

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

QUOTIENT TECHNOLOGY, LLC,
Petitioner,

v.

INTELLIGENT CLEARING NETWORK INC.,
Patent Owner

Case IPR2024-01323
U.S. Patent No. 9,070,133

**JOINT MOTION TO TERMINATE PURSUANT TO 35 U.S.C. § 317 AND
37 C.F.R. § 42.74**

Pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.74, Patent Owner Inmar Brand Solutions, Inc. (“Patent Owner”) and Petitioner Quotient Technology, LLC (“Petitioner”) hereby jointly request that the above-referenced pending *inter partes* review be terminated. The Board authorized the filing of this motion in an email to the parties on September 22, 2025.

Good cause exists to terminate this proceeding. “The Board expects that a proceeding will terminate after the filing of a settlement agreement, unless the Board has already decided the merits of the proceeding.” Patent Office Trial Practice Guide (Nov. 2019); *see also* 35 U.S.C. § 317(a) (“An *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”). Here, the parties respectfully submit that termination is appropriate because they have reached an agreement resolving the dispute involving the patent at issue in the above-captioned *inter partes* review, briefing has not been completed on the issues raised in the above-captioned *inter partes* review, and the Board has not issued a final written decision or decided the merits of the proceeding.

Pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(b), Petitioner and Patent Owner submit concurrently herewith a true and correct copy of the Confidential Settlement and License Agreement (“Agreement”) governing the resolution of the

inter partes review and District Court litigation. *See* Confidential Exhibit 2002. Consistent with § 8.8 of the Agreement, there are currently no other collateral agreements, oral or written, between the parties made in connection with, or in contemplation of, the termination of this proceeding.

The parties are concurrently filing a joint request that the Confidential Agreement, Confidential Exhibit 2002, be treated as business confidential information, be kept separate from the file of the involved patents, 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. § 42.74(c).

Dated: September 23, 2025

/Wayne M. Helge/

Wayne M. Helge (Reg. No. 56,905)

James T. Wilson (Reg. No. 41,439)

BUNSOW DE MORY LLP

277 S. Washington St., Suite 210 #1088

Alexandria, VA 22314

T: (571) 208-0186

Email: whelge@bdiplaw.com

Email : jwilson@bdiplaw.com

Counsel for Inmar Brand Solutions, Inc.

CERTIFICATE OF SERVICE

Petitioner has consented to e-mail service in this proceeding. Pursuant to 37 C.F.R. §42.6, the undersigned certifies that on this date, a copy of the foregoing document was served by email upon the following counsel at the below email addresses:

Gibson, Dunn & Crutcher LLP
Brian M. Buroker – bburoker@gibsondunn.com
Brian A. Rosenthal – brosenthal@gibsondunn.com
Katherine Q. Dominguez – kdominguez@gibsondunn.com
Emily Whitcher – ewhitcher@gibsondunn.com
Ronald Lee – ronaldlee@gibsondunn.com

Dated: September 23, 2025

/Wayne M. Helge/
Wayne M. Helge (Reg. No. 56,905)
BUNSOW DE MORY LLP
277 S. Washington St., Suite 210, #1088
Alexandria, VA 22314
Email: whelge@bdiplaw.com
Telephone: 571-208-0186

Counsel for Inmar Brand Solutions, Inc.