

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

AXURE SOFTWARE SOLUTIONS, INC.,
Petitioner,

v.

iRISE, INC.,
Patent Owner.

Cases IPR2015-00770 (Patent 7,861,158 B2)
IPR2015-00775 (Patent 7,861,158 B2)¹

Before HOWARD B. BLANKENSHIP, KARL D. EASTHOM, and
SCOTT A. DANIELS, *Administrative Patent Judges*.

BLANKENSHIP, *Administrative Patent Judge*.

JUDGMENT

Termination Pursuant to Settlement
37 C.F.R. §§ 42.5, 42.71, 42.73, 42.74

¹ This order addresses issues that are identical in the two cases. We exercise discretion to issue one order to be filed in each of the two cases. The parties, however, are not authorized to use this style heading.

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On June 18, 2015, Petitioner Axure Software Solutions, Inc. and Patent Owner iRISE, Inc. (“iRISE”) filed a joint motion to terminate the respective case. Paper 15. Along with the motion, the parties filed a copy of their settlement agreement, made in connection with the termination of the respective case, in accordance with 37 C.F.R. § 42.74(b). Ex. 2002. The parties also submitted a joint request that the settlement agreement be treated as business confidential information and kept separate under 37 C.F.R. § 42.74(c). Paper 16. For the reasons set forth below, the joint motions to terminate and the joint requests are granted.

The Board generally expects that a case “will terminate after the filing of a settlement agreement, unless the Board has already decided the merits.” Office Patent Trial Practice Guide, 77 Fed. Reg. 48,756, 48,768 (Aug. 14, 2012); *see* 37 C.F.R. § 42.72. In their joint motions to terminate, the parties indicate that the settlement agreement resolves all disputes between them involving the patent-at-issue, U.S. Patent No. 7,861,158 B2 (“the ’158 patent”). *See* Paper 15 at 1. These cases are in their initial phase. iRISE has not filed a preliminary response to the respective Petition. The Board has not determined whether to institute *inter partes* review pursuant to 35 U.S.C. § 314. Upon consideration of the facts before us, we determine that it is appropriate to terminate these cases and enter judgment, without rendering either a decision to institute *inter partes* review or a final written decision. *See* 37 C.F.R. §§ 42.5(a), 42.71(a), 42.73(a), 42.74. We, therefore, grant the joint motions to terminate. Paper 15.

We also determine that the parties have complied with the requirements of 37 C.F.R. § 42.74(c) to have the settlement agreement treated as business confidential information and kept separate from the files

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of the '158 patent. Thus, we grant the joint requests that the settlement agreement be treated as business confidential information and kept separate under 37 C.F.R. § 42.74(c). Paper 16.

For the foregoing reasons, it is:

ORDERED that the joint requests that the settlement agreement be treated as business confidential information and kept separate under 37 C.F.R. § 42.74(c) (Paper 16) are *granted*; and

FURTHER ORDERED that the joint motions to terminate (Paper 15) are *granted* and these cases are hereby terminated.

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