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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	94002596
Party	Applicant Masayoshi Takayama
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

MASAYOSHI TAKAYAMA,

Applicant,

v.

D'AMICO HOLDING COMPANY,

Registrant.

Concurrent Use No. 94002596

**APPLICANT MASAYOSHI
TAKAYAMA'S MOTION FOR
SUMMARY JUDGMENT AND
MEMORANDUM IN SUPPORT
THEREOF**

Mark: MASA

Serial No.: 76/685,731

Filed: January 14, 2008

MOTION FOR SUMMARY JUDGMENT

I. Introduction

The parties to this concurrent use proceeding are Masayoshi Takayama ("Takayama") as the concurrent use applicant and D'Amico Holding Company ("D'Amico") as an excepted user. Takayama brings this motion for summary judgment that the mark of his application is entitled to registration subject to the concurrent use provisions identifying D'Amico as an excepted user for the excluded geographic regions. Because the application at issue has been amended to be consistent with the terms to which the parties have already agreed in entering a Coexistence and Settlement Agreement, Takayama submits that there are no triable issues of fact. Judgment should be entered that the concurrent use of the respective marks of the parties is not likely to cause confusion among consumers, and Takayama's concurrent use application should proceed to registration.

II. Background

The mark at issue is MASA. In Spanish "masa" means "flour" or "dough." *See* Registration No. 3,380,250 for MASA and design. More specifically, and especially in the Americas, "masa" refers to the corn-based dough used to make corn tortillas and tamales. *See* Exhibit C, page 3, and Exhibit D¹. In Japanese, "Masa" is recognized as a short form for any given name that starts with "Masa," with meanings that include "correct, just." *See* Exhibit E, entry 84 at page 3. Takayama's given name is "Masayoshi" and he uses "Masa" as the short form of his given name. *See* Exhibit F.

Takayama began using the MASA trademark in connection with Japanese restaurant services in 2004. *See* Exhibit A, the Coexistence and Settlement Agreement entered between the parties, first recital, and the first use date set forth in the present application.² D'Amico began using the MASA trademark in connection with contemporary Mexican cuisine in November of 2005. *See* Exhibit A, second recital; the first use dates asserted in D'Amico's U.S. Registration Nos. 3,855,043 and 3,380,250; and page 1 of Exhibit C, a menu for D'Amico's MASA restaurant in Minneapolis. Many of the dishes served at D'Amico's MASA restaurant include tamales or tortillas that are presumably made from masa dough. *See* Exhibits B and C, menus for D'Amico's MASA restaurant.

¹ In this Motion, references to exhibits refer to the exhibits to the Declaration of David A. Plumley filed with this Motion.

² The Coexistence and Settlement Agreement ("Agreement") includes a provision that the terms of the Agreement be maintained in confidence. However, as stated by the Board in the order converting prior Opposition No. 91201540 to this Concurrent Use action, the Agreement "includes minimal, if any, information which is genuinely confidential." *See* the March 5, 2014 Order, n 1. Nevertheless, in an effort to abide by the terms of the Agreement, Takayama is submitting the Agreement under seal, and where Takayama cites provisions of the Agreement that might be considered truly confidential, he will redact such portions of the brief from the public record. However, where Takayama cites facts or statements from the Agreement that are readily available from sources other than the Agreement, he will cite the Agreement without redaction, providing parallel citations.

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On June 20, 2005, D'Amico filed an application for registration of the MASA trademark in standard characters for use with "restaurant and bar services." Takayama opposed that application based on his prior rights in the MASA trademark. That opposition was eventually dismissed pursuant to the Coexistence and Settlement Agreement ("Agreement") and the opposed application issued as Registration No. 3,855,043. D'Amico filed a second application for registration of the MASA trademark for use with "restaurant and bar services" on November 30, 2006, the second application including design elements. This second application issued as Registration No. 3,380,250. These registrations have been identified in the current application as owned by D'Amico as the excepted user.

The Agreement includes provisions [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The Agreement [REDACTED]

[REDACTED]

On January 14, 2008, Takayama filed the present application identifying his services as "Japanese and sushi restaurant and bar services." As originally filed, the application did not include any geographic restrictions. When registration was refused based on D'Amico's prior registrations, Takayama overcame the refusal by submitting a copy of the Agreement. Upon publication of the application, D'Amico initiated Opposition No. 91201540. D'Amico's original Notice of Opposition asserted two counts: breach of contract by Takayama for his counsel's submission of a copy of the Agreement during prosecution of the application, and fraud on the Patent and Trademark Office because Takayama's counsel referred to the Agreement as a "consent agreement." In its discovery conference report, the Board struck the breach of contract claim *sua sponte*. See the November 8, 2011 Discovery Conference Report in Opposition No. 91201540, pages 4-5. In that same report, the Board expressed skepticism in the merits of the

fraud claim, indicating that the statement upon which D'Amico bases its allegations "would appear to be immaterial to the approval of that application for publication inasmuch as any determination to withdraw the Section 2(d) refusal based on that agreement was presumably based upon a review of the actual agreement, and not merely on applicant's description thereof." *Id.* at page 6.

Soon after it was initiated, further action in the opposition was suspended for a total of about eighteen months pursuant to D'Amico's requests for suspension pending its unsuccessful attempts to have the Agreement expunged from the record of the present application. The proceedings were resumed in June of 2013, and in July of 2013, D'Amico filed a motion to amend the pleadings to include a claim for likelihood of confusion, and Takayama filed a motion for summary judgment on D'Amico's fraud claim. In September of 2013, the Board granted D'Amico's motion to amend the pleadings. Because Takayama's motion was based on the original Notice, and because the amended Notice became the operative pleading, Takayama's motion was deemed moot. *See* the September 30, 2013 Order in Opposition No. 91201540.

Upon D'Amico raising the issue of likelihood of confusion for the first time almost two years after the opposition was initiated, Takayama concluded that the dispute might best be resolved by amending the present application to include geographic limitations consistent with the Agreement. In December of 2013, Takayama filed a motion seeking such an amendment, and requested that the opposition be dismissed in favor of a Concurrent Use proceeding. That motion was granted and the present Concurrent Use action was initiated on March 5, 2014.

III. Legal Standard for Summary Judgment

Summary judgment is proper where the moving party establishes that there are no triable issues of material fact and that it is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(a). "When the moving party's motion is supported by evidence sufficient to indicate that there is no genuine issue of material fact, and that the moving party is entitled to judgment, the burden shifts to the nonmoving party to demonstrate the existence of specific genuinely-disputed facts that

must be resolved at trial. The nonmoving party may not rest on the mere allegations of its pleadings and assertions of counsel, but must designate specific portions of the record or produce additional evidence showing the existence of a genuine issue of material fact for trial." *Fram Trak Indus., Inc. v. WireTracks LLC*, 77 U.S.P.Q. 2d 2000, 2004 (T.T.A.B. 2006). The Board has recognized that summary judgment is a "salutary method of disposition," and as a result, "does not hesitate to dispose of cases on summary judgment when appropriate." TBMP §528.01 (citations omitted).

IV. Legal Standard for Concurrent Use

The sole issue before the Board in a concurrent use action is whether or not the concurrent use application is entitled to registration. TBMP §1104. To that end, as the concurrent use applicant, Takayama "must prove that there will be no likelihood of confusion by reason of the concurrent use by the parties of the respective marks, and that the parties have become entitled to use their marks as a result of their concurrent lawful use in commerce prior to the applicable date," which in this case is the June 20, 2005 filing date of D'Amico's first application. *See* TBMP §1108.

In matters before the Patent and Trademark Office, *In re E. I. du Pont de Nemours & Co.*, 476 F.2d 1357, 177 U.S.P.Q. 563 (C.C.P.A. 1973) is "the seminal case" in evaluating likelihood of confusion under 15 U.S.C. §1052(d). *See* TMEP §1207.01. In *Du Pont*, the court set forth thirteen factors for assessing likelihood of confusion. *Id.* The factors include the similarities in the marks and the relatedness of the goods or services. *Id.*, citations omitted. In addressing the marks themselves, it is well-settled that weak trademarks are entitled to narrower protection than fanciful or arbitrary trademarks. *See Palm Bay Imps., Inc. v. Veuve Clicquot Ponsardin Maison Fondee en 1772*, 396 F.3d 1369, 1373, 73 U.S.P.Q. 2d 1689, 1693 (Fed. Cir. 2005).

Furthermore, while setting forth a number of possible factors for consideration, the *Du Pont* court recognized that where the parties have entered an agreement regarding the use of their respective marks, that agreement should be given significant weight in the likelihood of confusion analysis:

[W]hen those most familiar with use in the marketplace and most interested in precluding confusion enter agreements designed to avoid it, the scales of evidence are clearly tilted. It is at least difficult to maintain a subjective view that confusion will occur when those directly concerned say it won't. A mere assumption that confusion is likely will rarely prevail against uncontroverted evidence from those on the firing line that it is not.

Du Pont 476 F.2d at 1363, 177 U.S.P.Q. at 568.

V. Argument

The Agreement between the parties sets forth [REDACTED]

[REDACTED] Where the terms of a settlement agreement are clear from the face of the document and the document represents the complete agreement, the agreement may "be interpreted without resort to parol evidence as to the intent of the parties that signed those items." *Duramax Marine, LLC v. R.W. Fernstrum & Co.*, 80 U.S.P.Q. 2d 1780, 1785 (TTAB 2006). Furthermore, "[b]ecause construction of a contract is a question of law, resolution of the meaning and interpretation of a contract is appropriate on summary judgment." *Bausch & Lomb, Inc. v. Karl Storz GmbH & Co. KG*, 87 U.S.P.Q. 2d 1526, 1530 (TTAB 2008) (not only holding that summary judgment was appropriate, but entering summary judgment *sua sponte*).

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The Agreement here does not specifically address Takayama's right to register the mark at issue, but it sets forth [REDACTED]

[REDACTED] Despite D'Amico's frequent and vehement objections to any reference to the Agreement as a "consent agreement," because the right to register a mark flows from a party's common law right to use his or her trademark, granting of consent to use is tantamount to the granting of consent to register. *See Richdel, Inc. v. Mathews Co.*, 190 U.S.P.Q. 37, 42 (TTAB 1976) (it is a "fundamental principle that a registration is recognition of a party's common law rights to the use of a mark"). Any argument by D'Amico that "in giving its consent to applicant, it never contemplated that applicant would claim his own trademark rights therein and seek to obtain a registration to reflect such rights indicates naivete, a failure to consider the possible consequences of its actions prior to executing the agreement." *Id.*

Takayama recognizes that the mere existence of an agreement between parties as to the use of their respective marks is not the end of the inquiry. It is well-settled that a "naked" consent is "entitled to little probative weight in the likelihood of confusion analysis." *Holmes Oil Co., Inc. v. Myers Cruizers of Mena, Inc.*, 101 U.S.P.Q. 2d 1148, 1150 (TTAB 2011). However, "a consent agreement which includes information as to why the parties believe confusion is unlikely, which evidences the parties' business-driven belief and conclusion that there is no likelihood of confusion, and which includes provisions to avoid any potential confusion, is entitled to great weight in favor of a finding that confusion is not likely." *Id.* The present Agreement is such an agreement. It sets forth [REDACTED]

[REDACTED] It sets forth [REDACTED]

[REDACTED]

[REDACTED] It sets forth [REDACTED]

[REDACTED] It imposes obligations [REDACTED]

[REDACTED] Far from

a "naked" agreement, the present Agreement adequately sets forth substantial mechanisms for avoiding confusion.

The Federal Circuit faced similar issues in *In re Four Seasons Hotels Ltd.*, 987 F. 2d 1565, 26 U.S.P.Q. 2d 1071 (Fed. Cir. 1993). There, the Federal Circuit held that the terms of an agreement between the parties played a "'dominant role' in the likelihood of confusion analysis," *Id.*, 987 F. 2d at 1568, 26 U.S.P.Q. 2d at 1073 (citations omitted). The agreement in *In re Four Seasons* shares many similarities with the present Agreement. For example, the agreement there included terms defining the particular types of hotel services that would or would not be provided by each party along with restrictions on locations for such services (compare the present Agreement, Exhibit A, [REDACTED] [REDACTED] [REDACTED] [REDACTED] it prohibited either party from associating itself with the other (*see* Exhibit A, [REDACTED] and it provided that the parties should cooperate to "eliminate or minimize confusion in the event any arose" (*see* Exhibit A, [REDACTED] *See Id.*, 987 F. 2d at 1567, 26 U.S.P.Q. 2d at 1072. In reversing the Board, the Federal Circuit reminded the Board "that 'reliance on its own views . . . rather than the views of the parties in question, contravenes the scope and intent of this court's precedent in *DuPont* and *Bongrain*.'" *Id.*, 987 F. 2d at 1569, 26 U.S.P.Q. 2d at 1074, quoting *Amalgamated Bank of New York v. Amalgamated Trust & Sav. Bank*, 842 F.2d 1270, 1275, 6 U.S.P.Q.2d 1305, 1308 (Fed.Cir.1988). While not directly addressed in reaching the decision *In re Four Seasons*, it is noteworthy that even though the agreement included geographic restrictions on use, the other provisions were apparently sufficient to avoid confusion and no geographic restrictions were required in either registration. *See Id.*

The Board's decision in *Holmes Oil Co.* provides further guidance, with close similarities to the present action both procedurally and factually. Like the present action, that case started out as an opposition that was converted to a concurrent use action. *Holmes Oil Co.*, 101 U.S.P.Q. 2d at 1148. There, much like D'Amico here, Myers was the excepted user, and owned

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a geographically unrestricted registration. *Id.* at 1148. Like Takayama, Holmes as the concurrent use applicant sought to exclude certain geographic areas from its application according to a coexistent agreement between the parties. *Id.* Furthermore, like the present Agreement, the agreement there [REDACTED] [REDACTED] *Id.* at 1149. While the examining attorney there thought the agreement was deficient, and even the Board recognized that the "agreement could be improved upon," the Board nonetheless found the terms sufficient to avoid confusion. *Id.* at 1150. Specifically, the agreement there included provisions addressing "the nature of each party's use" with certain "restrictions on use" [REDACTED] it included obligations "to resolve trademark claims which have arisen or may arise" [REDACTED]; it included obligations "to address actual confusion and the measures the parties will take should actual confusion arise" [REDACTED]. *Id.* In reaching this decision, the Board also recognized that "[t]raditionally, the geographic territories identified in a concurrent use settlement agreement are mutually exclusive," but concluded that in view of the existence of a valid agreement between the parties that would permit the parties to operate in "overlapping territories," the issuance of a concurrent use registration with territories overlapping those of the excepted user was permissible. *Id.* at 1149 (with the overlapping territories being the entire U.S. with the exception of Arkansas).

While the existence of a valid Agreement is perhaps the most compelling factor in the present analysis for likelihood of confusion, Takayama further recognizes that the *Du Pont* factors addressing similarities and differences between the marks themselves and between the services provided under the marks cannot be ignored. *See* TMEP §1207.01. Here, both parties are generally using their MASA trademarks in connection with restaurant and bar services. However, despite similarities in the marks and the services with which they are used, MASA as used by Takayama with Japanese cuisine offers a much different commercial impression than MASA as used by D'Amico with Mexican cuisine. Specifically, in Japanese, "Masa" is the short

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form of Takayama's given name "Masayoshi," and is arbitrary when used with Japanese restaurant services. *See* Exhibits D and E. In contrast, MASA as used with Mexican cuisine, is highly suggestive of food items such as tamales and tortillas made from the corn-based dough known as "masa," food items commonly served at Mexican restaurants. *See* Exhibits B, C, and D. D'Amico's menu emphasizes this point. Not only are tamales and corn tortillas found throughout the menu, one menu even includes a "*Glosario*" (Spanish for "glossary") that defines "masa." *See* Exhibit B, page 3. Consequently, "masa" as used in connection with a Mexican restaurant imparts a commercial impression highly suggestive of Mexican cuisine while MASA as used with Japanese food is arbitrary. When viewed in the context of actual use, and in particular, in view of the inherent ethnic connotations with which the marks are used, consumers are not likely to be confused.

Again, the Federal Circuit's analysis in *In re Four Seasons Hotels* provides valuable guidance on this point. There, registration of the term BILTMORE was at issue, with applicant seeking to register a mark including BILTMORE in connection with "resort innkeeping services" over a prior registration including BILTMORE for use with "hotel services." In view of the consent agreement between the parties, and in spite of the fact that both parties used the identical term "BILTMORE," the Federal Circuit was able to appreciate that though similar, the services were distinguishable in that one party provided its innkeeping services at a seaside resort while the other provided its hotel services at a more traditional hotel in a metropolitan area. *In re Four Seasons*, 987 F. 2d at 1567, 26 U.S.P.Q. 2d at 1072. As in *In re Four Seasons*, although the differences in the services provided by the parties may be subtle with Takayama providing Japanese restaurant services and D'Amico providing Mexican restaurant services, in view of the Agreement between the parties, and taking into consideration the inherent weakness of the term MASA, particularly as used with D'Amico's services, Takayama's concurrent use application should proceed to registration.

VI. Conclusion

According to the undisputed record, the Agreement sets forth [REDACTED]. In setting forth such guidelines, the Agreement does not prohibit Takayama from seeking registration. Because the present application is consistent with the terms of the Agreement, there are no triable issue of fact. Therefore, Takayama is entitled to the concurrent use registration he seeks, and summary judgment should be granted. Furthermore, since registration is the only issue before the Board, final judgment should be entered, and Takayama's concurrent use application should proceed to registration.

Respectfully submitted,

CHRISTIE, PARKER & HALE, LLP

Dated: March 26, 2014

By /David A. Plumley/

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CERTIFICATE OF SERVICE

I certify that on March 26, 2014, a true and correct copy of the foregoing **APPLICANT MASAYOSHI TAKAYAMA'S MOTION FOR SUMMARY JUDGMENT AND MEMORANDUM IN SUPPORT THEREOF (REDACTED)** and **APPLICANT MASAYOSHI TAKAYAMA'S MOTION FOR SUMMARY JUDGMENT AND MEMORANDUM IN SUPPORT THEREOF (CONFIDENTIAL FILING)** is being served by electronic mail, to:

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DAP/jhg

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

MASAYOSHI TAKAYAMA,

Applicant,

v.

D'AMICO HOLDING COMPANY,

Registrant.

Concurrent Use No. 94002596

**DECLARATION OF DAVID A.
PLUMLEY IN SUPPORT OF
APPLICANT MASAYOSHI
TAKAYAMA'S MOTION FOR
SUMMARY JUDGMENT**

Mark: MASA

Serial No.: 76/685,731

Filed: January 14, 2008

DECLARATION OF DAVID A. PLUMLEY

David A. Plumley states:

1. I am counsel of record for applicant Masayoshi Takayama ("Takayama") in the above-captioned concurrent use proceeding. I make this declaration based on personal knowledge and could competently testify to the facts stated here if called upon to do so.

2. Attached as Exhibit A is a copy of the Coexistence and Settlement Agreement that was entered between Takayama and D'Amico Holding Company ("D'Amico") in settling prior Opposition No. 91175440.

3. Attached as Exhibit B is a printout from a webpage including a sample menu from D'Amico's MASA restaurant that was submitted as a specimen with the Section 8 declaration filed on December 13, 2014 in D'Amico's U.S. Registration No. 3,380,250 for MASA and design. This document was accessed and printed from the TSDR database on March 19, 2014.

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4. Attached as Exhibit C is a copy of a menu from D'Amico's MASA restaurant which was submitted as a substitute specimen on September 13, 2007 during examination of D'Amico's U.S. Registration No. 3,380,250 for MASA and design. This document was accessed and printed from the TSDR database on March 19, 2014.

5. Attached as Exhibit D is a printout from online dictionary "thefreedictionary.com" which defines "masa" as "Dough made of dried corn that has been soaked in limewater then rinsed and ground, used especially in tortillas and tamales." This exhibit was accessed and printed from www.thefreedictionary.com on March 7, 2014.

6. Attached as Exhibit E is a printout from the website "20000-NAMES.COM" with a list of male Japanese names. On page 3, entry 84 includes the following information for MASA: "Unisex short form of Japanese names beginning with *Masa-*, meaning 1) 'correct, just ...'" This exhibit was accessed and printed from www.20000-names.com on March 13, 2014.

7. Attached as Exhibit F is a printout from the "Chef Masa" page of Takayama's website at "masanyuc.com." This page shows that Takayama is known as "Masa" which is the short form of his given name Masayoshi. This exhibit was accessed and printed from www.masanyuc.com on March 13, 2014.

Sworn to under the penalty of perjury this 26th day of March 2014 in Glendale, California.

/David A. Plumley/
David A. Plumley

CERTIFICATE OF SERVICE

I certify that on March 26, 2014, a true and correct copy of the foregoing **DECLARATION OF DAVID A. PLUMLEY IN SUPPORT OF APPLICANT MASAYOSHI TAKAYAMA'S MOTION FOR SUMMARY JUDGMENT (REDACTED) and DECLARATION OF DAVID A. PLUMLEY IN SUPPORT OF APPLICANT MASAYOSHI TAKAYAMA'S MOTION FOR SUMMARY JUDGMENT (CONFIDENTIAL FILING)** is being served by electronic mail, to:

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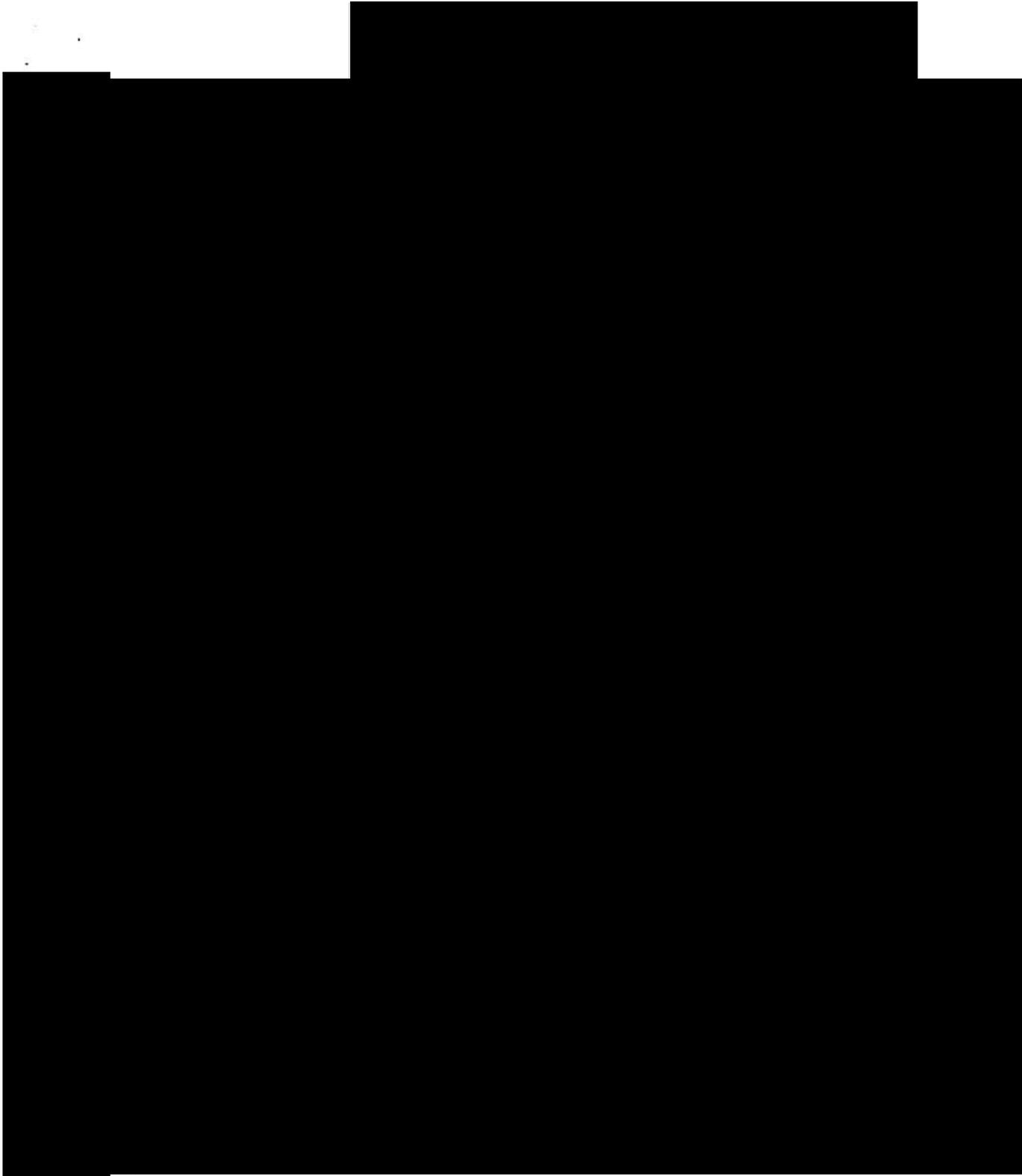
Attorneys for Registrant, D'Amico Holding Company

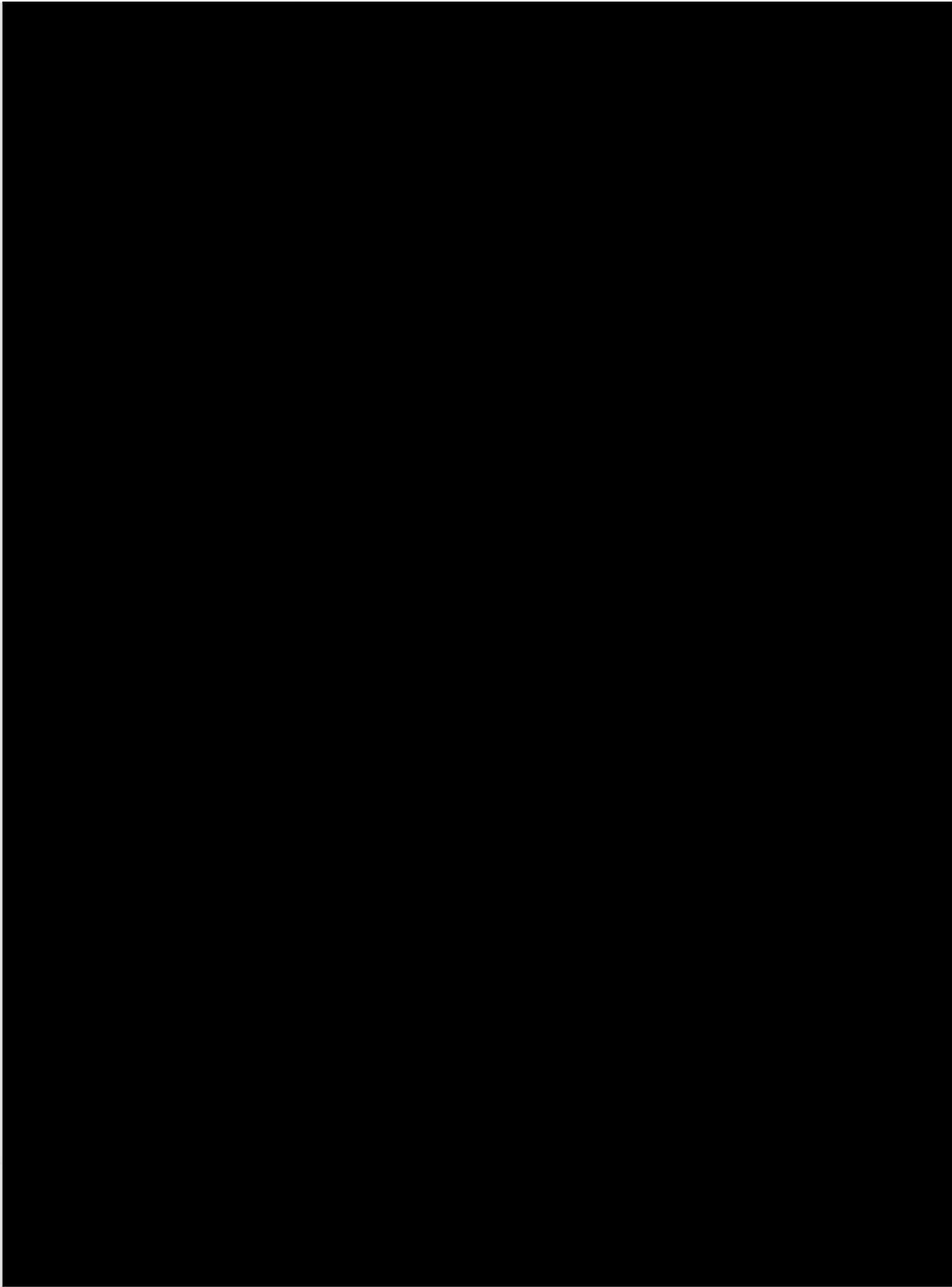
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Concurrent Use No. 94002596

EXHIBIT A







Concurrent Use No. 94002596

EXHIBIT B



Located on Nicollet Mall Downtown Minneapolis
1070 Nicollet Mall 612.338.6272
www.masa-restaurant.com

Masa offers a contemporary homage to the tradition of Mexican cuisine. Replete with floor to ceiling windows, colorful murals and a juicy orange backlit bar, Masa serves lunch Monday – Friday, and dinner is served every night of the week. Patio seating available in season.



Best New Restaurant

Mpls St Paul Magazine's Best of the Twin Cities

Best New Restaurant

Twin Cities Business Magazine

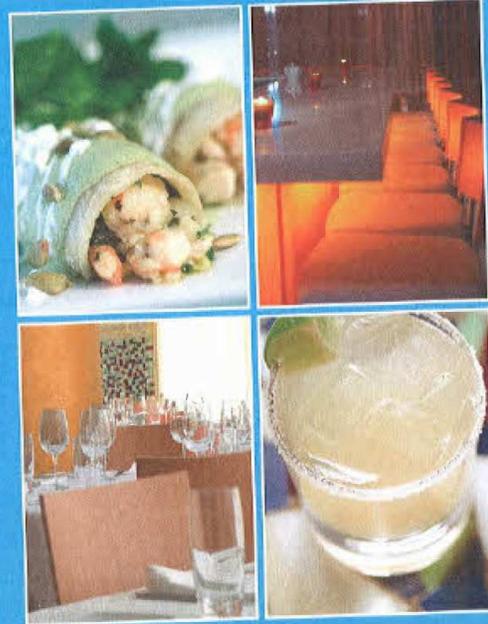
Best Mexican

Mpls St Paul Magazine's Readers Poll

50 Great Plates

Mpls St Paul Magazine's Best Restaurants

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Contemporary Mexican Cuisine

Outdoor Patio

Full Bar

Private Dining Available



A "Buzz-worthy Restaurant"

New York Times

Best Mexican

Mpls St Paul Magazine

"Notable Places to Eat"

Wall Street Journal

"Masa Brings the Company's High Standards and Design Acumen to the Realm of Mexican Cuisine"

Mpls St Paul Magazine



MASA SAMPLE MENU

ENTREMESES

appetizers, salads and soups

- Ceviche del Dia** Ceviche of the day 9.75
- Guacamole Picado** Mashed avocado with white onion, tomato, chile serrano, cilantro and lime; served with raw vegetables and tortilla chips 8.75
- Ensalada de Invierno con Calabasa Rotisada**
Warm roasted winter squash and spinach salad with goat cheese, toasted pepitos and chipotle vinaigrette 9.00
- Carne Cruda** Seared beef tenderloin marinated with pasilla and ancho chiles, served with pepito pesto, purple cress and radish salad 9.00
- Quesadilla con Carne** Fresh masa quesadilla with Chihuahua cheese, shredded beef, serrano and onion; served with poblano crema 8.00
- Salpicon con Carne de Puerco** Romaine lettuce salad with marinated pork, apples, avocado, cherry tomatoes and toasted-cumin vinaigrette 8.50
- Ensalada de Corazon de Palmitos** Fresh hearts of palm, local cherry tomatoes, red onion and avocado salad with mixed baby lettuces, dressed with cilantro-lime vinaigrette 7.75
- Queso Fundido con Hongos** Melted Chihuahua and havarti cheese with mixed mushrooms, onion, tomato, serrano and Dos Equis Amber; served with warm tortillas 9.75
- Jalapeño Relleno de Chorizo con queso Chihuahua**
Roasted jalapeño pepper stuffed with chorizo, apples and Chihuahua cheese; served with guajillo and black bean purée 8.00
- Arroz Negro con Calamars en Salsa Verde**
Black rice with calamari in salsa verde 9.75
- Sopa de Tortilla** Tortilla soup with avocado, chile pasilla and Chihuahua cheese; served with lime and fried tortilla strips 9.00

TORTAS

sandwiches (lunch menu)

- Torta Carnitas** Roast pork sandwich with cilantro, avocado, onion, lime and pickled peppers 9.75
- Torta al Carbon** Marinated skirt steak, roasted poblano peppers, onions and salsa rojo 10.50
- Torta con Pollo** Grilled chicken breast marinated in barbacoa salsa; served with cucumber, chile serrano, pickled red onion, cilantro and tomato 9.50
- Torta Verdura** Grilled marinated vegetables, pickled jalapeño vinaigrette and griddled panella cheese 9.50

PLATILLOS LIGEROS

lighter plates (lunch menu)

- Chilaquiles con Salsa Verde** Two fried eggs your way; served with tortilla chips simmered in salsa verde, onions and queso fresco 12.00
- Tamales con Puerco** Two tamales in steamed corn husks filled with pork, Chihuahua cheese and red molito sauce; served with cilantro rice and frijoles negros 14.50
- Camarones al Mojo de Ajo** Sautéed Florida gulf shrimp with toasted garlic and chipotle in adobo and lime; served with cilantro rice 16.00
- Enchiladas con Pollo Estilo Morelia** Two traditional light corn tortillas, dipped in guajillo salsa, sautéed and filled with chicken; served with potatoes, carrots and pickled jalapeños 13.75
- Enchiladas de Carne** Two traditional light corn tortillas with shredded braised beef, lettuce, tomato, onion and salsa verde; served with cotija and crema 13.75
- Enchilada Vegetariana** Vegetarian enchilada with mushrooms, roasted poblanos, chard and black beans 13.75
- Sopa de Tortilla con Pollo** Tortilla soup with chicken, avocado, chile pasilla and Chihuahua cheese; served with lime and fried tortilla strips 12.75

PARA ACOMPAÑAR

side dishes

- Frijoles Negros** Black beans with epazote and queso fresco 4.50
- Frijoles Charros** Pinto beans with chorizo 4.50
- Arroz Mexicano** Rice flavored with tomato, guajillo chiles, carrots and peas 4.50
- Arroz Blanco** White rice with cilantro and lime 4.50

DE MAIZ

corn-based dishes (dinner menu)

- Sope con Pato** Fresh masa sope with duck confit in mole Colorado, mashed ripe plantain, crema anejo and cotija cheese 8.50
- Enchiladas con Pollo Estilo Morelia** Two traditional light corn tortillas, dipped in guajillo salsa, sautéed and filled with chicken; served with potatoes, carrots and pickled jalapeños 16.50
- Enchiladas con Jaiba** Two traditional light corn tortillas filled with king crab and Chihuahua cheese; served with lettuce, pickled onions, salsa verde, cotija and crema 24.00
- Enchiladas de Carne** Two traditional light corn tortillas with shredded braised beef, lettuce, tomato, onion and salsa verde; served with cotija and crema 17.50
- Tamales con Puerco** Two tamales in steamed corn husks filled with pork, Chihuahua cheese and red molito sauce; served with cilantro rice and frijoles negros 14.75
- Tamal con Pollo** Grilled chicken tamale steamed in banana leaf with chard, Chihuahua cheese and red molito sauce; served with cilantro rice and frijoles negros 15.50
- Tacos con Arroz y Frijoles** 15.50
Choose any combination of three tacos; includes rice and frijole negros
- al carbon** marinated skirt steak, lettuce and onions
 - pescado** grilled mahi mahi, pico de gallo, lettuce and guacamole
 - al pastor** pork marinated in adobo sauce, grilled pineapple and salsa verde
 - tinga de pollo** shredded chicken with chipotle crema
 - carmitas** roasted pork, cilantro, onion and lime

PLATILLOS FUERTES

entrées (dinner menu)

- Pollito al Campesino** Grilled all-natural chicken breast marinated in salsa verde with roasted poblanos, mushrooms and onion; served with poblano crema and cilantro rice 19.50
- Pollo con Mole Colorado estilo Oaxaca** All-natural half chicken cooked in authentic mole colorado; served with fried plantains, rice and warm tortillas 18.75
- Chuleta de Puerco en Chile Guajillo** Pan-roasted bone-in pork chop marinated in guajillo chiles, onions and roasted garlic; served with cilantro rice and citrus salad 19.00
- Chamorro de Puerco a la Pibil** Roasted pork shank, broiled pineapple in adobo and black bean purée 19.75
- Filete al Chipotle con Queso Chihuahua y Cebollitas Verdes**
Grilled beef tenderloin marinated with chipotle salsa and finished with melted Chihuahua cheese and grilled green onions 28.75
- Mole de Hoya con Carne de Res** Beef short ribs and vegetables braised in red guajillo chile broth; served with fresh masa dumplings and warm tortillas 23.00
- Sea Bass con Salsa Huichol y Ensalada de Arroz** Grilled sea bass with salsa Huichol butter; cilantro rice salad with pico de gallo, romaine and sliced avocado 26.75
- Camarones estilo Oaxaca** Sautéed Florida gulf shrimp with roasted tomato-morita salsa; served with cilantro rice and black beans 19.50

POSTRES

desserts

- Crepes de Cajeta** Buttered crepes with goat's milk caramel and candied pecans 6.50
- Flan de Coconut** Coconut flan with toasted coconut 6.50
- Pastel de Tres Leches** Three milk cake 6.50
- Churros** Warm fritters with Oaxacan chocolate sauce 6.50
- Pan de Chocolate con Elado de Platanó**
Warm Mexican chocolate bread pudding with banana-rum ice cream 6.50
- Helados y Sorbete** Ice cream or sorbet; served with Mexican cookies 5.50



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EXHIBIT C



ENTREMESES

appetizers and small dishes

Ceviche Classico

Lime-marinated snapper, olives, tomato, chile serrano, and cilantro; served with tostaditas 9.00

Guacamole Picado

Mashed avocado with white onion, tomato, chile serrano, cilantro, and lime; served with raw vegetables and tortilla chips 8.75

Taquitos de Carne

Fried taco with braised beef brisket; served with lettuce, tomato and crema 7.50

Arroz Negro con Calamares en Salsa Verde

Black rice with calamari in salsa verde 8.75

Queso Frito

Fried Panela cheese with raw tomatillo salsa; served with corn tortillas 8.50

Quesadilla con Hongos y Cebollitas

Mushrooms sautéed in garlic, green onion, poblano peppers, black bean puree, and Chihuahua cheese; served on flour tortillas 8.00

Quesadilla con Camarone

Shrimp, garlic, oregano, roasted poblano peppers, onions and Oaxacan cheese; served on flour tortillas 9.00

Sope Surtidos

Two corn masa boats with choice of: 9.50

Shredded chicken and chipotle crema

Roasted poblano, onion and oregano

Chorizo and potato

Adobe pork and pineapple

ENSALADA Y SOPA

salads and soups

Ensalada Verde

Mixed baby lettuces, cherry tomatoes, red onion, and cilantro-lime vinaigrette 6.50

Sopa de Tortilla

Tortilla soup with avocado, chile pasilla and Chihuahua cheese; served with lime and fried tortilla strips 8.50

Sopa de Pescado

Sea bass and shrimp soup; served with lime, red onions and cilantro 8.50

TACO Y TOSTADAS

tacos and tostadas

Two small soft corn tortillas or two fried corn tortillas with choice of: 7.50

al Carbon-marinated skirt steak, roasted serrano peppers, onions, and salsa rojo

Pescado-snapper, pico de gallo, lettuce, and guacamole

Carnitas-roasted pork, cilantro, onion, and lime

al Pastor-pork marinated in adobe sauce, grilled pineapple and salsa verde

con Chorizo-chorizo, potato, salsa verde, and queso fresco



PLATILLOS LIGEROS
lighter plates

Tamales de Pollo con Chile Verde y Tamales de Puerco con Chile Rojo
Chicken and pork tamales with salsa verde and salsa rojo 13.50

Enchilada con Pollo Estilo Morelia
Two traditional light corn tortillas, dipped in guajillo salsa, sautéed, and filled with chicken; served with potatoes, carrots and pickled jalapeños 15.50

Pozole Verde
Light stew of chicken, pork and hominy; served with lime, onion, radish, and tostaditas 15.50

Enchilada con Jaibas
Two traditional light corn tortillas filled with king crab, Chihuahua cheese; served with lettuce, pickled onions, salsa verde, cotija and crema 17.50

Chile Rellenos de Carne
Roasted poblano chile stuffed with spiced shredded pork, raisins and almonds and fried in meringue batter; served with tomato sauce 12.00

PLATILLOS FUERTES
entrees

Pollo con Mole Poblano
Half chicken cooked in authentic mole poblano; served with fried plantains, rice and warm tortillas 18.00

Pollo en Recado de Chilomole
Chicken breast grilled with Yucatecan marinade; served with cilantro rice 17.50

Pollo con Naranja
Chicken breast marinated in orange juice, tequila and onions, grilled, and served with roasted sweet potato and pineapple rice 18.00

Puerco Veracruzana
Roasted pork should marinated with lime, garlic and chile ancho; cooked in banana leaf and served with broiled pineapple in adobo sauce and black bean puree 19.00

Camarones en Salsa Guajillo
Sautéed shrimp with guajillo sauce and cilantro-lime rice 22.00

Mahi-Mahi con Achiote y Cebollas en Escabeche
Grilled mahi-mahi filet with achiote marinade and pickled red onions; served with black beans and rice 23.75

Pescado ala Veracruzana
Sea bass with tomato, onion, Manzanilla olives, pickled jalapeños, and capers 24.00

Bistek con Chipotle Ancho Marinado y Cebollita Verdes
Grilled 10 ounce Black Angus ribeye steak with chile ancho-chipotle butter; served with refried pinto beans, grilled onions and pico de gallo 24.50

PARA ACOMPANAR
side dishes

Frijoles Borrachos
Brothy pinto beans finished with bacon, chorizo, tomato, and jalapeño 4.00

Frijoles Negros
Black beans with epazote and queso fresco 4.00

Arroz Rojo
Mexican rice with tomato, garlic, carrots, and peas 4.00

Arroz Blanco
White rice with cilantro and lime 4.00

Cebollitas Asadas
Grilled green onion, lime and cayenne 4.00



GLOSARIO glossary

Ancho Chile

A dried poblano chile, it is the most commonly used chile in Mexican cuisine

Chihuahua Cheese

A white cow's milk cheese with excellent melting qualities. It is also known as Asadero or Oaxaca cheese.

Chipotle Chile

A smoked then dried jalapeño with a characteristically smokey-sweet flavor

Cotija

An aged white Mexican cheese with a salty flavor

Crema

A creamy accompaniment similar to Crème Fraiche

Epazote

A pungent herb with a piney aroma

Guajillo

A dried chile with bright, lively flavor and medium to high heat

Hominy

Dried white or yellow corn kernels with the hull and germ removed

Masa

The traditional dough used to make corn tortillas, it comes from sun or fire-dried corn kernels that are cooked in lime water then soaked overnight and ground into dough.

Mescal/Mezcal

Called the "Nectar of the Gods" by Cortez, it is a liquor made from the fermentation and distillation of the pulp of the Agave plant. It differs from Tequila in that it is not made from the Blue Agave and is often sold with an Agave worm in the bottle.

Panela Cheese

A white, salty Spanish cheese

Pasilla Chile

A dark brown dried chile with deep flavors and medium to high heat

Piquin Chiles

A very small chile with a fiery red color and heat that dissipates quickly in the mouth

Poblano Chile

A large green chile with rich, complex, earthy flavors and medium heat

Queso Fresco

A fresh, white, slightly salty cheese similar to Farmer Cheese

Serrano Chiles

A small green or red chile with medium to high heat, it is commonly used in fresh salsa

Sopa

The Spanish word for soup

Sopes

Thick tortillas with raised edges to allow for stuffing

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EXHIBIT D

thefreedictionary.com

ma·sa  (mä'sə)

n.

Dough made of dried corn that has been soaked in limewater then rinsed and ground, used especially in tortillas and tamales.

[American Spanish, from Spanish, *dough*, from Old Spanish, from Latin *masa*, *mass*, *dough*; see **mass**.]

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Thesaurus

Legend: Synonyms Related Words Antonyms

Noun 1. Masa - an independent group of closely related Chadic languages spoken in the area between the Biu-Mandara and East Chadic languages

Chadic, Chadic language, Chad - a family of Afroasiatic tonal languages (mostly two tones) spoken in the regions west and south of Lake Chad in north central Africa

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EXHIBIT E



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Male Japanese Names

[[Suggest Names for this page](#)] [[Go to Female Japanese Names](#)]

[1] [2]

1. **AKI** (1-秋, 2-明, 3-晶): Japanese unisex name meaning: 1) "autumn" 2) "bright" 3) "sparkle." Compare with another form of [Aki](#).
2. **AKIHIKO** (明彦): Japanese name meaning "bright prince."
3. **AKIHIRO** (大畠): Japanese name, possibly meaning "large glory."
4. **AKIO** (1-昭雄, 2-昭夫): Japanese name meaning 1) "glorious hero" or 2) "glorious man."
5. **AKIRA** (1-明, 2-亮): Japanese unisex name meaning 1) "bright" or 2) "clear."
6. **AOI** (1-碧, 2-葵): Japanese unisex name meaning 1) "blue" or 2) "hollyhock."
7. **ARATA** (新): Japanese name meaning "fresh."
8. **ATSUSHI** (敦): Japanese name meaning "industrious."
9. **DAI** (大): Japanese name meaning "big, great, large, vast." Compare with other forms of [Dai](#).
10. **DAICHI** (1-大地, 2-大智): Japanese name meaning 1) "great land" or 2) "great wisdom."
11. **DAIKI** (1-大輝, 2-大貴, 3-大樹): Japanese name meaning 1) "great glory," 2) "great noble" or 3) "great tree."
12. **DAISUKE** (大輔): Japanese name meaning "great helper."
13. **EIJI** (1-永次, 2-英治, 3-英二, 4-栄治): Japanese name meaning 1) "eternity, next," 2) "great, peace," 3) "great, second (son)," or 4) "prosperity, peace."
14. **FUMIO** (文雄): Japanese name meaning "literary/scholarly child."
15. **GORO** (五郎): Variant spelling of Japanese [Gorou](#), meaning "fifth son."
16. **GOROU** (五郎): Japanese name meaning "fifth son."
17. **HACHIRO** (八郎): Japanese name meaning "eighth son."
18. **HAJIME** (肇, 元): Japanese name meaning "beginning."
19. **HARU** (1-晴, 2-春, 3-陽): Japanese unisex name meaning 1) "clear up," 2) "spring," or 3) "sun, sunlight." Compare with another form of [Haru](#).
20. **HARUO** (春男): Japanese name meaning "spring man."
21. **HIDEAKI** (秀明): Japanese name meaning "shining excellence; splendid brightness."
22. **HIDEKI** (秀樹): Japanese name meaning "splendid opportunity."
23. **HIDEO** (英夫): Japanese name meaning "splendid man."
24. **HIKARU** (輝): Japanese unisex name meaning "radiance."
25. **HIRO** (1-裕, 2-寛, 3-浩): Japanese unisex name meaning 1) "abundant," 2) "generous, tolerant," or 3) "prosperous."
26. **HIROAKI** (広朗): Japanese name meaning "widespread brightness."

27. **HIROKI** (弘樹): Japanese name meaning "abundant joy/strength."
28. **HIROSHI** (1-寛, 2-浩): Japanese name meaning 1) "generous, tolerant," or 2) "prosperous."
29. **HIROYUKI** (博之): Japanese name meaning "widespread happiness."
30. **HISAO** (寿夫): Japanese name meaning "long-lived man."
31. **HISASHI** (久志): Japanese name meaning "long-lived."
32. **HISOKA** (密): Japanese unisex name meaning "reserved."
33. **HITOSHI** (等): Japanese name meaning "even-tempered; level."
34. **HOTAKA** (穂高): Japanese name, possibly meaning "step by step," derived from the name of the highest peak in what is known as the Japanese Alps.
35. **ICHIRO**: Variant spelling of Japanese **Ichirou**, meaning "first son."
36. **ICHIROU** (一郎): Japanese name meaning "first son."
37. **ISAMU** (勇): Japanese name meaning "courage."
38. **ISAO** (功): Japanese name meaning "honor; merit."
39. **IWAO** (巖): Japanese name meaning "stone man."
40. **IZANAGI** (イザナギ): Japanese myth name of the husband of **Izanami**, meaning "male who invites."
41. **JIRO**: Variant spelling of Japanese **Jirou**, meaning "second son."
42. **JIROU** (二郎): Japanese name meaning "second son."
43. **JUN** (順): Japanese unisex name meaning "obedient."
44. **JUNICHI** (順一): Japanese name meaning "obedient one."
45. **JURO**: Variant spelling of Japanese **Jurou**, meaning "tenth son."
46. **JUROU** (十郎): Japanese name meaning "tenth son."
47. **KAEDE** (楓): Japanese unisex name meaning "maple."
48. **KATASHI** (堅): Japanese name meaning "firmness."
49. **KATSU** (勝): Japanese name meaning "victory."
50. **KATSUMI** (克己): Japanese name meaning "self-controlled."
51. **KATSUO** (勝雄): Japanese name meaning "victorious child."
52. **KATSURO** (勝郎): Japanese name meaning "victorious son."
53. **KAZUHIKO** (和彦): Japanese name meaning "harmonious prince."
54. **KAZUHIRO** (一浩): Japanese name meaning "prosperous one."
55. **KAZUKI** (1-和希, 2-一輝): Japanese name meaning 1) "harmonious hope," or "one/first shine."
56. **KAZUO** (1-和夫, 2-一男): Japanese name meaning 1) "harmonious man" or "first male."
57. **KEI** (1-恵, 2-佳, 3-敬, 4-圭, 5-慧): Japanese name meaning 1) "blessed, lucky," 2) "excellent," 3) "respect," 4) "square jewel," or 5) "wise."
58. **KEIICHI** (圭一): Japanese name meaning "square jewel first (son)."
59. **KEIJI** (敬二): Japanese name meaning "respectful second (son)."
60. **KEN** (1-健, 2-謙, 3-研): Japanese name meaning 1) "healthy, strong" or 2) "modest," or 3) "study." Compare with another form of **Ken**.
61. **KEN'ICHI** (1-健一, 2-研一): Japanese name meaning 1) "health first," or 2) "study first."
62. **KENJI** (1-健二, 2-研二): Japanese name meaning "healthy second (son)" or 2) studying second (son)."
63. **KENSHIN** (謙信): Japanese name meaning "modest truth."
64. **KENTA** (健太): Japanese name meaning "healthy/strong and big/stout."
65. **KICHIRO**: Variant spelling of Japanese **Kichirou**, meaning "lucky son."
66. **KICHIROU** (吉郎): Japanese name meaning "lucky son."
67. **KIN** (欽): Japanese unisex name meaning "gold."
68. **KIOSHI** (淳): Variant spelling of Japanese **Kiyoshi**, meaning "pure."
69. **KIYOSHI** (淳): Japanese name meaning "pure."
70. **KO** (1-幸, 2-光, 3-康): Variant spelling of Japanese unisex **Kou**, meaning 1) "happiness," 2) "light," or "peace."
71. **KOHAKU** (琥珀): Japanese unisex name meaning "amber."
72. **KOICHI** (光一): Japanese name meaning "light/shining first (child)."
73. **KOJI** (光司): Japanese name meaning "light/shining second (child)."
74. **KOU** (1-幸, 2-光, 3-康): Japanese unisex name meaning 1) "happiness," 2) "light," or "peace."

75. **KUNIO** (國男): Japanese name meaning "countryman."
 76. **KURO**: Variant spelling of Japanese **Kurou**, meaning "ninth son."
 77. **KUROU** (九郎): Japanese name meaning "ninth son."
 78. **KYO** (1-杏, 2-京, 3-協, 4-郷): Variant spelling of Japanese unisex **Kyou**, meaning 1) "apricot," 2) "capital," 3) "cooperation," or 4) "village."
 79. **KYOU** (1-杏, 2-京, 3-協, 4-郷): Japanese unisex name meaning 1) "apricot," 2) "capital," 3) "cooperation," or 4) "village."
 80. **MADOKA** (1-円, 2-円花): Japanese unisex name meaning 1) "circle" or 2) "circle, flower."
 81. **MAKOTO** (誠): Japanese unisex name meaning "sincere, true."
 82. **MAMORU** (守): Japanese name meaning "protector."
 83. **MANABU** (学): Japanese name meaning "learn."
 84. **MASA** (1-正, 2-雅, 3-昌, 4-真, 5-政, 6-將): Unisex short form of Japanese names beginning with *Masa-*, meaning 1) "correct, just," 2) "elegant, splendid" 3) "flourishing, prosperous" 4) "genuine, true," 5) "governing, political," 6) "military."
 Compare with another form of **Masa**.
 85. **MASAAKI** (真明): Japanese name meaning "true brightness."
 86. **MASAHIKO** (正彦): Japanese name meaning "just prince."
 87. **MASAHIRO** (正洋): Japanese name meaning "justice prospers."
 88. **MASAKI** (昌樹): Japanese name meaning "flourishing tree."
 89. **MASANORI** (正則): Japanese name meaning "model of justice."
 90. **MASAO** (正男): Japanese name meaning "correct man."
 91. **MASARU** (勝): Japanese name meaning "victorious."
 92. **MASASHI** (雅): Japanese name meaning "elegant, splendid."
 93. **MASATO** (正人): Japanese name meaning "correct man."
 94. **MASAYOSHI** (昌良): Japanese name meaning "flourishing goodness."
 95. **MASAYUKI** (正幸): Japanese name meaning "correct happiness."
 96. **MASUMI** (真澄): Japanese unisex name meaning "true lucidity."
 97. **MICHI** (道): Japanese unisex name meaning "pathway."
 98. **MICHIO** (道夫): Japanese name meaning "man on the (correct) path."
 99. **MIKIO** (美樹夫): Japanese name meaning "tree trunk man."
 100. **MINORI** (里): Japanese unisex name meaning "truth."
 101. **MINORU** (里): Japanese name meaning "truth."
 102. **MITSUO** (光子): Japanese name meaning "shining man."
 103. **MITSURU** (満): Japanese unisex name meaning "full" or "growing."
 104. **NAO** (1-直, 2-尚): Japanese unisex name meaning 1) "docile" or 2) "esteemed."
 105. **NAOKI** (直樹): Japanese unisex name meaning "docile tree."
 106. **NOBORU** (翔): Japanese name meaning "ascend; climb."
 107. **NOBU** (1-信, 2-延): Japanese name meaning 1) "faith" or 2) "to extend, prolong (esp. words)."
 108. **NOBUO** (信夫): Japanese name meaning "faithful man."
 109. **NOBUYUKI** (信行): Japanese name meaning "faithful happiness."
 110. **NORI** (1-儀, 2-典, 3-則, 4-法): Japanese unisex name meaning 1) "ceremony, regalia," 2) "code, precedent," 3) "model, rule, standard," 4) "law, rule."
 111. **NORIO** (法男): Japanese name meaning "man of law."
 112. **OROCHI** (大蛇): Japanese name meaning "big snake." In mythology, this is the name of an eight-forked serpent who demanded virgin sacrifices. He was killed by the god-hero Susanoo.
 113. **OSAMU** (1-紀, 2-修, 3-理, 4-収, 5-治, 6-統): Japanese name meaning 1) "chronicler," 2) "disciplined," 3) "logical," 4) "obtainer," 5) "to reign," 6) "ruler."
 114. **RAIDEN** (雷電): Japanese myth name of a god of thunder, meaning "thunder and lightning."
 115. **ROKURO** (六朗): Japanese name meaning "sixth son."
 116. **RYO** (1-亮, 2-遼, 3-諒, 4-涼): Japanese unisex name meaning 1) "brightness," 2) "distant," 3) "reality," 4) "refreshing."
 117. **RYOTA** (亮太): Japanese name meaning "stout, strong."
 118. **RYUU** (竜): Japanese name meaning "dragon spirit."
 119. **SABURO** (三郎): Japanese name meaning "third son."
 120. **SADAO** (貞雄): Japanese name meaning "decisive man."
 121. **SATORU** (1-暁, 2-悟, 3-聡, 4-知, 5-覚, 6-諭, 7-了, 8-智): Japanese name meaning 1)

- "daybreak," 2) "enlightened," 3) "fast learner," 4) "knowledgeable," 5) "perceptive," 6) "persuasive," 7) "understanding," or 8) "wise."
122. **SATOSHI** (聡): Japanese name meaning "clear-thinking; quick-witted; wise."
 123. **SEIICHI** (精一): Japanese name meaning "refined first (son)."
 124. **SEIJI** (精二): Japanese name meaning "refined second (son)."
 125. **SHICHIRO** (七郎): Japanese name meaning "seventh son."
 126. **SHIG**: Unisex short form of Japanese names beginning with *Shig-*, meaning "luxuriant."
 127. **SHIGEO** (重夫): Japanese name meaning "luxuriant man."
 128. **SHIGERU** (茂): Japanese name meaning "flourishing; luxuriant."
 129. **SHIN** (1-晋, 2-信, 3-紳, 4-心, 5-慎, 6-新, 7-進, 8-真): Japanese name meaning 1) "advancing," 2) "belief," 3) "gentleman," 4) "heart," 5) "humble," 6) "new," 7) "progressive," and 8) "true." Compare with another form of **Shin**.
 130. **SHIN'ICHI** (真一): Japanese name meaning "true first (son)."
 131. **SHINJI** (真二): Japanese name meaning "true second (son)."
 132. **SHIRO** (四郎): Japanese name meaning "fourth son."
 133. **SHO** (翔): Japanese name meaning "to fly, to soar" or "wind instrument."
 134. **SHOICHI** (翔一): Japanese name meaning "soaring first (son)."
 135. **SHOJI** (翔二): Japanese name meaning "soaring second (son)."
 136. **SHOU** (翔): Variant spelling of Japanese **Sho**, meaning "to fly, to soar."
 137. **SHUICHI** (修一): Japanese name meaning "master/study first (son)."
 138. **SHUJI** (修二): Japanese name meaning "master/study second (son)."
 139. **SORA** (空): Japanese unisex name meaning "sky."
 140. **SUSUMU** (進): Japanese name meaning "progressing."
 141. **TADAO** (忠夫): Japanese name meaning "loyal man."
 142. **TADASHI** (1-忠, 2-正): Japanese name meaning 1) "loyal" or 2) "true."
 143. **TAKAHIRO** (貴浩): Japanese name meaning "noble-prosperous."
 144. **TAKAO** (孝雄): Japanese name meaning "respectful hero/male."
 145. **TAKASHI** (隆): Japanese name meaning "elevated; praiseworthy."
 146. **TAKAYUKI** (隆行): Japanese name meaning "moving to heights."
 147. **TAKEHIKO** (1-雄彦, 2-岳彦): Japanese name meaning 1) "hero prince," or 2) "mountain prince."
 148. **TAKEO** (1-剛雄, 2-武雄): Japanese name meaning 1) valiant male," or "violent/warrior male."
 149. **TAKESHI** (武): Japanese name meaning "fierce, violent," hence "warrior."
 150. **TAKUMI** (1-巧, 2-匠, 3-工): Japanese name meaning 1) "adroit," 2) "artisan," or 3) "skilful."

[1] [2]

Male Japanese Names

[[Suggest Names](#) for this page] [[Go to Female Japanese Names](#)]



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EXHIBIT F

雅
M A S A

CHEF
MASA

Born in Tochigi, Japan, Masa is the second son in a family of five children. His parents owned a fish shop and a catering business. He grew up cooking and learning the trade since he was a child. After he graduated from high school, he moved to Tokyo, where he worked at the legendary Ginza Sushi-ko. He began working as a dishwasher to eventually gaining his status of a sushi chef.

In 1980, Masa moved to Los Angeles, where he worked in a number of sushi restaurants before opening his own. With the permission from his

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