

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

ACCESSIBE LTD.,
Petitioner,

v.

AUDIOEYE, INC.,
Patent Owner.

IPR2022-00148 (Patent 10,809,877 B1)
IPR2022-00214 (Patent 10,845,946 B1)
IPR2022-00220 (Patent 10,845,947 B1)
IPR2022-00226 (Patent 10,866,691 B1)
IPR2022-00227 (Patent 10,860,173 B1)¹

Before LYNNE E. PETTIGREW, STACEY G. WHITE, and
JON M. JURGOVAN, *Administrative Patent Judges*.

PETTIGREW, *Administrative Patent Judge*.

TERMINATION
Due to Settlement After Institution of Trial
35 U.S.C. § 317; 37 C.F.R. § 42.74

¹ This Order addresses issues that are the same in each of the identified proceedings. We exercise our discretion to issue one Order to be filed in each proceeding. The parties are not authorized to use this style heading in subsequent papers.

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IPR2022-00227 (Patent 10,860,173 B1)

I. INTRODUCTION

With the Board’s authorization, Petitioner accessiBe Ltd. and Patent Owner AudioEye, Inc. (collectively, “the Parties”) filed a Joint Motion to Terminate in each of the above-captioned proceedings. Paper 21 (“Joint Motion”).² Along with the Joint Motion, the Parties filed a copy of a Settlement Agreement (Ex. 2006, “Settlement Agreement”), as well as a Joint Request that the Settlement Agreement be treated as business confidential information and kept separate from the files of the patents involved in the above-captioned proceedings. Paper 22 (“Joint Request”).

II. DISCUSSION

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 the patent owner, unless the Office has decided the merits of the proceeding before the request for termination is filed.” 35 U.S.C. § 317(a) also provides that if no petitioner remains in the *inter partes* review, the Office may terminate the review.

In the Joint Motion, the Parties represent that the Settlement Agreement resolves their disputes involving the patents at issue in the above-captioned proceedings. Joint Motion 2. The Parties also represent “that there are no collateral agreements or understandings made in connection with, or in contemplation of, the termination of th[ese]

² The relevant papers and exhibits filed in the above-captioned proceedings are substantively the same. We cite to the record in IPR2022-00148, unless otherwise indicated.

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proceeding[s].” *Id.* The Settlement Agreement states that it “constitutes and contains the entire agreement between the Parties, and supersedes any and all prior negotiations, conversations, correspondence, understandings, and letters respecting the subject matter hereof.” Settlement Agreement 7.

We instituted trial for the above-identified *inter partes* review proceedings (*see* Paper 12), but we have not yet decided the merits of the proceedings, and final written decisions have not been entered. Under these circumstances, we determine that it is appropriate to terminate the proceedings.

In the Joint Request, the Parties request that the Settlement Agreement be treated as business confidential information and kept separate from the files of the patents involved in the above-captioned proceedings. Joint Request 1. After reviewing the Settlement Agreement, we determine that it is appropriate to treat the Settlement Agreement as business confidential information pursuant to 37 C.F.R. § 42.74(c).

This Order does not constitute a final written decision pursuant to 35 U.S.C. § 318(a).

III. ORDER

Accordingly, it is:

ORDERED that the Joint Motions to Terminate (IPR2022-00148, Paper 21; IPR2022-00214, Paper 20; IPR2022-00220, Paper 20; IPR2022-00226, Paper 21; IPR2022-00227, Paper 19) are *granted*, and IPR2022-00148, IPR2022-00214, IPR2020-00220, IPR2022-00226, and IPR2022-00227 are *terminated*; and

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FURTHER ORDERED that the Joint Requests to treat the Settlement Agreement as business confidential information (IPR2022-00148, Paper 22; IPR2022-00214, Paper 21; IPR2022-00220, Paper 21; IPR2022-00226, Paper 22; IPR2022-00227, Paper 20) are *granted*, and the Settlement Agreement (IPR2022-00148, Ex. 2006; IPR2022-00214, Ex. 2007; IPR2022-00220, Ex. 2007; IPR2022-00226, Ex. 2004; IPR2022-00227, Ex. 2004) shall be kept separate from the files of U.S. Patent Nos. 10,809,877 B1, 10,845,946 B1, 10,845,947 B1, 10,866,691 B1, and 10,860,173 B1, and made available only to Federal Government agencies on written request, or to any person on a showing of good cause, pursuant to 37 C.F.R. § 42.74(c).

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