

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

PASCAL TECHNOLOGIES,
Petitioner,

v.

CAMBRIDGE ENTERPRISE LIMITED, UNIVERSITAT DE
BARCELONA, and UNIVERSITAT POLITÈCNICA DE CATALUNYA,
Patent Owner.

IPR2024-01235
Patent 11,230,656 B2

Before HYUN J. JUNG, CARL M. DEFRANCO, and
DEVON ZASTROW NEWMAN, *Administrative Patent Judges*.

NEWMAN, *Administrative Patent Judge*.

TERMINATION

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

I. INTRODUCTION

Petitioner and Patent Owner (collectively “the Parties”) have requested that the above-identified *inter partes* review proceeding be terminated pursuant to a settlement. On June 30, 2025, the Parties filed a Joint Motion to Terminate Pursuant to 35 U.S.C. § 317 and 37 C.F.R. § 42.74 in the above-identified proceeding (“Motion”). Paper 25. The Parties previously sought authorization to file the Joint Motion and received that authorization on June 30, 2025. Motion 1. The Parties also filed a Patent Sub-License Agreement (Ex. 1026, “Settlement Agreement”) and a Joint Request to Treat Information as Confidential (Paper 26, “Request”) in the proceeding.

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 Patent 11,230,656. Motion 1–2. The Parties further represent:

Pursuant to 37 C.F.R. § 42.74(b), the Parties acknowledge that, as of the filing of this Motion, the Settlement Agreement represents the entire agreement or understanding between the Parties made in connection with, or in contemplation of, the termination of this proceeding, and further, that the Settlement Agreement is a true and accurate copy of the agreement between the Parties that resolves the present proceeding. The Parties certify that there are no other written or oral agreements or

understandings, including any collateral agreements, between them, including but not limited to licenses, covenants not to sue, confidentiality agreements, payment agreements, or other agreements of any kind that have been made in connection with or in contemplation of the termination of the instant proceeding.

Id. at 2–3.

We instituted trial in the above-identified proceeding. Paper 8. 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 adequately shown 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 requested that the Settlement Agreement be treated as business confidential information and be kept separate from the file of Patent 11,230,656. Request 1. After reviewing the Settlement Agreement, we find that the Settlement Agreement contains confidential business information. 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 IPR2024-01235 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

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FURTHER ORDERED that the Request is *granted*, and the Settlement Agreement shall be kept separate from the file of Patent 11,230,656 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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For PETITIONER:

Jeffrey Johnson
Charles Maule
BAKER BOTTS L.L.P.
jeffrey.johnson@bakerbotts.com
steve.maule@bakerbotts.com
dlpascalipr@bakerbotts.com

For PATENT OWNER:

Justin Krieger
Nicoletta Kennedy
Megan Saia
KILPATRICK TOWNSEND & STOCKTON LLP
jkrieger@kilpatricktownsend.com
nkennedy@kilpatricktownsend.com
msaia@kilpatricktownsend.com