

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

UNIFIED PATENTS INC.,
Petitioner,

v.

ELIA DATA OF TEXAS, LLC,
Patent Owner.

Case IPR2015-01607
Patent 7,113,996 B2

Before THOMAS L. GIANNETTI, JUSTIN BUSCH, and
SCOTT C. MOORE, *Administrative Patent Judges*.

MOORE, *Administrative Patent Judge*.

DECISION

Joint Motion to Terminate
37 C.F.R. §§ 42.5, 42.74

On May 6, 2015, counsel for Petitioner and Patent Owner jointly sought authorization to file a motion to terminate this proceeding on the basis that the parties have reached a settlement. We granted the parties authorization to file a joint motion to terminate. Paper 13. The parties subsequently filed their Joint Motion to Terminate (“Mot.”). Paper 15. The parties also filed a Joint Request to File Settlement Agreement as Business Confidential Information (Paper 14), and a document titled Confidential Settlement and License Agreement (Paper 16).

Under 35 U.S.C. § 317(a), “[a]n *inter partes* review instituted under this chapter shall be terminated with respect to any petitioner upon the joint request of the petitioner and patent owner, unless the Office has decided the merits of the proceeding before the request for termination is filed.”

However, 35 U.S.C. § 317(b) also requires that:

[a]ny agreement or understanding between the patent owner and a petitioner, including any collateral agreements referred to in such agreement or understanding, made in connection with, or in contemplation of, the termination of an *inter partes* review under this section shall be in writing and a true copy of such agreement or understanding shall be filed in the Office before the termination of the *inter partes* review as between the parties.

In their Joint Motion to Terminate, the parties jointly request termination of this proceeding pursuant to 35 U.S.C. § 317(a). Mot. 2. The parties indicate that termination is appropriate because the parties have reached a written Settlement Agreement, and the Board has not yet decided any issue on the merits. Mot. 3–4. The parties also represent that Paper 16 is a true and correct copy of their Settlement Agreement. *Id.* at 4.

We recognize that a trial has not yet been instituted. However, the considerations here are similar. Under these circumstances, we are

persuaded that it is appropriate to terminate this proceeding as to both Petitioner and Patent Owner.

ORDER

For the foregoing reasons, it is:

ORDERED that the Joint Motion to Terminate (Paper 15) is GRANTED;

FURTHER ORDERED that this proceeding is hereby terminated as to both Petitioner and Patent Owner;

FURTHER ORDERED that the parties' Joint Request to File Settlement Agreement as Business Confidential Information (Paper 14) is GRANTED; and

FURTHER ORDERED that the Confidential Settlement and License Agreement (Paper 16) be treated as business confidential information pursuant to 37 C.F.R. § 42.74(c), and also remain designated as "Parties and Board Only" in PRPS.

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