

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

CISCO SYSTEMS, INC.,
Petitioner,

v.

WSOU INVESTMENTS D/B/A BRAZOS LICENSING AND DEVELOPMENT,
Patent Owner

IPR2025-00241
U.S. Patent No. 8,441,721

JOINT AGREEMENT TO TERMINATE IPR

Petitioner Cisco Systems, Inc. (“Cisco”) and Patent Owner WSOU Investments d/b/a Brazos Licensing and Development (“Brazos”) agree as follows:

WHEREAS, on May 6, 2024, Brazos filed a complaint in *WSOU Investments d/b/a Brazos Licensing and Development v. Cisco Systems, Inc.*, Case No. 2:24-cv-00332-1 (“the Suit”), alleging certain Cisco products identified therein infringed United States Patent No. 8,441,721 (“the ’721 Patent”), among others;

WHEREAS, on December 2, 2024, Cisco filed a petition for Inter Partes Review in IPR2025-00241, challenging claims 1, 2, 4, 6, 19, and 21 of the ’721 Patent;

WHEREAS, subsequent to the filing of IPR2025-00241, the parties through their counsel discussed a coordinated cessation of the disputes regarding the ’721 Patent, but did not formalize an agreement to that effect;

WHEREAS, on January 7, 2025, Brazos filed, with Cisco’s permission, a joint stipulation for dismissal of U.S. Patent No. 8,441,721 from the Suit with prejudice;

WHEREAS, on January 8, 2025, the district court accepted the dismissal of U.S. Patent No. 8,441,721 from the Suit;

NOW, THEREFORE:

1. Cisco and Brazos will jointly request that the PTAB terminate IPR2025-00241 challenging claims 1, 2, 4, 6, 19, and 21 of the ’721 Patent.
2. Within 5 business days of execution of this Agreement, Cisco will

notify the Patent Trial and Appeal Board requesting permission to file a joint motion to terminate IPR2025-00241.

3. Within 5 business days of receiving permission from the Patent Trial and Appeal Board, the parties shall execute and file a joint motion to terminate IPR2025-00241.

4. This Agreement is the sole and entire agreement between the Cisco and Brazos made in connection with, or in contemplation of, the termination of IPR2025-00241 and supersedes any prior negotiations and communications in connection with the termination of IPR2025-00241, whether oral or written.

5. All attorneys' fees, costs of court, and expenses related to IPR2025-00241 shall be borne by each party incurring same.

For Cisco:

Name /s/ Xiao Chang

Title Director, IP Litigation, Cisco Systems, Inc.

Date January 28, 2025

For Brazos:

Name /s/ Timothy Dewberry

Title Partner, Folio Law Group PLLC

Date January 28, 2025