

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Societe Des Produits Nestle S.A.		07/13/2012	a Societe Anonyme organized and existing under the laws of Switzerland: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Schwan's IP, LLC		
<b>Street Address:</b>	115 W. College Drive		
<b>City:</b>	Marshall		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	56258		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1755969	PUSH-EMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	507-537-8093		
<b>Email:</b>	vicki.st.aubin@schwans.com		
<b>Correspondent Name:</b>	Vicki St.Aubin		
<b>Address Line 1:</b>	115 W. College Drive		
<b>Address Line 4:</b>	Marshall, MINNESOTA 56258		
<b>ATTORNEY DOCKET NUMBER:</b>	1990-0010754		
<b>NAME OF SUBMITTER:</b>	Vicki St.Aubin		
<b>Signature:</b>	/vicki st.aubin/		

OP \$40.00 1755969

Date:

07/24/2012

**Total Attachments: 13**

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## TRADEMARK ASSIGNMENT AND COEXISTENCE AGREEMENT

This Trademark Assignment and Coexistence Agreement (the "Agreement") is by and between Société Des Produits Nestlé S.A., a Societe Anonyme organized and existing under the laws of Switzerland having a principal place of business at Case Postale 353, Vevey, 1800, Switzerland ("Nestlé"), Schwan's Sales Enterprises, Inc., now known as Schwan's Home Service, Inc., a corporation organized and existing under the laws of Minnesota ("SHSI") and Schwan's IP, LLC, a limited liability company organized and existing under the laws of Minnesota having a principal place of business at 115 West College Drive, Marshall, Minnesota 56258 ("Schwan's") (hereinafter, Nestlé, SHSI and Schwan's may be referred to collectively as the "Parties"). This Agreement is effective as of the date on which the last signature required for full execution of the Agreement by Nestlé, SHSI and Schwan's is entered upon this Agreement (the "Effective Date").

WHEREAS, Nestlé owns the mark PUSH-EMS, and the U.S. and Canadian trademark registrations therefor listed in *Exhibit A* attached hereto, for the goods specified therein (collectively, the "PUSH-EMS Mark");

WHEREAS, Nestlé also owns the mark PUSH-UP, and the U.S. trademark registrations therefor listed in *Exhibit B* attached hereto, for the goods specified therein (collectively, the "PUSH-UP Mark");

WHEREAS, The Drumstick Company, a division of Alco Standard Corporation ("Alco"), and SHSI entered into a License Agreement dated December 18, 1989, a copy of which is provided in *Exhibit C* attached hereto (the "License Agreement"), pursuant to which Alco granted to SHSI the exclusive right to use the PUSH-EMS trademark, subject to the terms, conditions and restrictions set forth in the License Agreement;

WHEREAS, Schwan's is an affiliate of SHSI that owns all trademarks used by SHSI and its various direct and indirect affiliates;

WHEREAS, on January 29, 1991 as part of the sale of its ice cream and frozen novelty business to Nestlé Chocolate & Confection Company, Inc. (then known as Nestlé Foods Corporation), Alco assigned all of its right, title and interest in, to and under the License Agreement to Nestlé Chocolate & Confection Company, Inc. ("NCCC");

WHEREAS, on June 29, 1991, Nestlé Ice Cream Company ("NICC") was a wholly owned subsidiary of NCCC;

WHEREAS, on June 29, 1991, NCCC, as part of the transfer of its ice cream and frozen novelty business to NICC (then known as Nestlé Dairy Systems, Inc.), transferred and contributed to NICC all of its right, title and interest in, to and under the License Agreement;

WHEREAS, on October 20, 1995, Nestlé and NICC entered into an Assignment and Assumption Agreement, pursuant to which Nestlé acquired all of NICC's right, title and interest in, to and under the License Agreement;

WHEREAS, the License Agreement was renewed in 1999 and 2009; and

WHEREAS, Nestlé, Schwan's and SHSI now desire that (a) Nestlé and SHSI terminate the License Agreement and (b) Nestlé assign all of its right, title and interest in and to the PUSH-EMS Mark to Schwan's, pursuant to the terms, conditions and restrictions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises set forth above and the mutual promises, covenants, obligations and representations hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by both of the Parties hereto, the Parties agree as follows.

1. Subject to the terms, conditions and restrictions set forth in this Agreement, Nestlé hereby irrevocably assigns, transfers, grants, sets over and conveys unto Schwan's, its successors and assigns, all of Nestlé's right, title and interest in and to the PUSH-EMS Mark, including the trademark registrations therefor which are identified in *Exhibit A* attached hereto, together with the goodwill of the business symbolized by the PUSH-EMS Mark, and including all common-law rights of Nestlé in the PUSH-EMS Mark.

2. Nestlé shall provide to Schwan's without further consideration or remuneration from Schwan's any such further reasonable assistance as may be required to assign, transfer, grant, set over and convey effectively to Schwan's, Nestlé's entire right, title and interest in and to the PUSH-EMS Mark.

3. Within five (5) business days of the Effective Date, Schwan's shall make a one time payment to Nestlé in the amount of Ten Thousand dollars in United States currency (US\$10,000.00) in consideration for and subject to Nestlé's assignment of the PUSH-EMS Mark as set forth in Section 1 of this Agreement.

4. The Parties and their respective successors, assigns, affiliates, principals, officers, directors, employees and agents shall treat as confidential information the total payment made by Schwan's to Nestlé and shall not disclose such information to another party, person or entity not subject to the terms and conditions of this Agreement, except to affiliates, pursuant to court order (including a subpoena), as otherwise required by law or by prior written consent of the Parties, their successors, affiliates or assigns. *Exhibit D* attached hereto includes a short-form Trademark Assignment, which the Parties shall execute concurrently with this Agreement. For purposes of recording the assignment of the PUSH-EMS Mark with the U.S. Patent and Trademark Office and Canadian Intellectual Property Office, Schwan's agrees to record only said short-form Trademark Assignment, so that confidentiality of the payment made by Schwan's to Nestlé hereunder is maintained.

5. Schwan's recognizes Nestlé's right, title and interest in and to the PUSH-UP Mark. In order to preserve the integrity of and scope of protection for Nestlé's PUSH-UP Mark, Schwan's agrees to limit its use of the PUSH-EMS Mark to products distributed and sold primarily via direct sales to residential customers (hereinafter "Direct Home Marketing").

Schwan's shall distribute and sell products bearing the PUSH-EMS Mark only via Direct Home Marketing, and only in connection with ice cream, ice milk, malt, yogurt, sherbet or water ice (hereinafter the "DHM Goods"). In the event that Schwan's desires to identify and pursue as part of its primary marketing strategy any channel of commerce other than Direct Home Marketing and/or to distribute or sell products bearing the PUSH-EMS Mark in connection with products other than the DHM Goods, then Schwan's shall propose the same to Nestlé in writing. Nestlé shall then have fifteen (15) days to approve or deny the same, in its sole discretion. If Nestlé fails to respond in writing with approval during such fifteen (15) day period, then such failure shall be deemed a denial of the proposal. Unless Nestlé expressly agrees otherwise, any use by Schwan's of the PUSH-EMS mark in any channel of trade other than Direct Home Marketing or in connection with any goods other than the DHM Goods, shall result in a presumption that consumers are likely to be confused by such use. The Parties recognize and agree that compliance with this Section 5 will minimize the opportunity for conflict or confusion between the PUSH-EMS Mark and the PUSH-UP Mark. However, in the event that either of the Parties learns of any actual confusion in the marketplace as a result of the Parties' uses of their respective marks, the party learning of such confusion shall promptly provide written notice of such confusion to the other party, and the within a reasonable period of time thereafter, representatives from each of the Parties shall confer regarding what reasonable steps may be taken in order to prevent conflict or confusion in the marketplace from occurring, and the Parties agree that they will in good faith work with one another to this end.

6. Nestlé and SHSI agree that the License Agreement is hereby terminated.

7. Each of the Parties agrees to execute such further documents, instruments or confirmations as may be reasonably required by the other in order to carry out the intent of this Agreement.

8. This Agreement shall be binding upon and inure to the benefit of the Parties, their affiliated companies, successors and assigns.

9. Any notice required or permitted by this Agreement to be given by either of the Parties to the other shall be in writing and shall be considered delivered three (3) business days after the day said notice is deposited in the United States mail, with sufficient postage prepaid and affixed for certified mail with return receipt requested, and addressed to the party to whom such notice is directed, and also sent by facsimile to said party's counsel as follows:

**For Nestlé:**

Christa Cole  
Regional Intellectual Property Advisor  
Nestle USA, Inc.  
800 N. Brand Blvd.

**For Schwan's:**

Schwan's IP, LLC  
Attn: Law Department  
115 West College Drive  
Marshall, MN 56258

and

and

Thomas A. Polcyn, Esq.  
Thompson Coburn LLP  
One US Bank Plaza  
St. Louis, Missouri 63101

Asst. General Counsel  
Schwan's Shared Services, LLC  
115 West College Drive  
Marshall, MN 56258

Each of the parties may, with suitable notice to the other, change their addresses and facsimile numbers to which notices hereunder are to be directed.

10. This Agreement, together with the Trademark Assignment attached hereto as *Exhibit D*, supersedes any and all prior discussions, communications and agreements, either oral or written, including without limitation the License Agreement, which is hereby terminated, and it embodies the entire agreement of the Parties hereto with respect to the subject matter hereof. Any changes or modifications of this Agreement shall be in writing, executed by both of the Parties hereto, and any attempt at oral modification of this Agreement, or through writings signed by only one party, shall be void. There are no representations or warranties or understandings of any kind except as expressly set forth herein. The consideration for the terms of this Agreement are contained solely herein and no party has relied on representations, warranties or understandings other than as expressly set forth herein, in entering into this Agreement.

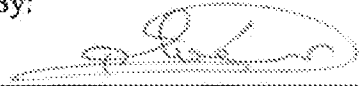
11. If any provision of this Agreement is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall, nevertheless, remain in full force and effect and shall in no way be affected, impaired, or invalidated. The waiver of any one provision shall not be deemed a waiver of any other provision herein and a waiver on one occasion shall not be deemed a waiver of that or any other provision herein on any subsequent occasion.

12. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. A facsimile, .pdf or digital signature shall be deemed an original.

[Signatures on following page]

Société Des Produits Nestlé S.A.

By:



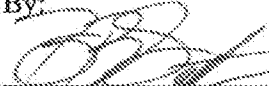
Signature

Albert Polèse - Authorized Signatory  
Printed Name and Title

7/6/2012  
Date

Schwan's IP, LLC

By:



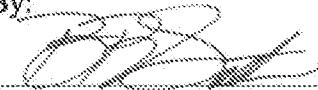
Signature

Brian R. Sattler - Secretary  
Printed Name and Title

6/19/2012  
Date

Schwan's Home Service, Inc.

By:



Signature

Brian R. Sattler - Secretary  
Printed Name and Title

6/19/2012  
Date

*Exhibit A*

Trademark Ser. No./Reg. No.	Status/Key Dates	Goods
PUSH-EMS United States SN:74-016956 RN:1,755,969	Filed: January 8, 1990 Registered: March 2, 1993 Renewed March 2, 2003	(Int'l Class: 16) Cardboard and plastic plunger type cylindrical containers for packaging dairy and non-dairy and frozen confections (Int'l Class: 30) Dairy and non-dairy frozen confections
PUSH-EMS Canada AN:660777-00 RN:TMA414963	Filed: June 25, 1990 Registered: July 30, 1993 Renewed July 30, 2008	Sherbets, ices and frozen confections; cardboard and plastic plunger type cylindrical containers for packaging sherbets, ices and frozen confections.



*Exhibit B*

Trademark Ser. No./Reg. No.	Status/Key Dates	Goods
PUSH-UP  United States SN:72-115210 RN:728,993	Supplemental Register  Filed: March 9, 1961 Registered: March 20, 1962 Renewed March 20, 2002	(Int'l Class: 20) Plunger type cylindrical containers for sherbets [and ices]
PUSH-UP  United States SN:74-019782 RN:1,761,562	Principal Register  Filed: January 16, 1990 Registered: March 30, 1993 Renewed March 30, 2003	(Int'l Class: 30) Dairy and non-dairy frozen confections
PUSH-UP  United States SN:73-221020 RN:1,215,748	Principal Register  Filed: June 25, 1979 Registered: November 9, 1982 Renewed November 9, 2002	(Int'l Class: 16) Cardboard and plastic plunger type cylindrical containers for packaging dairy and non-dairy food products

*Exhibit C*  
December 18, 1989 License Agreement

LICENSE AGREEMENT

THIS AGREEMENT made this 18th day of December, 1989, between The Drumstick Company ("Drumstick") a division of Alco Standard Corporation, having its principal divisional office in Columbus, Ohio, and Schwan's Sales Enterprises, Inc. ("Licensee"), having its principal office in Marshall, Minnesota.

WHEREAS, Drumstick is the owner by virtue of assignment from Licensee of the trademark "Push-Em" (the "Trademark") in the United States and Canada; and

WHEREAS, Licensee desires permission to use the Trademark and Drumstick is willing to grant such permission upon the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, it is agreed as follows:

1. Drumstick hereby grants to Licensee an exclusive, non-transferable, royalty free license to use the Trademark in the United States and Canada for manufacture, distribution and sale of ice cream, ice milk, malt, yogurt, sherbet and water ice products. Drumstick hereby relinquishes all rights to use the Trademark for any purpose.

2. All goods sold under the Trademark shall at all times be in compliance with the applicable federal and state laws, and the goods shall be of good quality so as not to bring discredit upon the Trademark.

3. The Trademark shall be used only in connection with packaging materials supplied by Drumstick to Licensee under this Agreement and in all other ways necessary for Licensee to promote, distribute and sell its ice cream, ice milk, malt, yogurt, sherbet and water ice products. Licensee agrees to buy all its requirements of packaging materials using the Trademark from Drumstick provided said packaging materials meet Licensee's specifications. Drumstick guarantees Licensee the lowest price offered other customers for packaging materials of like grade and quantity. For purposes hereof, a "unit" of packaging material shall consist of a cylindrical tube specified by Drumstick (together with a disk and plunger) and corresponding lid. Licensee shall be free to purchase packaging materials from other suppliers without violating the laws of this Agreement if Licensee's specifications are not met or "most favored nation" pricing is not offered by Drumstick.

4. With respect to Drumstick's failure to provide material which meets Licensee's specifications, the Licensee agrees not to exercise its right of termination unless Drumstick fails to cure any such failure within thirty (30) days of receipt of written notice from Licensee.

5. Licensee recognizes Drumstick's title to the Trademark and shall not at any time do or suffer to be done any act or thing which will in any way impair the rights of Drumstick in and/or to the Trademark. It is understood that Licensee shall not acquire, and shall not claim any title to the Trademark adverse to Drumstick by virtue of the license granted to Licensee, or through Licensee's use of the Trademark.

6. This Agreement shall be for an initial term of ten (10) years and shall be automatically renewed thereafter for successive terms of ten (10) years at the sole option of the Licensee by giving Drumstick written notice of such intent on the part of Licensee on or before six (6) months prior to the expiration of each and every ten (10) year term. Notwithstanding the foregoing, this Agreement may be terminated immediately by Drumstick in the event of a bankruptcy or judicial or administrative declaration of insolvency of the Licensee.

7. It is expressly agreed and understood by Licensee that Drumstick has relied on Licensee's current system of direct sales to residential customers ("Direct Home Marketing") in granting this license. As long as Licensee distributes and sells goods with the Trademark primarily via Direct Home Marketing, this grant of a license includes the right to fill the tubes or "units" with ice cream, ice milk, malt, yogurt, sherbet or water ice. In the event that Licensee shall elect to identify and pursue as part of its primary marketing strategy any channel of commerce other than Direct Home Marketing, then this license shall automatically be limited so that only ice cream, ice milk and yogurt can be distributed and sold in the channel of commerce other than Direct Home Marketing. Notwithstanding the above, it is the intent of the parties that Licensee shall discourage the sale of goods containing sherbet or water ice other than through Licensee's primary system of Direct Home Marketing.

8. Upon termination of this Agreement for any reason, Licensee agrees to discontinue use of the Trademark and also agrees not to register or use any Trademark confusingly similar to the Trademark in the United States or Canada.

9. This Agreement shall be binding upon and/or to the benefit of the parties hereto and their successors and assigns. This Agreement shall be assignable by the Licensee only with the written consent of Drumstick, which consent shall not be unreasonably withheld.

10. In the event any term or condition of this Agreement is held to be in violation of any law, the same shall be deemed deleted from this Agreement and shall be of no force and effect, and this Agreement shall remain in full force and effect as if such term or condition shall not have been originally in this Agreement.

11. Neither party shall be deemed a partner, employee, agent or representative of the other for any purpose whatsoever. Neither party is herein granted any right or authority to bind or commit the other to any obligation or agreement.

12. The failure of any party hereto at any time to require full and complete performance by the other party shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of any breach hereof be taken or held to be a waiver of any succeeding breach.

13. All disputes arising out of or relating to this Agreement (including any questions of fraud or questions concerning the validity or enforceability of this Agreement) shall, unless earlier resolved by mutual agreement, be finally settled by arbitration to be held pursuant to the then existing Commercial Rules of the American

Arbitration Association. If arbitration is demanded by Licensee, the arbitration shall be held in Columbus, Ohio, and if the arbitration is demanded by Drumstick, it shall be held in Saint Paul, Minnesota. The arbitration panel shall consist of three arbitrators. Each party shall appoint one arbitrator from among its own management team within thirty (30) days from the date of filing any demand for arbitration and the third arbitrator (as well as any other vacancies on the panel) shall be appointed by the American Arbitration Association. It is the parties' desire that all arbitration be speedily concluded with the hearing to take place and the award to be made within ninety (90) days of the filing of any demand for arbitration. Judgment upon the award of a majority of the arbitrators shall be binding upon the parties hereto and may be entered in any court having jurisdiction. Specific performance and injunctive relief may be ordered by the award. Costs and attorney fees shall be paid as the Arbitrators' award shall specify. As the sole exception to arbitration, each party shall have the right to obtain injunctive relief, only, from any court having jurisdiction so as to preserve that party's rights for resolution in any pending or imminent arbitration proceedings, but no such injunction shall prohibit or postpone such arbitration proceedings and the injunctions may be modified or vacated as a result of the arbitration award.

14. All notices, demands and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given when transmitted by telex, telecopy, mailed by certified first class mail postage prepaid, return receipt requested, to the other party at the address set forth below or at such other address as may hereafter be designated in writing by such party, or, if delivered in person, when actually received.

The Drumstick Company  
P.O. Box 1819  
1740 Joyce Avenue  
Columbus, Ohio 43218  
Attention: President

Schwan's Sales Enterprises, Inc.  
115 West College Drive  
Marshall, Minnesota 56256  
Attention: Director of Retail Marketing

15. This is the entire agreement between the parties with respect to the matter herein. This Agreement may not be changed or amended in any respect unless set forth in writing and signed by the parties hereto or their duly authorized representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day and year above written.

Drumstick Company, a division of  
Alico Standard Corporation

Schwan's Sales Enterprises, Inc.

By: 

By: 

Its: PRESIDENT

Its: Director Of Retail Marketing

*Exhibit D*

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (the "Assignment") is by and between Société Des Produits Nestlé S.A., a Societe Anonyme organized and existing under the laws of Switzerland having a principal place of business at Case Postale 353, Vevey, 1800, Switzerland ("Nestlé") and Schwan's IP, LLC, a limited liability company organized and existing under the laws of Minnesota having a principal place of business at 115 West College Drive, Marshall, Minnesota 56258 ("Schwan's") (hereinafter, Nestlé and Schwan's may be referred to collectively as the "Parties"). This Agreement is effective as of the date on which the last signature required for full execution of the Agreement by Nestlé and Schwan's is entered upon this Agreement (the "Effective Date").

WHEREAS, Nestlé owns the mark PUSH-EMS, and the U.S. and Canadian trademark registrations therefor listed in *Exhibit A* attached hereto, for the goods specified therein (collectively, the "PUSH-EMS Mark");

WHEREAS, Nestlé and Schwan's have consummated the transactions under that certain Trademark Assignment and Coexistence Agreement of even date herewith (the "Trademark Agreement"), and whereas the execution and delivery of this Assignment is pursuant to the parties' obligations in connection with the Trademark Agreement; and

WHEREAS, Nestlé and Schwan's now desire to assign all of Nestlé's right, title and interest in and to the PUSH-EMS Mark to Schwan's, pursuant to the terms, conditions and restrictions set forth in this Assignment and the Trademark Agreement.

NOW THEREFORE, in consideration of the premises set forth above and the mutual promises, covenants, obligations and representations hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by both of the Parties hereto, the Parties agree as follows.

1. Nestlé hereby irrevocably assigns, transfers, grants, sets over and conveys unto Schwan's, its successors and assigns, all of Nestlé's right, title and interest in and to the PUSH-EMS Mark, including the trademark registrations therefor which are identified in *Schedule A* attached hereto, together with the goodwill of the business symbolized by the PUSH-EMS Mark, and including all common-law rights of Nestlé in the PUSH-EMS Mark.

2. Nestlé shall provide to Schwan's without further consideration or remuneration from Schwan's any such further reasonable assistance as may be required to assign, transfer, grant, set over and convey effectively to Schwan's, Nestlé's entire right, title and interest in and to the PUSH-EMS Mark.

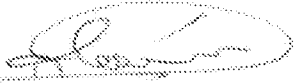
3. This Agreement shall be binding upon and inure to the benefit of the Parties, their affiliated companies, successors and assigns.

4. This Assignment, together with the Trademark Agreement, embodies the entire understanding of the parties hereto and no amendment or modification of this Assignment may be made except in writing signed by the parties hereto.

5. This Assignment may be executed in two or more identical counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. A facsimile, pdf or digital signature shall be deemed an original.

**Société Des Produits Nestlé S.A.**

By:



Signature


*Michel Dolci - Authorized Signatory*  
Printed Name and Title

Date

*7/6/2012*

**Schwan's IP, LLC**

By:



Signature

*Brian R. Sotter - Secretary*  
Printed Name and Title

Date

*6/19/2012*

*Schedule A*

Trademark Ser. No./Reg. No.	Status/Key Dates	Goods
PUSH-EMS  United States SN:74-016956 RN:1,755,969	Filed: January 8, 1990 Registered: March 2, 1993 Renewed March 2, 2003	(Int'l Class: 16) Cardboard and plastic plunger type cylindrical containers for packaging dairy and non-dairy and frozen confections  (Int'l Class: 30) Dairy and non-dairy frozen confections
PUSH-EMS  Canada AN:660777-00 RN:TMA414963	Filed: June 25, 1990 Registered: July 30, 1993 Renewed July 30, 2008	Sherbets, ices and frozen confections; cardboard and plastic plunger type cylindrical containers for packaging sherbets, ices and frozen confections.