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Paper 16
Date: July 2, 2025

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

SAMSUNG ELECTRONICS CO., LTD.,
Petitioner,

v.

SiONYX, LLC,
Patent Owner.

IPR2025-00162 (Patent 10,224,359 B2)
IPR2025-00163 (Patent 10,224,359 B2)
IPR2025-00164 (Patent 9,064,764 B2)
IPR2025-00165 (Patent 9,905,599 B2)[1]

Before GEORGE R. HOSKINS, NABEEL U. KHAN, and MONICA S. ULLAGADDI, *Administrative Patent Judges*.

HOSKINS, *Administrative Patent Judge*.

DECISION
Settlement Prior to Institution of Trial
37 C.F.R. § 42.74

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[1] This Order addresses issues common to each of these proceedings and we use this caption for efficiency. The parties may not use this style heading in any subsequent papers without authorization.

BACKGROUND

With the Board's prior authorization via email on June 10, 2025, the parties in each of these four related proceedings have filed in each proceeding: (1) a Joint Motion to Terminate the Proceeding and Joint Request to Treat Settlement Agreement as Business Confidential Information (*e.g.*, IPR2025-00162, Paper 19 ("the Motion" or "Mot.")); [2] (2) a copy of a settlement agreement between the parties (i.e., Petitioner Samsung and Patent Owner SiOnyx) made in connection with the termination of these proceedings (IPR2025-00162, Ex. 1022 ("Settlement Agreement")); and (3) a copy of a patent license agreement between Patent Owner SiOnyx and non-party RPX Corporation referred to in the Settlement Agreement (IPR2025-00162, Ex. 2002 ("RPX License Agreement")).

Upon consideration of the Motion and for the reasons below, we *grant* the Motion in each proceeding and *terminate* the proceedings.

DISCUSSION

Joint Motions to Terminate

The parties to an IPR proceeding may agree to settle any issue in the proceeding. 37 C.F.R. § 42.74(a) (2024). In addition, "[a]ny agreement or understanding between the parties made in connection with, or in contemplation of, the termination of a proceeding shall be in writing and a

[2] For convenience, we cite to materials filed in IPR2025-00162. Substantially identical materials were filed in the other three proceedings.

true copy shall be filed with the Board before the termination of the trial." *Id.* § 42.74(b).

In the Motions, the parties state they have settled their disputes and have reached a written agreement that resolves the disputes in these proceedings. *See* Mot. 1–3; 35 U.S.C. § 317(b) (requiring that "[a]ny agreement or understanding between the patent owner and a petitioner, including any collateral agreements referred to in such agreement or understanding, made in connection with, or in contemplation of, the termination of an *inter partes* review . . . shall be in writing"). The parties represent that the Settlement Agreement and the RPX License Agreement are true copies and "there are no other agreements or understandings between the parties, including any collateral agreements, made in connection with, or in contemplation of, the termination of [these] proceeding[s]." Mot. 3.

Because the parties have satisfied the requirements to terminate the proceedings based on settlement, we *grant* the Motion to terminate in each proceeding.

Joint Requests to Treat Settlement Agreement and RPX License Agreement as Business Confidential Information

The parties request that the Settlement Agreement and the RPX License Agreement "be treated as business confidential information" and "be kept separate from the publicly available files of the involved patent[s]." Mot. 3. After reviewing the two agreements, we conclude they each contain confidential business information regarding the terms of settlement.

Therefore, we *grant* the Motion in this regard and treat the two agreements as business confidential information pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c), to be kept separate from the files of the involved patents.

Conclusion

The Motion in each proceeding is *granted* in full. This Order does not constitute a final written decision pursuant to 35 U.S.C. § 318(a).

ORDER

Accordingly, it is hereby:

ORDERED that the Motion in each proceeding is *granted*;

FURTHER ORDERED that these proceedings are terminated with respect to all parties; and

FURTHER ORDERED that the Settlement Agreement and the RPX License Agreement shall be treated as business confidential information, shall be kept separate from the files of the involved patents (U.S. Patent Nos. 10,224,359 B2; 9,064,764 B2; and 9,905,599 B2), and shall be made available only to Federal Government agencies on written request to the Board, or to any person on a showing of good cause.

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IPR2025-00165 (Patent 9,905,599 B2)

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