

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

ASSA ABLOY AB and HID GLOBAL CORPORATION,
Petitioner,

v.

WAVELYNX TECHNOLOGIES CORPORATION,
Patent Owner.

IPR2023-00046
Patent 10,467,830 B2

Before CHRISTOPHER L. CRUMBLEY, MINN CHUNG, and
SCOTT RAEVSKY, *Administrative Patent Judges*.

CRUMBLEY, *Administrative Patent Judge*.

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

On July 25, 2023, pursuant to Board authorization, the parties filed a Joint Motion to Terminate this *inter partes* review. Paper 10. In support of the Motion, the parties filed a copy of a Settlement Agreement (Ex. 1016) and a Joint Request That Settlement Agreement be Treated as Business Confidential Information pursuant to 35 U.S.C. § 317(b). Paper 12. The parties move to terminate the *inter partes* review. Paper 10.

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.” In this proceeding, the Board has not yet reached a decision on the merits with respect to the patentability of any involved claim. Accordingly, we are required by statute to terminate the proceeding with respect to Petitioner.

Furthermore, “[i]f no petitioner remains in the inter partes review, the Office may terminate the review or proceed to a final written decision under section 318(a).” *Id.* As set forth above, no petitioner remains in the *inter partes* review. The Board, therefore, has discretion to terminate this review with respect to the Patent Owner. In their Joint Motion, the parties note that they have settled their dispute and that this proceeding is still at an early stage, facts which support termination. Paper 10.

In these circumstances, we determine that it is appropriate to terminate this *inter partes* review without rendering a final written decision. *See* 35 U.S.C. § 317(a); 37 C.F.R. § 42.72.

In the Joint Request, the parties request that the Settlement Agreement be treated as business confidential information and be kept separate from the files of the above-identified patent at issue. Paper 12. Having reviewed the

Settlement Agreement between the parties, we find that the Settlement Agreement contains confidential business information regarding the terms of settlement. We determine that good cause exists to treat the Settlement Agreement between the parties as business confidential information pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

ORDER

In light of the foregoing, it is

ORDERED that the Joint Motion to Terminate this proceeding (Paper 10) is *granted*;

FURTHER ORDERED that this *inter partes* review is hereby *terminated*; and

FURTHER ORDERED that the Joint Request to Treat the Settlement Agreement as Business Confidential Information (Paper 12) is *granted*, and the Settlement Agreement (Ex. 1016) shall be treated as business confidential information pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c), and be kept separate from the file of U.S. Patent No. 10,467,830 B2, and also remain designated as available only to “Parties and Board” in the Board’s filing system.

IPR2023-00046
Patent 10,467,830 B2

For PETITIONER

Dion Bregman
Andrew Devkar
James Kritsas
MORGAN, LEWIS & BOCKIUS LLP
dion.bregman@morganlewis.com
andrew.devkar@morganlewis.com
james.kritsas@morganlewis.com

For PATENT OWNER

Thatcher Rahmeier
FAEGRE DRINKER BIDDLE & REATH LLP
thatcher.rahmeier@dbr.com