

Japan's First Trademark Registration based on Consent

*Still, a Letter of Consent is not enough to get by;
No likelihood of confusion must be secured before registration*

[April 25, 2025 - Takeuchi IP News Issue 3](#)

In both Hinduism and Buddhism, *Sphaṭika* or *Hari* is crystal, one of the Seven Treasures of the Lotus Sutra, which religious scholars estimate was written down between 100 B.C. and 200 A.D. *Hari* typically took the form of mirror and could be either precious and serene or confining and diabolical.

On April 1, 2024¹, an application was filed in Japan for registration of the [trademark](#)

玻
璃

, written in cursive style kanji and pronounced as *HARI*, for sake and other liquors in Class 33. The applicant, Shata Brewery founded in rural Ishikawa back in 1823, had no

玻璃

doubt anticipated an objection based on the [prior mark](#) HARI, written in standard style kanji with the Roman characters HARI, registered for liquor retail or wholesale services in Class 35² in 2017.

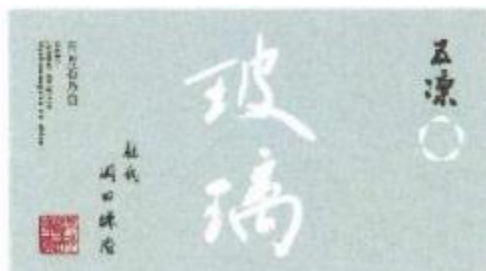
Before such an objection was raised by the examiner, Shata Brewery preemptively negotiated with the owner of the prior mark, Shaddy Co., Ltd., online and physical wholesaler-cum-retailer in Tokyo, and succeeded in obtaining a Letter of Consent. Shata Brewery also entered an agreement in June 2024 and at once submitted a copy of the Letter of Consent signed by Shaddy and the Agreement executed by both parties within a matter of weeks.

¹ It was the very day on which the amendments to add Section 4(4) to the Trademark Act, etc., took effect. Specifically, Section 4(4) shall enable new applications to rely on Letters of Consent from prior owners of identical or similar trademarks for examiners' grant of coexistence with identical or similar later marks in the Register.

² Liquors and liquor retail/wholesale services, or any other goods and retail/wholesale services therefor, are deemed similar in Japan.

The Letter of Consent was standardized and concise, keeping Shaddy's approval of the registration of the later mark to a bare minimum. The Agreement was likewise brief but included Shaddy's as well as Shata Brewery's undertakings to limit use of their otherwise confusingly similar trademarks in the following terms:

- Limitation of Shata Brewery's use of the later mark printed on a specifically designed label to be affixed to bottles of one particular liquor brand as shown below:



- Shata Brewery's good faith efforts to prevent confusion on packaging boxes and product descriptions;
- Specifying Shaddy's use of the earlier mark on catalogs of its range of gift items for the purposes of liquor retail or wholesale services in Class 35³;
- Taking steps necessary to prevent or resolve any likelihood of confusion between both parties' trademarks through mutual notification and consultation.

Given the amount of time (over 8 months) needed to reach its decision in late March 2025 and the choice of this particular application seeking registration based on consent, among many others, as the first case of success, the Japanese trademark office seems to have [meant](#) it as an exemplar or the bottom line to be followed by later grants of coexistence agreement.⁴ This was made possible under Section 4(4) of the Trademark Act as amended in 2023.

To be sure, Shata Brewery and Shaddy had success in settling the matter amicably and achieving the first-ever co-existence in the Register of similar trademarks for use on similar

³ The cited registration covers a whole range of retail and wholesale services for a variety of goods other than liquors, of which no mention was made in the accepted Agreement. Accordingly, the specification of Shaddy's use of the earlier mark in it should *not* be construed to limit its use for the *other* goods and retail or wholesale services. This is where prior mark owners can and should maintain an advantageous position in negotiations and agreements acceptable to the trademark office.

⁴ The agreement could have been reached differently going into more detail about both parties' obligations or being made simpler but requiring stricter market differentiation in terms of types of liquor, trade channels, sales areas, etc. in order to prevent a likelihood of confusion.

goods and/or services (by means other than the so-called [assign-back](#) arrangement). But the proof of the crystals is in their reflection in the future. As *Hari* is two-sided, the parties may either continue business serenely in each of their trademark niches or find the executed coexistence agreement too freewheeling or constraining.

If you have any questions about this article and/or this decision of registration based on consent, please do not hesitate to contact us.

Sincerely,

[Yasuhiro Suzuki](#)

Japanese Trademark & Patent Attorney

[Takeuchi IP Office, P.C.](#)