

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

LENOVO (UNITED STATES) INC.
and MOTOROLA MOBILITY LLC,
Petitioner,

v.

HEADWATER RESEARCH LLC,
Patent Owner.

IPR2024-01181
Patent 10,749,700 B2

Before HYUN J. JUNG, SCOTT B. HOWARD, and
STEPHEN E. BELISLE, *Administrative Patent Judges*.

HOWARD, *Administrative Patent Judge*.

TERMINATION

Due to Settlement After Institution of Trial and
Granting Joint Request to Treat Settlement Agreement as
Business Confidential Information
35 U.S.C. § 317; 37 C.F.R. § 42.74

I. INTRODUCTION

On September 16, 2025, Petitioner and Patent Owner (collectively “the Parties”) filed a Joint Motion to Terminate *Inter Partes* Review Proceeding. Paper 15 (“Motion”). The Parties also filed a copy of a settlement agreement (Ex. 1024, “Settlement Agreement”) and a Joint Request to Treat Settlement as Business Confidential Information (Paper 16, “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.” It is also provided in 35 U.S.C. § 317(a) that if no petitioner remains in the *inter partes* review, the Office may terminate the review.

In the Motion, the Parties represent that they have reached an agreement to resolve all of their present disputes regarding U.S. Patent No. 10,749,700 and that the filed copy of the Settlement Agreement is a “true and correct copy.” Motion 1–2.

We instituted trial in the above-identified proceedings. Paper 7. We have not yet decided the merits of the proceeding, and a final written decision has not been entered. Notwithstanding that the proceeding has moved beyond the preliminary stage, the Parties have shown adequately that termination of the proceeding is appropriate. Under these circumstances, we determine that good cause exists to terminate the proceeding with respect to the Parties.

The Parties also request that the Settlement Agreement be treated as business confidential information and be kept separate from the file of

U.S. Patent No. 10,749,700. Request 1. After reviewing the Agreement, we find that the Agreement contains confidential business information regarding the terms of settlement. We determine that good cause exists to treat the Settlement Agreement as business confidential information pursuant to 35 U.S.C. § 317(b) and 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, for the reasons discussed above, it is:

ORDERED that the Motion is *granted* and IPR2024-01181 is *terminated* with respect to Petitioner and Patent Owner, pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.72; and

FURTHER ORDERED that the Request is *granted* and the Settlement Agreement and Patent Agreement shall be kept separate from the files of U.S. Patent No. 10,749,700 and 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).

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