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Paper 14
Date: April 19, 2023

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

ERICSSON INC. and ORACLE CORPORATION,
Petitioner,

v.

TELECOM NETWORK SOLUTIONS, LLC,
Patent Owner.

IPR2022-01572 (Patent RE47,813 E)
IPR2022-01573 (Patent RE47,813 E)[1]

Before KEN B. BARRETT, AMBER L. HAGY, and
MICHAEL T. CYGAN, *Administrative Patent Judges*.

BARRETT, *Administrative Patent Judge*.

DECISION
Settlement Prior to Institution of Trial
37 C.F.R. § 42.74

[1] This Decision addresses the same issues for the above-captioned cases. Therefore, we exercise our discretion to issue one order to be filed in each case. The parties, however, are not authorized to use this style of heading in any subsequent papers.

With our authorization, the parties filed, in each of the above-captioned cases, a "Joint Motion to Terminate Pursuant to 35 U.S.C. 317(a)." IPR2022-01572, Paper 12; IPR2022-01573, Paper 10.[2] The parties assert that:

> Patent Owner has executed a Patent License with RPX Corporation. Petitioner is a subscribing member of RPX. In the Patent license, the parties agree to terminate these *inter partes* reviews and the related litigation of *Telecom Network Solutions, Inc. v. AT&T Corp., et al.*, 2:21-cv-00415-JRG (E.D. Tex.).

Id. at 1. The parties represent that "[a] true copy of the License Agreement is being submitted concurrently herewith as Exhibit 2010." *Id.* We have reviewed that License Agreement, which indicates that it is the entire agreement between the parties to that agreement.

In a separate paper, the parties also "jointly request the License Agreement between Patent Owner and RPX Corporation ('License Agreement') filed concurrently herewith as EX 2010 be treated as business confidential information, be kept separate from the files of the involved U.S. Patent No. RE47,813, and be made available only to Federal Government agencies on written request, or to any person on a showing of good cause pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c)." IPR2022-01572, Paper 13, 1; IPR2022-01573, Paper 11, 1.

The Board has not yet decided whether to institute a trial, and we determine that good cause exists to dismiss the Petitions (IPR2022-01572, Paper 4; IPR2022-01573, Paper 4) and to terminate the preliminary proceedings. *See* 37 C.F.R. § 42.74. After reviewing the License

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[2] The parties filed the substantively same papers in both cases. Unless otherwise indicated, we refer to the papers filed in IPR2022-01572.

Agreement, we find that it contains confidential business information regarding the terms of settlement, and we determine that good cause exists to treat the License Agreement as business confidential information. *See id.*

It is

ORDERED that the Joint Motions to Terminate Pursuant to 35 U.S.C. § 317(a) are granted;

FURTHER ORDERED that the Petitions (IPR2022-01572, Paper 4; IPR2022-01573, Paper 4) are dismissed and the preliminary proceedings are terminated; and

FURTHER ORDERED that the filed License Agreement (IPR2022-01572, Ex. 2010; IPR2022-01573, Ex. 2010) be treated as business confidential information pursuant to 37 C.F.R. § 42.74(c) and also remain designated as available only to "Parties and Board" in the Board's P-TACTS system.

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