

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

NETSOCKET, INC.,

Plaintiff,

v.

CISCO SYSTEMS, INC.,

Defendant.

Civil Action No. 2:22-CV-00172-JRG

JURY TRIAL DEMANDED

**JOINT STIPULATION OF DISMISSAL OF CERTAIN ASSERTED
PATENTS BY NETSOCKET, INC. AND CISCO SYSTEMS, INC.**

Plaintiff NetSocket, Inc. ("NetSocket") and Defendant Cisco Systems, Inc.

("Cisco") here by stipulate and agree as follows:

WHEREAS, the parties seek to streamline the issues in dispute by dropping all claims and counterclaims relating to US 7,827,284 (the "'284 Patent"), US 7,606,885 (the "'885 Patent"), and US 7,885,286 (the "'286 Patent");

WHEREAS, the parties agree to terminate the *Inter Partes* Review proceedings in IPR2024-00090, challenging claims 1, 4, and 12 of the '286 Patent; and

NOW, THEREFORE, in consideration thereof and of the mutual agreements, provisions and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties HEREBY STIPULATE AND AGREE AS FOLLOWS:

1. Count 4 of the Second Amended Complaint alleging infringement of the '284 Patent against Cisco is dismissed with prejudice;

2. Count 6 of the Second Amended Complaint alleging infringement of the '885 Patent against Cisco is dismissed with prejudice;

3. Count 7 of the Second Amended Complaint alleging infringement of the '286 Patent against Cisco is dismissed with prejudice;

4. The First Counterclaim of Cisco's Counterclaims alleging non-infringement is dismissed with prejudice, solely with respect to Cisco's allegations of non-infringement pertaining to the '284 Patent, '885 Patent and '286 Patent;

5. The Second Counterclaim of Cisco's Counterclaims alleging invalidity is dismissed with prejudice, solely with respect to Cisco's allegations of invalidity pertaining to the '284 Patent, '885 Patent and '286 Patent;

6. The Third Counterclaim of Cisco's Counterclaims alleging Breach of Contract is dismissed with prejudice, solely with respect to Cisco's allegations of Breach of Contract pertaining to the '284 Patent, '885 Patent and '286 Patent;

7. The Fourth Counterclaim of Cisco's Counterclaims alleging patent exhaustion is dismissed with prejudice, solely with respect to Cisco's allegations of patent exhaustion pertaining to the '284 Patent, '885 Patent and '286 Patent;

8. NetSocket, for and on behalf of itself, as well as any of its predecessors, successors, assigns, directors, officers, employees, and agents, hereby releases and unconditionally and irrevocably covenants to refrain from making any claim(s) or demand(s) (or cooperate with, instruct, encourage, aid, or consent to a third party making any claim or demand), directly or indirectly, against Cisco or any of its parents, subsidiaries, divisions, and affiliates, as well as any of their predecessors, successors,

assigns, directors, officers, employees, agents, and distributors in their capacity as distributors for Cisco (collectively, “the Cisco Covenanted Parties”) based on any possible cause of action arising under the patent laws of the United States, relating to any claim of the ’284 Patent, ’286 and/or ’885 Patents with respect to any Cisco product made, used, sold, offered for sale, or imported by the Cisco Covenanted Parties, regardless of whether the products are made, used, sold, offered for sale, or imported before, on, or after the date of this covenant. The releases and covenants provided in this Section 8 shall also extend to customers of Cisco with respect to Cisco products made, used, sold, offered for sale, or imported by the Cisco Covenanted Parties, but only to the extent that the accused products form a material part of the infringement allegations relating to any claim of the ’284 Patent, ’286 and/or ’885 Patents. The covenant for the ’284 Patent extends through the life of the ’284 Patent plus the resulting 6-year statutory damages period set forth in 35 U.S.C. § 286. The covenant for the ’286 Patent extends through the life of the ’286 Patent plus the resulting 6-year statutory damages period set forth in 35 U.S.C. § 286. The covenant for the ’885 Patent extends through the life of the ’885 Patent plus the resulting 6-year statutory damages period set forth in 35 U.S.C. § 286. For avoidance of doubt, this covenant does not apply to the 7,616,601 (the “’601 Patent”), U.S. Patent No. 7,190,698 (the “’698 Patent”), U.S. Patent No. 7,734,796 (the “’796 Patent”), and U.S. Patent No. 7,720,966 (the “’966 Patent”).

9. Cisco and NetSocket will jointly request that the PTAB terminate IPR2024-00090 challenging claims 1, 4, and 12 of the ’286 Patent;

10. Within 1 day of the Court's entry of this Stipulation, Cisco will notify the Patent Trial and Appeal Board requesting permission to file a joint motion to terminate IPR2024-00090;

11. Within 1 day of receiving permission from the Patent Trial and Appeal Board, the parties shall execute and file a joint motion to terminate IPR2024-00090;

12. This Stipulation only dismisses those claims and counterclaims relating to the '284, '286 and '885 Patents and does not dismiss any other claims or counterclaims based on the '601 Patent, the '698 Patent, the '796 Patent, and the '966 Patent, nor any other pending IPRs relating to those patents;

13. This Stipulation is the sole and entire agreement between the Cisco and NetSocket made in connection with, or in contemplation of, the termination of IPR2024-00090.

Dated: February 7, 2024

/s/ Zachary H. Ellis

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Respectfully submitted,

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Counsel for Defendant Cisco Systems Inc.

CERTIFICATE OF CONFERENCE

The undersigned counsel hereby certifies that counsel for the Defendant met and conferred with counsel for Plaintiff pursuant to Local Rule CV-7(h). The Parties are jointly seeking the relief sought in this Motion.

/s/ Zachary H. Ellis

CERTIFICATE OF SERVICE

I certify that the foregoing document was filed electronically on February 7, 2024, pursuant to Local Rule CV-5(a) and has been served on all counsel who have consented to electronic service via the Court's CM/ECF system.

/s/ Zachary H. Ellis
