

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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INDMAR PRODUCTS CO, INC.,  
Petitioner,

v.

PLEASURECRAFT MARINE ENGINE CO.,  
Patent Owner.

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Case IPR2015-01626  
Patent 7,803,026 B2

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Before JOSIAH C. COCKS and JAMES J. MAYBERRY, *Administrative  
Patent Judges.*

MAYBERRY, *Administrative Patent Judge.*

DECISION

Termination of the Proceeding

35 U.S.C. § 317(a) and 37 C.F.R. § 42.72

On March 25, 2016, Pleasurecraft Marine Engine Co. (“Pleasurecraft”) and Indmar Products Co., Inc. (“Indmar”) (collectively referred to as “the Parties”) filed a joint motion to terminate this *inter partes* review involving U.S. patent 7,803,026 (“the ’026 patent”). Paper 17 (“Joint Motion to Terminate *Inter Partes* Review”); see 35 U.S.C. § 317(b); 37 C.F.R. § 42.72. The parties sought and received Board authorization to file the Joint Motion to Terminate in a conference call conducted on March 24, 2016 between the Board and counsel for Pleasurecraft and Indmar.

Along with the Joint Motion to Terminate, the Parties filed a true and correct copy of their written settlement agreement<sup>1</sup> covering the ’026 patent, as well as a joint request (Paper 18) to have their settlement agreement treated as business confidential information under 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c). The Parties represent in their Joint Motion to Terminate that the settlement agreement resolves “all of their pending disputes and have settled and released all claims between them, including” claims related to the ’026 patent. Paper 17, 2. “Further, Petitioner represents that it will no longer participate in this [*inter partes*] [r]eview even if the Board does not terminate” the proceeding. *Id.* at 3.

The Parties are reminded that the Board is not a party to the settlement, and may identify independently any question of patentability. 37 C.F.R. § 42.74(a). Generally, however, the Board expects that a proceeding will terminate after the filing of a settlement agreement. See, e.g., *Office Patent Trial Practice Guide*, 77 Fed. Reg. 48756, 48768 (Aug.

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<sup>1</sup> The Parties filed the settlement agreement as “Exhibit 1001.” Another document already has been designated Exhibit 1001. For clarity of record, we have redesignated the settlement agreement as Exhibit 2002.

14, 2012). A decision by the Board instituting trial in this proceeding was entered on January 15, 2016. No briefing following institution has been done in the proceeding to date. Under the circumstances, based on the record before us, the Board determines that it is appropriate to terminate this proceeding without rendering a final written decision. *See* 37 C.F.R. § 42.72.

### ORDER

In consideration of the foregoing, it is

ORDERED that, as was timely requested by the parties, the settlement agreement (Exhibit 2002) will be treated as business confidential information under 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c);

FURTHER ORDERED that the joint motion to terminate this proceeding is GRANTED and this proceeding is hereby TERMINATED.

IPR2015-01626  
Patent 7,803,026 B2

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