets then held by the Trust. These distributions may extend to assets classified as post-death trust income. However, no such distribution shall be made if it would jeopardize any marital deduction to which the Deceased Spouse's estate might otherwise be entitled.

SECTION 4: SURVIVOR'S TRUST

The Survivor's Trust shall be held, administered and distributed as follows:

4.1 Name. Upon funding, the Survivor's Trust shall be referred to by stating the name of the Surviving Spouse, followed by the words "*Survivor's Trust.*"

4.2 Administration During Spouse's Lifetime. During the Surviving Spouse's lifetime and whether or not he or she is acting as Trustee:

A. Right of Withdrawal. The Trustee shall pay to the Surviving Spouse, or his or her Agent, as much of the net income and principal of the Survivor's Trust as directed by the Surviving Spouse, or his or her Agent. The Surviving Spouse's right of withdrawal shall include withdrawals in order to enable the Surviving Spouse to make gifts qualifying for the annual federal gift tax exclusion in effect, from time to time, or for any other reason. The form of such request or demand shall be as provided in Section 2.

B. Support and Maintenance. In the absence of a direction under subsection A above, or if the Surviving Spouse is incapacitated or otherwise unable to direct the Trustee with regard to such payments, the Trustee shall then pay to or apply for the benefit of the Surviving Spouse so much of the net income and principal of the Survivor's Trust as the Trustee believes reasonably necessary to provide for the Surviving Spouse's health, support and maintenance in reasonable comfort, enjoyment, best interests, and welfare, including all medical, dental, hospital and nursing expenses and expenses of invalidism.

The Trustee shall exercise such powers liberally, taking into consideration the lifestyle to which the Surviving Spouse is accustomed.

4.3 Administration Upon Surviving Spouse's Death. Upon the Surviving Spouse's death, the Trustee shall distribute any remaining balance of the Survivor's Trust, including principal and accrued or undistributed income, as follows:

A. Testamentary Power of Appointment. The remaining balance shall be distributed to one or more persons or entities, including the Surviving Spouse's estate, and on any terms and conditions, either outright or in trust, in any proportion that the Surviving Spouse may appoint by specifically referring to this power of appointment in his or her Will, codicil or Revocable Trust.

B. Alternate Distribution upon Survivor's Death. If and to the extent not effectively disposed of pursuant to subsection A above:

1. Tangible Personal Property. The Trustee shall distribute the Tangible Personal Property, which the Trust holds or receives as a result of the Surviving Spouse's death, as follows:

a. Memorandum. The Trustee shall convey specific items of our Tangible Personal Property to such individuals as directed in a written memorandum, dated and signed by either or both of us. Any such memorandum shall be incorporated by reference into this Trust. If either or both of us leave multiple written memoranda causing any conflict as to the disposition of any item, then the last dated memorandum shall control as to those items that are in conflict.

b. Remaining Items. The Trustee shall distribute all of the remaining Tangible Personal Property to our children, who survive the Surviving Spouse. Such items shall be given in shares of substantially equal value, to be divided in such manner as our children agree. If our children cannot agree on the division, the Trustee shall make the division.

2. Remainder. The Trustee shall distribute the remaining balance of the Survivor's Trust to the Trustee of the Family Trust to be held, administered and distributed as part of that Trust.

4.4 Qualification for Marital Deduction. It is our intention that the Survivor's Trust qualify for the marital deduction under I.R.C. § 2056 and corresponding regulations. The Trustees shall not take any action or have any power that will impair the marital deduction, and all provisions regarding the Survivor's Trust shall be interpreted to conform to this primary objective. No Trustee may invest in or retain unproductive property for more than a reasonable time following a written request by the Surviving Spouse to make the property productive or converted to the productive property.

SECTION 5: FAMILY TRUST

The Family Trust shall be held, administered and distributed as follows:

5.1 Name. Upon funding, the Family Trust shall be referred to as the "*Naujok Family Trust*".

5.2 Administration During Surviving Spouse's Lifetime. Notwithstanding the provisions of Section 701.19(10) Wis. Stats. to the contrary, if a person who is a present beneficiary or future contingent beneficiary of the Family Trust is serving as Trustee of the Family Trust:

A. Net Income. The Trustee shall be distribute the net income to or apply it for the benefit of the Surviving Spouse at least quarterly during his or her lifetime.

B. Principal. In addition, the Trustee shall distribute the principal to or apply it for the benefit of the Surviving Spouse as the Trustee believes necessary for the Surviving Spouse's reasonable health, support and maintenance, including all medical, dental, hospital and nursing expenses and expenses of invalidism.

If an Independent Trustee is serving as Trustee of the Family Trust:

A. Net Income. The Trustee shall distribute to, or apply for the benefit of, the Surviving Spouse and any one or more of our children, without duty of equalization, so much of the net income as the Trustee determines advisable to provide for their respective reasonable health, support and maintenance.

B. Principal. If the Trustee considers the net income insufficient, the Trustee shall also distribute to or apply for the benefit of the Surviving Spouse and any one or more of our children, without any duty of equalization, so much of the principal as the Trustee determines reasonably necessary to provide for the above purposes.

The Surviving Spouse's reasonable health, support and maintenance shall be given preference. The Trustee shall take into consideration the lifestyle to which the Surviving Spouse is accustomed and other resources available to him or her, including the assets of the Survivor's Trust before making distributions to or for the Surviving Spouse.

Secondarily, when distributions to children are permitted, the Trustee shall consider any other resources available for such purposes and the ongoing obligation of each child and his or her spouse to provide for the child's own health, support and maintenance.

5.3 Administration After Death of the Surviving Spouse. After the Surviving Spouse's death, the Trustee shall distribute the remainder of the Family Trust, in equal shares, to our children, subject to the following:

A. Deceased Child with Issue. If a child predeceases the Surviving Spouse, leaving Issue surviving the Surviving Spouse, the deceased child's Issue shall take, by right of representation, the share their parent would have taken had he or she survived the Surviving Spouse.

B. Deceased Child without Issue. If a child predeceases the Surviving Spouse, without Issue surviving the Surviving Spouse, then his or her share shall lapse.

C. Trust for Beneficiaries. If any beneficiary is under the age of twenty-five (25) at the time of distribution, his or her share shall be held by the Trustee as a separate trust for his or her benefit under Section 5.4.

5.4 Administration of the Trusts for Issue. If a trust is established for any Issue of ours, each separate trust shall be held, administered, and distributed as follows:

A. Trust Name. A Trust for Issue may be referred to by the name of the beneficiary, followed by the words "*Irrevocable Trust*".

B. Purpose. The purpose of the Trust is to assure that the beneficiary's inheritance is properly managed, invested, and distributed until the beneficiary reaches sufficient maturity to individually manage his or her funds.

C. Discretionary Distributions. The Trustee may, in his sole discretion, distribute to or for the benefit of the beneficiary such Trust assets as he considers advisable for the following purposes:

1. Taxes. For the payment of income taxes assessed to the beneficiary or his or her Trust as a result of income of the beneficiary's Trust, or, to avoid adverse taxes and/or tax rates which may otherwise occur in the event of accumulation of income within the Trust.

2. Education. For the reasonable and proper costs of the beneficiary's tuition and maintenance at any accredited public or private college, university or technical school, including graduate and professional programs, after taking into consideration the beneficiary's diligence, progress and aptitude in acquiring an education.

3. Business or Profession. To assist the beneficiary in starting or maintaining a business or profession, if the Trustee is satisfied that the business or profession is a good investment, has a reasonable probability of success and the beneficiary's equity is adequately protected from loss in the event of a divorce.

4. Support, Health and Maintenance. For the beneficiary's reasonable support, health and maintenance, including the purchase of health insurance, if the beneficiary is unable to provide for himself or herself due to age or a medically determined Incapacity.

In making distributions, the Trustee shall consider the following priorities:

1. Primary Intention. It is the primary intention that the Trust assets be used to assist the beneficiary in obtaining a post-high school education and for payment of taxes;

2. **Secondary Intention.** The secondary intention is to assist in the realization of good business opportunities; and

3. **Final Intention.** The final and subordinate intention is to provide for the beneficiary's general support, health and maintenance, which we anticipate will be provided through the beneficiary's or his or her spouse's own efforts, through other sources, or by the beneficiary's surviving parent.

All income not distributed shall be accumulated and added to the Trust principal.

D. Termination of Separate Trusts. The Trustee shall distribute the entire remaining balance of the Trust to the beneficiary when the beneficiary reaches age twenty-five (25).

E. Distribution Upon Beneficiary's Death. If a beneficiary dies before the principal of his or her Trust is fully distributed, the remaining principal shall be distributed:

1. **Testamentary Power of Appointment.** To those beneficiaries appointed in his or her Will or Revocable Trust; or

2. **Non-exercise of Power of Appointment.** If the Trust beneficiary fails to exercise this power effectively, to his or her then living Issue, by right of representation, to be held, administered and distributed as provided in Sections A, B, C and D above; or if the beneficiary leaves no surviving Issue, to the remaining beneficiaries under Section 5.3. However, if any heir of the beneficiary's estate is a beneficiary of a Trust under this Living Trust, that heir's share shall be added to the beneficiary's Trust.

5.5 Alternate Distribution. If all of our Issue predecease us, the remaining balance of this Trust Estate shall be distributed equally to our daughters-in-law, Brittany N. Naujok and Doctor Roberta R. Naujok, who survive us.

5.6 Interest Under Trust Not Assignable. The Trustee shall have the power, in the Trustee's sole and absolute discretion, to delay distributions of Trust income and/or principal to the individual beneficiary or beneficiaries of any Trust created hereunder and/or to delay distributions to the individual beneficiary or beneficiaries of any outright distribution hereunder, other than distributions to a Grantor, for the reasons described in this Section 5.6, ("*Delayed Distributions*"). If the Trustee exercises this power to delay distributions, the Trustee shall have the power to continue the administration of such trusts for so long a period of time as the fiduciary determines to be reasonably necessary under any of the following circumstances:

A. Legal Proceedings. Involvement of such beneficiary as a defendant in a civil or criminal lawsuit or in a bankruptcy proceeding, whether voluntary or involuntary.

B. Drugs and Alcohol. Involvement of such beneficiary with the use of any illegal chemical or substances or with the misuse of alcohol or any legal chemical substance.

C. Marital Dissolution. Involvement of such beneficiary in a marital dissolution action, which is pending in a court of competent jurisdiction.

D. Residency/Cult. Residency of such beneficiary in a country or affiliation of such beneficiary with a group of individuals or an organization which will deprive such beneficiary of the enjoyment of the beneficiary's Trust assets, including but not limited to, such beneficiary's involvement in a religious or "cult" type organization.

E. Military. Active military duty of such beneficiary in such case where the beneficiary will be unable to use a substantial portion of his or her Trust assets, including but not limited to active military duty of such beneficiary in a war zone.

The Trustee may, at any and all times, apply the Delayed Distributions from a beneficiary's Trust for the beneficiary of such beneficiary in accordance with the terms of such Trust, or with respect to any assets otherwise distributable outright to the beneficiary, as the Trustee, in the Trustee's sole and absolute discretion, considers reasonably necessary under the circumstances for the beneficiary. The Trustee is authorized to contest any action filed by said beneficiary, or a creditor of said beneficiary, which seeks to secure judicial approval or authorization for such a discretionary distribution, and the Trustee shall be entitled to charge all fees and costs, including attorney's fees or fiduciary's fees, incurred incident to such contest as an administrative expense of the Trust estate of the beneficiary. In exercising discretion under this Section, the Trustee is authorized to rely conclusively on any information or other representation of facts the Trustee believes to be genuine.

5.7 Small Trust Termination. If at any time an Independent Trustee determines that the principal amount of any trust administered under this instrument is uneconomical to administer, the Independent Trustee may, in the Trustee's discretion, (1) distribute the trust assets to the beneficiaries in proportion to their interests in income at the time of the termination; (2) purchase and deliver to the income beneficiaries a restrictive savings account, certificate of deposit, annuity, endowment, or the like that the Trustee shall deem proper; or (3) distribute the trust assets to a custodian for the beneficiaries under a Uniform Gifts to Minors Act or Uniform Transfers to Minors Act. Upon the distribution and delivery, the Trust shall terminate.

SECTION 6: RESIDENCES AND TANGIBLE PERSONAL PROPERTY

While either or both of us are living, any interest in the improved real property being used as our current residences or any successor to those residences, included in the Trust Estate or in any trust being administered under this instrument, ("*Residences*"), and all Tangible Personal Property shall be administered as provided in this Section.

6.1 Home and Furnishings for the Grantors. Both of us or the survivor of us shall be

entitled to rent-free occupancy and use of the Residences, all Tangible Personal Property situated in and around the Residences, and all personal automobiles. The Trustee shall pay all taxes, insurance, charges for repairs and improvements, rents, and other expenses or amounts necessary to facilitate the Grantors' occupancy and use.

6.2 Sale and Replacement. Both of us or the survivor of us may, at any time, direct the Trustee to sell any one or more of the Residences, and direct the rental or acquisition by the Trustee of one or more new Residences, subject to the provisions of Section 6.1. Any replacement residence shall be of a type requested by both of us or the survivor of us, provided the Trustee determines that the request is reasonable.

If only one of us is incapacitated, the other may direct the Trustee with respect to the Residences as provided above. If both of us are incapacitated or if one is deceased and the other is incapacitated, the Trustee shall sell one or more of the Residences only if the Trustee determines that the sale is in the best interests of both of us or the survivor of us, and the Trustee shall thereafter rent or acquire one or more new Residences, subject to the provisions of Section 6.1, or provide such other housing as the Trustee determines to be necessary for our proper care, support, and maintenance, taking into consideration the manner of living to which we have become accustomed. In this regard, it is our strong desire that, in the event of disability, both of us or the survivor of us be allowed to remain in one or more of the Residences for as long as practicable, even though care in an institutional facility would be at least as good, and even though greater expense would be involved in remaining in one or more of the Residences. In addition, at the direction of both of us or the survivor of us, any personal automobiles and Tangible Personal Property situated in and around the Residences shall be replaced or acquired by the Trustee subject to the provisions of Section 6.1. We or the survivor of us shall give any direction under this Section to the Trustee in writing.

SECTION 7: SIMULTANEOUS DEATH AND SURVIVAL REQUIREMENT

If both of the Grantors die and it is not possible to determine which died first, Robert F. Naujok shall be deemed to have predeceased Nancy K. P. Naujok for purposes of this Trust. Subject to the prior sentence, if any beneficiary fails to survive the remaining Grantor for a period of thirty (30) days, that beneficiary shall be treated as if he had predeceased that Grantor.

SECTION 8: PAYMENT OF DEBTS, EXPENSES, AND TAXES

8.1 Debts, Expenses of Administration, and Death Taxes. Upon the Deceased Spouse's death, the Trustee shall pay from the Original Trust, and upon the Surviving Spouse's death, the Trustee shall pay from the Survivor's Trust, directly or through the deceased Grantor's Personal Representative, without apportionment or reimbursement, all debts, expenses of administration, and Death Taxes that are payable as a result of the deceased Grantor's death. If a Personal Representative is appointed for the deceased Grantor's estate, the Trust shall be indebted to the Personal Representative for any amount the Personal Representative may demand in a writing stating that the demand is made for the purpose of paying the estate's cash requirements. Upon

receipt of such a demand, the Trust shall terminate in favor of the deceased Grantor's estate as to an amount equal to the amount demanded and the Trustee shall distribute that amount to the Personal Representative.

8.2 Trustee to Seek Reimbursement. Notwithstanding the provisions of Section 8.1, the Trustee shall not pay, or if required to pay, shall seek reimbursement for, the amount of the increase in expenses of administration and Death Taxes resulting from the inclusion in the decedent's estate for such tax purposes of an unexercised power of appointment, property in which the decedent had a qualifying income interest for life under I.R.C. § 2056(b)(7) or I.R.C. § 2523(f), and transfers, whether during the decedent's life or as a result of the decedent's death, to or for anyone who is not a beneficiary of the decedent's last will or any trust established by the decedent.

8.3 Payments Charged to Taxable Estate. All payments described in Sections 8.1 and 8.2, except interest, shall be charged against that portion of the principal of this Trust including, in the case of the Surviving Spouse, the principal of the Survivor's Trust, includible in the deceased Grantor's estate for federal estate tax purposes, and any interest so paid shall be charged to the income of the Trust principal, except as follows:

A. Charge to Principal. Any payment of such Death Taxes arising on the Deceased Spouse's death shall be charged against the principal of the Family Trust, and any interest shall be charged to the income of that Trust.

B. Deceased Spouse's Debts. Payment of any Deceased Spouse's debts shall be made proportionately from the property of the Trust Estate as that property shall be liable for the debts before the division specified in Section 2.

C. Death Taxes. All such Death Taxes attributable to property subject to a general power of appointment granted under this instrument shall be charged against that property, unless the donee, by specific reference to the power, directs otherwise.

8.4 Payment of Generation-Skipping Transfer Taxes. All generation-skipping taxes attributable to a direct skip occasioned by either Grantor's death and with respect to which the Grantor is the transferor shall be paid by the Trustee out of and charged against the property constituting the transfer as provided in I.R.C. § 2603(a)(3) and (b). All generation-skipping taxes attributable to a taxable distribution occurring with respect to any trust established under this instrument shall be paid by the transferee of the distribution as provided in I.R.C. § 2603(a)(1) and (b), and all generation-skipping taxes attributable to a taxable termination occurring with respect to any trust established under this instrument shall be paid by the Trustee and charged against the property constituting the transfer as provided in I.R.C. § 2603(a)(2) and (b).

8.5 Restrictions on Payments. In no event shall the Trustee make any payment referred to in this Section from (a) property contributed to this Trust by anyone other than us or our estates;

(b) property transferred to this Trust by the exercise by either of us of any power of appointment other than a general power of appointment; or (3) any property, such as life insurance proceeds, that would otherwise be immune from the claims of creditors and if the payment would cause that property to be subject to the claims of creditors; provided, however, that such proceeds and other property may be used for purchase of assets from the estate of the Deceased Spouse at fair market value.

Notwithstanding any provision of this instrument, no portion of any payments made pursuant to this Section (or such payments made by an estate) shall be allocable or chargeable against any distribution with respect to which a federal estate tax marital deduction is claimed, unless and only to the extent that the other assets available for such payments are insufficient.

SECTION 9: REVOCATION AND AMENDMENT

9.1 Revocation During Grantors' Joint Lifetimes. During our joint lifetimes, this Trust may be revoked in whole or in part:

A. Marital Property. With respect to marital property, by a written instrument signed by either of us and delivered to the other; and

B. Individual Property. With respect to individual property, by a written instrument signed by the one of us who contributed that property to the Trust.

Upon receiving notice of a revocation as to marital property, the Trustee shall promptly deliver to us all or the designated portion of the Marital Property Estate, which shall continue to be our marital property. Upon receiving notice of a revocation as to an Individual Property Estate, the Trustee shall promptly deliver to the contributing Grantor all or the designated portion of any individual property.

If this instrument is revoked with respect to all or a major portion of the assets subject to the instrument, the Trustee shall be entitled to retain assets sufficient to reasonably secure payment of liabilities the Trustee has lawfully incurred in administering the Trust, including Trustee's fees that have been earned, unless we indemnify the Trustee against loss or expense.

9.2 Amendment. During our joint lifetimes:

A. Marital Property Estate. We may, at any time, amend any terms of this Trust, in regard to the Marital Property Estate, by written instrument signed by both of us; and

B. Individual Property Estate. Each of us shall have the sole right to amend any terms of this Trust in regard to his or her Individual Property Estate.

No amendment shall substantially increase the Trustee's duties or liabilities or change the Trustee's compensation without the Trustee's consent, nor shall the Trustee be obligated to act

under such an amendment unless the Trustee accepts it. If a Trustee is removed as a result of refusal to accept an amendment, we shall pay to the Trustee any sums due and shall indemnify the Trustee against liability the Trustee has lawfully incurred in administering the Trust.

9.3 Revocation and Amendment by Surviving Spouse. After the Deceased Spouse's death:

A. Survivor's Trust. The Surviving Spouse may amend, revoke, or terminate the Survivor's Trust; but

B. Other Trusts. All other Trusts may not be amended, revoked, or terminated by the Surviving Spouse.

On revocation or termination of the Survivor's Trust, the Trustee shall promptly deliver to the Surviving Spouse all or the designated portion of the assets of the Survivor's Trust. On the Surviving Spouse's death, none of the Trusts may be amended, revoked, or terminated, except as provided in Section 5.6.

SECTION 10: POWERS OF TRUSTEES

10.1 General Powers. In addition to the powers granted by law and those customarily exercised by fiduciaries, we grant to each Trustee under this Instrument the following powers:

A. Investment. To retain original investments and assets and to invest and reinvest in the Trustee's discretion, irrespective of statutes or rules of law governing the investment of trust funds.

B. Original Assets. To retain all or any part of the original assets constituting this Trust, as well as, any assets into which the original assets may be converted by reason of corporate merger, exchange of stock, reorganization or similar conversion.

C. Sales, Exchanges, and Options. To sell any property at fair market values for cash or on credit, at public or private sale; to exchange any property for other property; and to grant or exercise any options to purchase or acquire any property.

D. Real Estate. To operate, maintain, repair, rehabilitate, improve, or remove any improvements on real estate; to make leases and subleases for terms of any length, even though the terms may extend beyond the termination of the Trust; to subdivide real estate; to grant easements, give consents, and to make contracts relating to real estate or its use; and to release or dedicate any instrument in real estate.

E. Borrowing. To borrow money on such terms and conditions as the Trustee may deem proper and to pledge or mortgage estate or trust assets as security therefor, including authority to a Personal Representative to borrow from the Trustee, the Trustee to borrow from a Personal Representative, and a corporate Personal Representative and Trustee (or either) to borrow from itself in its corporate capacity.

F. Purchase of Property. To purchase property at its fair market value, as determined by the Trustee, from the probate estate of either Grantor and/or from any Trust under this instrument.

G. Lending. To lend money to any person, including a Grantor's probate estate, provided any such loan shall be adequately secured and shall bear a reasonable rate of interest.

H. Allocations. To determine in cases not covered by statute the allocation of receipts and disbursements between income and principal, except that (a) if the trust is beneficiary or owner of an individual account of any employee benefit plan or individual retirement plan, income earned after death in the account shall be income of the trust, and if the trustee is required to pay all trust income to a beneficiary, the trustee shall collect and pay the income of the account to the beneficiary at least quarterly (and to the extent that all income cannot be collected from the account, the deficiency shall be paid from the principal of the trust), and (b) reserves for depreciation shall be established out of income only to the extent that the trustee determines that readily marketable assets in the principal of the trust will be insufficient for any renovation, major repair, improvement, or replacement of trust property that the trustee deems advisable; provided, however, that a trustee shall not allocate charges and credits so as to deny the Surviving Spouse all of the net income from the survivor's trust to which the Surviving Spouse would be entitled under applicable rules of law.

I. Management. To take any action with respect to conserving or realizing upon the value of any property and with respect to foreclosures, reorganizations, mergers, or other changes affecting the trust property; to collect, pay, contest, compromise, or abandon demands of or against the property wherever situated; and to execute contracts and other instruments, including instruments containing covenants, representations, and warranties binding upon and creating a charge against the property and containing provisions excluding personal liability.

To exercise any options either of us may have at the time of our death to purchase corporate stock or other assets from any corporation or to sell assets to any person, partnership, or corporation.

J. Voting. To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security as to which the Trustee's possession of voting discretion would subject the issuing company or the Trustee to any law, rule, or regulation adversely affecting either the company or the Trustee's ability to retain or vote company securities, shall be voted as directed by the beneficiaries then entitled to receive or have the benefit of the trust income; to exercise or sell any subscription or conversion rights; to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures, and liquidations and

in connection therewith to deposit securities and accept and hold other property received therefor; and to delegate irrevocably the voting rights in any bank stock to any party in interest as the Trustee believes to be desirable.

K. Additional Property. To receive additional property from any source and add it to the Trust Estate.

L. Insurance. To purchase such casualty, health, and liability insurance as the Trustee believes to be desirable.

M. Advisors. To employ and terminate the employment of such Agents, attorneys, and employees as the Trustee deems appropriate, including persons to attend to a Grantor's maintenance, comfort, companionship, enjoyment, and medical care, and to pay them reasonable compensation.

N. Benefits. To elect, pursuant to the terms of any employee benefit plan, individual retirement plan, or insurance contract, the mode of distribution of the proceeds of the plan or contract, except that no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election.

O. Environmental Conditions. To inspect and monitor businesses and real property (whether held directly or through a partnership, corporation, trust, or other entity) for environmental conditions or possible violations of environmental laws; to remedy environmentally damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property that may have environmental damage; to expend Trust property to do any of the foregoing, and no action or failure to act by the Trustee pursuant to this paragraph shall be subject to question by any beneficiary.

P. Trust Actions. To divide any trust established under this instrument into two or more separate and independent trusts of equal or unequal value but of the same terms and with the same beneficiaries if necessary to permit tax elections to be made with respect to one trust and not with respect to another, or to permit an unused generation-skipping transfer tax exemption to be allocated in such a manner as to create exempt trusts (a trust with an inclusion ratio of zero for purposes of the generation-skipping transfer tax) and nonexempt trusts (a trust with an inclusion ratio of greater than zero for purposes of the generation-skipping transfer tax); to distribute property to such trusts in cash or in kind, or partly in each, provided that property distributed in kind to a trust shall be valued on the basis of its net fair market value as finally determined for federal estate tax purposes and shall be selected so that any appreciation or depreciation that has occurred in the value of the property between the applicable valuation date and the date of distribution shall be fairly apportioned among or between the shares to which it is being distributed.

Q. Waiver of Court Approval. To exercise any power or discretion without qualifying before, being appointed by, or obtaining the order or approval of any court.

R. Other Acts. To do all other acts to accomplish the proper management, investment, and distribution of the Trust.

10.2 Additional Trustee Provisions. The Trustee shall also be subject to the following:

A. Right to Commingle. If a Trustee is serving as Trustee for more than one trust created under this instrument, the Trustee shall have the power to commingle trusts (except for the Survivor's Trust); the Trustee need not physically segregate or divide the various trusts, except when segregation or division is required because one of the trusts terminates, but the Trustee shall keep separate accounts for the different trusts.

B. Standard of Care. In the exercise of the Trustee's powers, the Trustee shall use the judgment and care a prudent person would use if the prudent person were the owner of the Trust assets.

C. Reliance on Evidence. The Trustee may rely on any notice, certificate, affidavit, letter, telegram, or other paper or document believed to be genuine, or on any evidence deemed by the Trustee to be sufficient, in making any payment or distribution.

D. Compensation. The Trustee shall be entitled to such reasonable compensation as, from time to time, may be agreed upon in advance and in writing with either of us or with the majority of the then living adult beneficiaries of any trust created under this instrument, or if no such agreement exists, then in accordance with reasonable and customary fees for any such trust. The Trustee shall be reimbursed for all reasonable expenses incurred in the management and protection of the Trust.

E. Power of Appointment. In determining whether and to what extent a power of appointment has been exercised by will, the Trustee may rely on any instrument admitted to probate in any jurisdiction as the will of the holder of the power. The Trustee may act as if the holder of the power died intestate if the Trustee has no notice of a will offered for probate within six months after the holder's death. This subparagraph shall not affect the rights of any appointee or beneficiary against any distributee.

F. No Bond. No bond shall be required of any Trustee named in this instrument, whether acting alone or with Co-Trustees and whether named to act alone or with Co-Trustees. No bond shall be required of a Trustee not named in this instrument, unless requested by a majority in interest of the then income beneficiaries not under a legal disability.

G. Marital Property: Trustee Power. During such time as we are serving as Co-Trustees, either of us may exercise all of the powers granted by this instrument with respect to the marital property estate, and each may exercise all of the powers granted by this instrument with respect to his or her individual property estate. The signature of either of us shall bind the marital property estate, and the signature of the Grantor who transferred individual property shall bind his or her individual property estate. The

signature of the other Grantor shall not be required to bind the marital property estate or the individual property estate, as the case may be. Any third party dealing with either of us shall be fully protected in relying on the signature of the Grantor.

H. Division of Trust Estate. The Trustee shall have the power to partition, allot, and distribute the Trust Estate on any division or partial or final distribution of the Trust Estate, in undivided interests or in kind, or partly in money and partly in kind, at date-of-distribution valuations, and to sell any property the Trustee considers necessary for division or distribution. In making any division or partial or final distribution of the Trust Estate, the Trustee is not obligated to make a pro rata division or to distribute the same assets to beneficiaries similarly situated. The Trustee may, in the Trustee's discretion, make a non-pro rata division between trusts or shares and non-pro rata distributions to the beneficiaries if the respective assets allocated to separate trusts or shares, or distributed to the beneficiaries, have equivalent or proportionate fair market value and income tax bases.

I. Business Interests. The Trustee shall have the power to retain any business interests as shareholder, partner, proprietor, or otherwise, even though the interest may constitute all or a large portion of the Trust Estate. The Trustee shall have the power to continue the operation of any business being operated by either of us at the time of death and to retain the possession and use of real estate owned by either of us or this Trust and used by the business without payment to anyone for the use during administration of the Trust. The Trustee shall incur no personal liability for business losses, debts, or torts contracted or incurred on behalf of the business.

J. Sub-S Stock. If any irrevocable trust established under this instrument holds stock in one or more S corporations, we intend that the trust qualify as a qualified subchapter S trust (QSST) under I.R.C. § 1361. Notwithstanding any other provision of this instrument to the contrary, the following provisions shall apply to such an irrevocable trust.

1. All of the income of the irrevocable trust shall be distributed to one individual who is a citizen or resident of the United States. If the individual is a minor, distribution shall be made to the minor's natural guardian or another suitable person selected by the trustee as custodian under the Wisconsin Uniform Transfers to Minors Act or another similar applicable statute. Notwithstanding the foregoing provisions of this subparagraph, at any time when the Trust principal no longer includes stock in one or more S corporations, the Trustee may, in the Trustee's sole discretion, distribute the Trust income to the individual for his or her health, maintenance, education, and support, after taking into consideration to the extent the Trustee considers advisable any of the individual's other income or resources known to the Trustee (including but not limited to other trusts held for the individual's benefit), or accumulate the income.

2. There shall be only one income beneficiary of the irrevocable trust.
3. No distribution of principal of the irrevocable trust may be made to anyone other than the income beneficiary during that beneficiary's lifetime.
4. The income beneficiary's income interest shall end on the earlier of the beneficiary's death or the irrevocable trust's termination by its terms.
5. If the irrevocable trust ends during the income beneficiary's lifetime, the Trustee shall distribute all of the irrevocable trust's assets to that beneficiary, outright.
6. If the irrevocable trust has one beneficiary but contains both S corporation stock and other assets, the Trustee shall divide the irrevocable trust into two trusts, one funded with the S corporation stock and the other funded with the other assets. Each trust shall constitute a separate and independent trust. The trust funded with the S corporation stock shall be administered as provided herein, and the other trust shall be administered in accordance with its terms.
7. If the irrevocable trust has more than one income beneficiary, the Trustee shall divide the S corporation stock into as many equal shares as there are income beneficiaries of the irrevocable trust. Each share shall constitute a separate and independent trust and shall be administered for one such income beneficiary as provided herein. The other assets of the irrevocable trust, if any, shall be administered in accordance with the trust's terms.

10.3 Tax Sensitive Powers.

A. Limitation on Trustee. Notwithstanding any other provisions in this Trust, if at any time any beneficiary or contingent beneficiary of any irrevocable trust created under this instrument shall be the Trustee or a Co-Trustee of that Trust and would, thus, be authorized to exercise Tax Sensitive Powers, then that Trustee shall take no part in exercising those powers. Instead, Tax Sensitive Powers shall be exercised solely by the Co-Trustee or Co-Trustees who are Independent Trustees, if any. If there is no Independent Trustee then serving as Co-Trustee of that particular Trust, the Tax Sensitive Powers shall be exercised solely by a special Trustee appointed by the persons described in Section 11(C).

B. Definition. The term "*Tax Sensitive Powers*" shall include the authority to:

1. Postpone or accelerate distributions of principal to a beneficiary;

2. Make discretionary distributions of income or principal to or for the benefit of the Trustee, or a beneficiary whom the Trustee is legally obligated to support, for any purpose other than (i) the education of the Trustee or beneficiary, (ii) the support of the Trustee or beneficiary in accordance with his or her accustomed standard of living, or (iii) the medical, dental, hospital, and nursing expenses and the expenses of invalidism of the Trustee or beneficiary;
3. Make discretionary allocations of receipts and expense as between income and principal in favor of the Trustee or a beneficiary whom the Trustee is legally obligated to support;
4. Make any tax election that affects the Trustee's interests or the interests of a beneficiary whom the Trustee is legally obligated to support;
5. Possess any incidents of ownership with respect to any policy of insurance on the Trustee's life;
6. Borrow, pledge, encumber, guarantee, or lend to or for the benefit of a Trustee or a beneficiary whom the Trustee is legally obligated to support;
7. Make discretionary distributions of net income or principal that would constitute a gift for federal gift tax purposes by the Trustee;
8. Release, disclaim (within the meaning of I.R.C. § 2518), renounce, or restrict, in whole or in part, any one or more of the powers, benefits, or rights conferred on the Trustee under this instrument or generally pursuant to law;
9. Determine the terms of sale, including the purchase price and conditions and timing of payment, with respect to any purchase, exchange, or sale of property from, with, or to a beneficiary of any Trust (including a Trust established under this instrument) as to which one or more of the Trustees is also a Trustee and a beneficiary; and
10. Exercise any other power exercisable by the independent Trustee under the terms of this instrument.

C. Special Trustee. Any appointment of a special Trustee by the persons described in Section 11(C) shall be made in writing to the special Trustee and any then acting Trustee or Co-Trustee of the Trust in question. The writing may restrict the powers of the special trustee to the exercise of one or more acts that the then acting trustee may not exercise.

D. Indemnification. No special Trustee shall be liable for the administration and management of the Trust Estate or for exercising or not exercising such powers, unless the exercise or non-exercise involves willful misconduct or gross negligence. The special Trustee shall be entitled to be indemnified and held harmless by the Trust Estate of the particular trust in question and shall receive reasonable compensation for services rendered.

E. Removal. A special Trustee serving under this instrument may be removed only by the persons described in Section 11(C) by written notice to the special Trustee and any then acting Trustee or Co-Trustee of the trust in question. The special Trustee shall continue to serve until the special Trustee shall resign, die, or be unable to serve by reason of Incapacity, or until the performance of the special Trustee is complete, upon the written assent of any then acting Trustee or Co-Trustee.

F. Purpose. The purpose of this subsection is to prevent a then acting Trustee or Co-Trustee from being taxed because of the powers described in Section 10, and the section should be so construed. We expect any Trustee, if the Trustee is in doubt as to whether the Trustee is entitled to exercise any tax sensitive power, to release, disclaim, or abstain regarding the matter.

SECTION 11: RESIGNATION OF TRUSTEE AND APPOINTMENT OF SUCCESSOR

An acting Trustee may resign and Trustees may be appointed, when necessary, as follows:

A. If No Successor Trustee. In the event that no named Trustee is then available to serve for a Trust, the persons described in Section 11(C) shall appoint a Successor Trustee, who is an Independent Trustee. Each Successor Trustee shall have the powers and discretions granted in this instrument to its predecessor.

B. Substitute Trustee. Despite anything to the contrary in Section 11(A), as often as a Trustee deems such action to be advantageous to any trust or beneficiary, the Trustee may, by written instrument, resign and appoint a substitute Trustee, who is an Independent Trustee. The substitute Trustee shall have all of the powers and discretions of the Trustee but shall exercise these powers and discretions under the Trustee's supervision. The Trustee may, at any time, remove the substitute Trustee and resume the duties of Trustee.

C. Appointment of Successor Trustee. The appointment of a Successor Trustee, pursuant to Section 11(A), shall be made by either of us, or if neither of us is able, by agreement of our children, who are then surviving.

D. No Duty to Audit. No Successor Trustee shall have a duty to audit or investigate the administration accounts of a predecessor Trustee. No Successor Trustee shall be liable for any act, omission, or default of a predecessor Trustee.

SECTION 12: GENERAL ADMINISTRATION PROVISIONS

12.1 Governing Law. This Trust shall be construed and governed by the laws of Wisconsin in force from time to time. This Section shall apply regardless of any change of residence of a Trustee or any beneficiary or the appointment or substitution of a Trustee residing or doing business in another state. However, the Trustee may, with the consent of a majority in percentage interest of all income beneficiaries of any trust or their Agents, change the situs of the trust and elect to have the trust governed by the laws of another state. The provisions of Section 701.19(10) Wis. Stats. as in effect on the date of execution of this instrument, or any successor or corresponding provision, shall not apply to this instrument.

12.2 Trustee's Accounting. In absence of a breach of trust, no Trustee shall be required to account to any court. However, the Successor Trustee shall render annually to each beneficiary possessing a vested interest in either income or principal of the Trust, or to the Guardian or legal representative of any such beneficiary under legal disability, a statement of account showing in detail receipts, disbursements and distributions of both principal and income unless the account is objected to in writing within sixty (60) days of its rendition, the account shall be deemed approved as stated. The Successor Trustee may have the Trust's accounts audited by an independent accountant or accounting firm or judicially settled at any time, if the Trustee deems it advisable.

12.3 General Provisions. The Trustee may make distribute the principal in single distributions or in partial distributions, subject to the following:

A. Distribution of Income and/or Principal. If distribution is made to one or more new trusts, then until full distribution has been made to any such trust, the Trustee may pay to any beneficiary of the Trust such amounts of income or principal of the Original Trust as are consistent with the terms of the new trust. Such payments shall be in lieu of and, thus, credited toward the income and/or principal remaining to be distributed to the new trust. No payment shall be made to any beneficiary of such trust in an amount exceeding the amount of income and/or principal then remaining to be distributed to the trust as provided in this instrument, nor shall any payment of income and/or principal be made to any beneficiary of any such trust in an amount exceeding the amount that might properly be distributed to the beneficiary at that time under the terms of the trust.

B. Termination. When all the properties of the Original Trust have been distributed, the Original Trust shall be deemed terminated.

C. Time for Division. Whenever the Trustee of the Original Trust is directed to make a distribution or a division of the Trust assets into separate trusts or shares on a Grantor's death, the Trustee may defer the distribution or division until six months after the Grantor's death. When the Trustee defers distribution or division of Trust assets, the deferred distribution or division shall be made as if it had taken place at the time prescribed in this instrument in the absence of this subsection, and all rights given to the beneficiaries of those Trust assets shall be considered to have accrued and vested as of that prescribed time.

D. Promissory Notes. If the Trust Estate includes any promissory notes for which gain would be accelerated under I.R.C. § 453(b) if distributed to a beneficiary, those notes shall not be distributed at the time otherwise provided for by this Trust. Those notes shall continue to be held in Trust, and the payments received by the Trustee for those notes shall be distributed, when received, to the beneficiaries who would otherwise receive the notes or to their respective successors in interest.

12.4 Marital Property Exchange. We recognize that, while both of us are living, each of us has an undivided one-half interest in each item of marital property held by the Trustee. However, it is our intention that, upon the death of the Deceased Spouse, the Trustee of the Original Trust, in allocating the interests in marital property between the Survivor's Trust and the Family Trust, may exchange interests in the marital property so that there will not be necessarily an equal distribution of each item of marital property, so long as the exchange (1) is composed of items that are fairly representative of the appreciation and depreciation that has occurred since the Deceased Spouse's death; (2) is composed of items having a fair market value at the time of exchange equal to what would have been distributed to each new trust had no exchange been made, including any money used in the exchange; and (3) is consented to by the Surviving Spouse. If the Surviving Spouse objects to the exchange, each item of marital property shall be divided equally.

SECTION 13: DEFINITIONS

The definitions provided in this Section shall apply in the interpretation of this instrument.

13.1 Agent. An individual's "*Agent*" means (1) the individual's Agent under a Durable Power of Attorney, to the extent the Durable Power of Attorney specifically authorizes the exercise of a particular power, or (2) the individual's duly appointed conservator or guardian, to the extent the conservator or guardian gives notice to the Trustee and obtains approval for the exercise of the power from the court that appointed the Agent as conservator or guardian. All directions that may be made by a party under this instrument may also be made by the party's Agent, and all payments that may be made to a party may also be made to the party's Agent, on behalf of the party.

13.2 Death Taxes. The term "*Death Taxes*" shall mean all foreign and domestic estate, inheritance, gift, and similar taxes, including taxes payable under I.R.C. § 4980A with respect to excess retirement accumulations, if any, and including interest and penalties but not including any generation-skipping transfer taxes.

13.3 Deceased Spouse and Surviving Spouse. The term "*Deceased Spouse*" shall mean the first Grantor to die, and the term "*Surviving Spouse*" shall mean the living Grantor.

13.4 Incapacity. The term "*Incapacity*" shall mean the inability to manage one's business and personal affairs resulting from a physical and/or mental disability as certified in writing by a licensed physician who is not related by blood or marriage to either of us or any beneficiary of this Trust.

13.5 Independent Trustee. The term "*Independent Trustee*" means a Trustee who is not (1) a present or future contingent income or principal beneficiary of any trust established under this instrument, (2) a person who has transferred or joined in the transfer of property to any such trust, or (3) a related or subordinate party to a trust beneficiary under I.R.C. § 672(c), including, but not limited to, a beneficiary's parent, Spouse, employee, employee of a corporation in which the beneficiary and/or the trust has voting control, or a subordinate employee of a corporation in which the beneficiary is an executive.

13.6 Issue. The terms "*Issue*" include both lawful blood descendants and persons legally adopted before attaining majority, whether born or adopted before or after the date of execution of this instrument. A child in gestation, later born alive, shall be considered a child in being. The term "*Issue*" specifically excludes foster children and stepchildren.

13.7 Spouse. A "*Spouse*" of an Issue of ours means any individual who is the descendant's then lawfully married Spouse (the term "*then*" referring to the time at which it is necessary to determine a person's marital status) and who is then living with the descendant (disregarding temporary absences due to vacation, illness, or other emergency) and who is not then a party to an action for separation, separate maintenance, dissolution of marriage, or any similar proceeding. The term "*Spouse*" also shall include a widow or widower of a deceased descendant of ours if at the descendant's death the requirements of this section were met. On remarriage, a "*Spouse*" shall thereafter be deemed deceased for all purposes under this instrument.

13.8 Tangible Personal Property. The term "*Tangible Personal Property*" means all household furniture and furnishings, equipment and appliances, jewelry, clothing, silverware, china, crystal, antiques, paintings, sculptures and other works of art, collections, personal effects, books and other tangible articles of a personal nature, together with any insurance thereon. "*Tangible Personal Property*" does not include any antique, painting, sculpture, other work of art, or collection (such as of coins, wine, antiques, paintings, sculptures, or other works of art) having a value (or an aggregate value in the case of any collection) of more than \$10,000 and shall be limited to items held for personal use and enjoyment and shall not include similar items, if any, held primarily for use in a trade or business or for the production of income.

13.9 Trust Estate. The term "*Trust Estate*" shall mean all property at any time subject to the Trust, and shall include any additions made to the Trust by reason of a Grantor's death, such as transfers under a Marital Property Agreement, the decedent's Will, or assets received by the Trust as beneficiary of any life insurance policies, annuities, or other contracts.

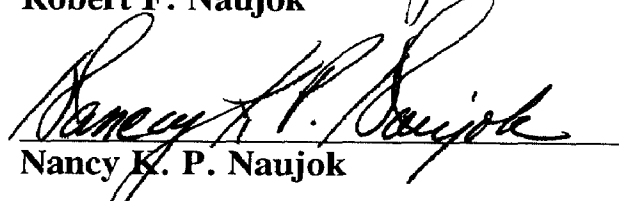
Dated: August 28, 2000.

In the Presence of:


Michelle L. Birschbach


Robert F. Naujok

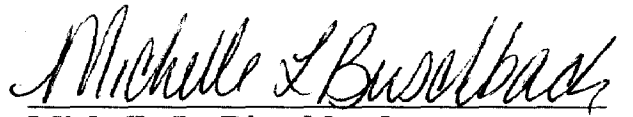

Jean T. Laughrin


Nancy K. P. Naujok

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

Personally came before me this 28th day of August, 2000, the above named Robert F. Naujok and Nancy K. P. Naujok, to me known to be the persons who executed the foregoing instrument and acknowledged the same.


Michelle L. Birschbach
Notary Public, Milwaukee County, WI
My Commission is permanent.

This instrument drafted by:
Michelle L. Birschbach, Attorney

SCHEDULE OF INITIAL TRUST ASSETS

Robert F. Naujok and Nancy K. P. Naujok, hereby state as follows:

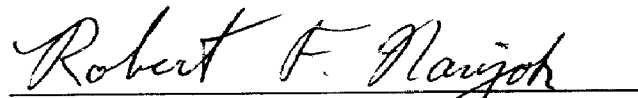
A. Trustee. We acknowledge our agreement to serve as Trustees of the Living Trust and to hold the initial assets and any additional assets conveyed to us, as Trustees, under the terms of the **Robert F. and Nancy K. P. Naujok Revocable Living Trust**, ("*Living Trust*").

B. Initial Assets. As Grantors and the initial Trustees, we acknowledge that we have conveyed to the Living Trust, and hold as Trustees, the following property, which constitutes the initial assets of the Living Trust:

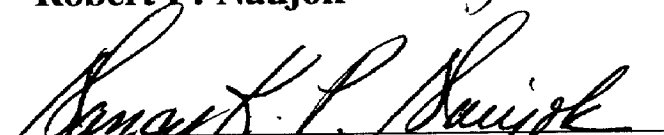
1. Tangible Personal Property. All of our Tangible Personal Property, now owned, or hereby acquired, by either or both us, including but not limited to all of our household furniture and furnishings, equipment and appliances, jewelry, clothing, silverware, china, crystal, antiques, paintings, sculptures and other works of art, collections, personal effects, books and other tangible articles of a personal nature, together with any insurance thereon.

2. Financial Accounts. All of our financial institution accounts, all securities, notes, bonds, and stocks, of any kind, now owned, or hereafter acquired, by either or both us, including but not limited to bank accounts, certificates of deposit, mutual and money market funds, agency and custody accounts and all safe-deposit boxes and their contents, but not including any life insurance policies, annuities, IRAs or other retirement plans.

Dated: August 28, 2000.



Robert F. Naujok



Nancy K. P. Naujok