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Paper: 11
Entered: February 14, 2019

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

PARSONS XTREME GOLF, LLC,
Petitioner,

v.

TAYLOR MADE GOLF COMPANY, INC.,
Patent Owner.

PGR2018-00074 (Patent 9,814,944 B1) IPR2018-00516 (Patent 8,932,150 B2)
IPR2018-00540 (Patent 8,353,785 B2) IPR2018-01729 (Patent 7,261,646 B2)
IPR2018-01731 (Patent 7,494,425 B2) IPR2019-00116 (Patent 6,969,326 B2)
IPR2019-00260 (Patent 7,281,994 B2)

TAYLOR MADE GOLF COMPANY, INC.,
Petitioner,

v.

PARSONS XTREME GOLF, LLC,
Patent Owner.

IPR2018-00675 (Patent 9,199,143 B1) IPR2018-00702 (Patent 8,961,336 B1)
IPR2018-00768 (Patent 9,345,938 B2) IPR2018-00769 (Patent 9,346,203 B2)
IPR2018-00826 (Patent 9,533,201 B2) IPR2018-00891 (Patent 9,468,821 B2)
IPR2018-00915 (Patent 9,610,481 B2) IPR2018-00925 (Patent 9,364,727 B2)
IPR2018-00983 (Patent 9,675,853 B2) IPR2018-01542 (Patent 9,814,952 B2)
IPR2018-01681 (Patent 9,610,481 B2) IPR2019-00126 (Patent 9,878,220 B2)
IPR2019-00363 (Patent 9,764,208 B1)

Before JOSIAH C. COCKS, BENJAMIN D. M. WOOD, NEIL T. POWELL, JAMES A. TARTAL, TIMOTHY J. GOODSON, SCOTT C. MOORE, and ALYSSA A. FINAMORE, *Administrative Patent Judges.*[1]

MOORE, *Administrative Patent Judge.*

ORDER
Terminating Trials and Dismissing Petitions
35 U.S.C. §§ 317(a), 327(a); 37 C.F.R. §§ 42.71(a), 42.72, 42.74(b)

Granting Joint Requests to Treat Settlement Agreement
as Business Confidential Information
35 U.S.C. §§ 317(b), 327(b); 37 C.F.R. § 42.74(c)

[1] This Order applies to all of the listed cases. The caption page lists all judges who are assigned to any of these cases, but this is not an indication that any panel has been expanded. The panels assigned to each case remain unchanged.

PGR2018-00074 (Patent 9,814,944 B1)	IPR2018-00516 (Patent 8,932,150 B2)
IPR2018-00540 (Patent 8,353,785 B2)	IPR2018-00675 (Patent 9,199,143 B1)
IPR2018-00702 (Patent 8,961,336 B1)	IPR2018-00768 (Patent 9,345,938 B2)
IPR2018-00769 (Patent 9,346,203 B2)	IPR2018-00826 (Patent 9,533,201 B2)
IPR2018-00891 (Patent 9,468,821 B2)	IPR2018-00915 (Patent 9,610,481 B2)
IPR2018-00925 (Patent 9,364,727 B2)	IPR2018-00983 (Patent 9,675,853 B2)
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IPR2018-01729 (Patent 7,261,646 B2)	IPR2018-01731 (Patent 7,494,425 B2)
IPR2019-00116 (Patent 6,969,326 B2)	IPR2019-00126 (Patent 9,878,220 B2)
IPR2019-00260 (Patent 7,281,994 B2)	IPR2019-00363 (Patent 9,764,208 B1)

Pursuant to our e-mail authorization on January 29, 2019, the parties filed in each of the above-captioned proceedings a Joint Motion to Terminate or a Joint Motion to Dismiss ("Joint Motion") (*see* Appendix), and a Joint Request to File Settlement Agreement as Business Confidential Information ("Joint Request") (*see id.*). Pursuant to 37 C.F.R. § 42.74(b), the parties also filed a copy of a written settlement and license agreement ("Settlement Agreement") in each proceeding (*see* Appendix).

The parties represent in their Joint Motions that they have settled their disputes and memorialized their settlement in the written Settlement Agreement submitted in each case. *E.g.*, PGR2018-00074, Paper 11, 1. In each Joint Motion, the parties also represent that the Settlement Agreement resolves all disputes between the parties in the above-captioned proceedings and the related lawsuits. *Id*. The parties certify that the Settlement Agreement constitutes the entire understanding and agreement between the Parties, and that there are no other collateral agreements or understandings made in connection with, or in contemplation of, terminating or dismissing these proceedings. *Id.* at 4–5.

These proceedings are at different stages. In some cases, institution decisions already have issued, while other cases remain in the pre-institution phase. We have not rendered a final written decision on the merits in any of these proceedings.

There are strong public policy reasons to favor settlement between the parties to a proceeding. *Office Patent Trial Practice Guide*, 77 Fed. Reg. 48,756,

PGR2018-00074 (Patent 9,814,944 B1)	IPR2018-00516 (Patent 8,932,150 B2)
IPR2018-00540 (Patent 8,353,785 B2)	IPR2018-00675 (Patent 9,199,143 B1)
IPR2018-00702 (Patent 8,961,336 B1)	IPR2018-00768 (Patent 9,345,938 B2)
IPR2018-00769 (Patent 9,346,203 B2)	IPR2018-00826 (Patent 9,533,201 B2)
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IPR2019-00260 (Patent 7,281,994 B2)	IPR2019-00363 (Patent 9,764,208 B1)

48,768 (Aug. 14, 2012). In the circumstances present here, we determine that it is appropriate to terminate or dismiss these proceedings without rendering a final written decision. *See* 37 C.F.R. § 42.72.

We also grant the requests to treat the Settlement Agreement filed in each case as business confidential information, as authorized under 37 C.F.R. § 42.74(c).

Accordingly, it is:

ORDERED that the Joint Motion to Terminate in each of the following proceedings is *granted,* and these proceedings are hereby TERMINATED:

PGR2018-00074, Paper 11,

IPR2018-00516, Paper 29,

IPR2018-00540, Paper 25,

IPR2018-00675, Paper 56,

IPR2018-00702, Paper 55,

IPR2018-00768, Paper 49,

IPR2018-00769, Paper 48,

IPR2018-00826, Paper 49,

IPR2018-00891, Paper 18,

IPR2018-00915, Paper 18,

IPR2018-00925, Paper 20, and

IPR2018-00983, Paper 20;

PGR2018-00074 (Patent 9,814,944 B1)	IPR2018-00516 (Patent 8,932,150 B2)
IPR2018-00540 (Patent 8,353,785 B2)	IPR2018-00675 (Patent 9,199,143 B1)
IPR2018-00702 (Patent 8,961,336 B1)	IPR2018-00768 (Patent 9,345,938 B2)
IPR2018-00769 (Patent 9,346,203 B2)	IPR2018-00826 (Patent 9,533,201 B2)
IPR2018-00891 (Patent 9,468,821 B2)	IPR2018-00915 (Patent 9,610,481 B2)
IPR2018-00925 (Patent 9,364,727 B2)	IPR2018-00983 (Patent 9,675,853 B2)
IPR2018-01542 (Patent 9,814,952 B2)	IPR2018-01681 (Patent 9,610,481 B2)
IPR2018-01729 (Patent 7,261,646 B2)	IPR2018-01731 (Patent 7,494,425 B2)
IPR2019-00116 (Patent 6,969,326 B2)	IPR2019-00126 (Patent 9,878,220 B2)
IPR2019-00260 (Patent 7,281,994 B2)	IPR2019-00363 (Patent 9,764,208 B1)

FURTHER ORDERED that the Joint Motion to Dismiss in each of the following proceedings is *granted*, and the petitions are DISMISSED:

IPR2018-01542, Paper 11,

IPR2018-01681, Paper 11,

IPR2018-01729, Paper 10,

IPR2018-01731, Paper 10,

IPR2019-00116, Paper 8,

IPR2019-00126, Paper 9,

IPR2019-00260, Paper 8, and

IPR2019-00363, Paper 9; and

FURTHER ORDERED that the Joint Request to File Settlement Agreement as Business Confidential Information in each of the following proceedings is *granted,* that the Settlement Agreement remain designated as "Parties and Board Only" in Board's filing system, and that the Settlement Agreement be kept separate from the files of the related patent:

PGR2018-00074 (Paper 9; Ex. 2109),

IPR2018-00516 (Paper 30; Ex. 2109),

IPR2018-00540 (Paper 26; Ex. 2109),

IPR2018-00675 (Paper 57; Ex. 1109),

IPR2018-00702 (Paper 56; Ex. 1109),

IPR2018-00768 (Paper 47; Ex. 1109),

IPR2018-00769 (Paper 46; Ex. 1109),

PGR2018-00074 (Patent 9,814,944 B1)	IPR2018-00516 (Patent 8,932,150 B2)
IPR2018-00540 (Patent 8,353,785 B2)	IPR2018-00675 (Patent 9,199,143 B1)
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IPR2018-00826 (Paper 47; Ex. 1109),

IPR2018-00891 (Paper 16; Ex. 1109),

IPR2018-00915 (Paper 16; Ex. 1109),

IPR2018-00925 (Paper 18; Ex. 1109),

IPR2018-00983 (Paper 18; Ex. 1109),

IPR2018-01542 (Paper 9; Ex. 1109),

IPR2018-01681 (Paper 9; Ex. 1109),

IPR2018-01729 (Paper 8; Ex. 2109),

IPR2018-01731 (Paper 8; Ex. 2109),

IPR2019-00116 (Paper 6; Ex. 2109),

IPR2019-00126 (Paper 7; Ex. 1109),

IPR2019-00260 (Paper 6; Ex. 2109), and

IPR2019-00363 (Paper 7; Ex. 1109).

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IPR2019-00363 (Patent 9,764,208 B1)

APPENDIX

Case	Joint Motion	Joint Request	Settlement Agreement
PGR2018-00074	Paper 11	Paper 9	Ex. 2109
IPR2018-00516	Paper 29	Paper 30	Ex. 2109
IPR2018-00540	Paper 25	Paper 26	Ex. 2109
IPR2018-00675	Paper 56	Paper 57	Ex. 1109
IPR2018-00702	Paper 55	Paper 56	Ex. 1109
IPR2018-00768	Paper 49	Paper 47	Ex. 1109
IPR2018-00769	Paper 48	Paper 46	Ex. 1109
IPR2018-00826	Paper 49	Paper 47	Ex. 1109
IPR2018-00891	Paper 18	Paper 16	Ex. 1109
IPR2018-00915	Paper 18	Paper 16	Ex. 1109
IPR2018-00925	Paper 20	Paper 18	Ex. 1109
IPR2018-00983	Paper 20	Paper 18	Ex. 1109
IPR2018-01542	Paper 11	Paper 9	Ex. 1109
IPR2018-01681	Paper 11	Paper 9	Ex. 1109
IPR2018-01729	Paper 10	Paper 8	Ex. 2109
IPR2018-01731	Paper 10	Paper 8	Ex. 2109
IPR2019-00116	Paper 8	Paper 6	Ex. 2109
IPR2019-00126	Paper 9	Paper 7	Ex. 1109
IPR2019-00260	Paper 8	Paper 6	Ex. 2109
IPR2019-00363	Paper 9	Paper 7	Ex. 1109

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