

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

NOKIA OF AMERICA CORP.;

Petitioners

v.

ADAPTIVE SPECTRUM AND SIGNAL ALIGNMENT, INC.,

Patent Owner.

IPR2025-00492

U.S. PATENT NO. 7,593,458

**JOINT MOTION TO TERMINATE PROCEEDING AND TO TREAT
THE AGREEMENT AS BUSINESS CONFIDENTIAL**

Mail Stop PATENT BOARD
Patent Trial and Appeal Board
US Patent and Trademark Office
PO Box 1450
Alexandria, Virginia 22313-1450

LIST OF EXHIBITS

Exhibit	Short Name	Description
Ex. 1001	'458 patent	U.S. Patent No. 7,593,458
Ex. 1002	Moonen Declaration	Declaration of Dr. Marc Moonen
Ex. 1003	CV	<i>Curriculum Vitae</i> of Dr. Marc Moonen
Ex. 1004	'458 File History	File History of U.S. Patent No. 7,593,458
Ex. 1005	Rezvani	U.S. Patent No. 7,356,049 to Rezvani
Ex. 1006	Cendrillon I	"Partial Crosstalk Cancellation Exploiting Line and Tone Selection in VDSL"
Ex. 1007	G.992.3	ITU-T Recommendation G.992.3 (07/2002)
Ex. 1008	Cendrillon II	"Partial Crosstalk Cancellation for Upstream VDSL"
Ex. 1009	Cendrillon III	"Partial crosstalk precompensation in downstream VDSL"
Ex. 1010	Marzetta	"BLAST Training: Estimating Channel Characteristics for High Capacity Space-Time Wireless" by Marzetta
Ex. 1011	Simplified Waterfilling	"Simplified Waterfilling for Power Allocation in MIMO-DSL"
Ex. 1012	Linear Zero-Forcing Crosstalk Canceler	"The Linear Zero-Forcing Crosstalk Canceler is Near-optimal DSL Channels"
Ex. 1013	Low Complexity Crosstalk Cancellation	"Low Complexity Crosstalk Cancellation Through Line Selection in Upstream VDSL"

Exhibit	Short Name	Description
Ex. 1014	Distributed Multiuser Power Control	“Distributed Multiuser Power Control for Digital Subscriber Lines”
Ex. 1015	Simplified Power Allocation	“Simplified Power Allocation for the DSL Multi-Access Channel through Column-wise Diagonal Dominance”
Ex. 1016	T1E1.4/2003-325	T1E1.4/2003-325, “On the Optimality of Iterative Waterfilling”
Ex. 1017		[Reserved]
Ex. 1018	Saleheen	U.S. Patent Application Publication No. 2002/0186428 to Saleheen
Ex. 1019	Amrany	U.S. Patent No. 6,999,504 to Amrany et al.
Ex. 1020	Barrass	U.S. Patent No. 7,154,845 to Barrass et al.
Ex. 1021	Tzannes	U.S. Patent No. 6,778,596 to Tzannes
Ex. 1022	Hall-Ellis Declaration	Declaration of Sylvia Hall-Ellis
Ex. 1023	Docket Control Order	Docket Control Order, <i>Adaptive Spectrum and Signal Alignment, Inc. v. AT&T Inc., et al.</i> , Case No. 2:24-cv-00029-JRG-RSP (E.D. Tex. July 22, 2024) ECF No. 84.
Ex. 1024	Order Focusing Claims	Order Focusing Patent Claims and Prior Art to Reduce Costs, <i>Adaptive Spectrum and Signal Alignment, Inc. v. AT&T Inc., et al.</i> , Case No. 2:24-cv-00029-JRG-RSP (E.D. Tex. Oct. 23, 2024), ECF No. 104.

Exhibit	Short Name	Description
Ex. 1025	Motion to Transfer	Defendants’ Motion to Transfer Venue Based on the Parties’ Contractual Forum-Selection Clause, and Alternatively, Motion to Stay Case Pending Arbitration, <i>Adaptive Spectrum and Signal Alignment, Inc. v. AT&T Inc., et al.</i> , Case No. 2:24-cv-00029-JRG-RSP (E.D. Tex. Oct. 23, 2024), ECF No. 92 (<i>Redacted</i>).
Ex. 1026	Agreement	Agreement between Nokia and ASSIA

Petitioner Nokia of America Corp. (“Petitioner” or “Nokia”) and Patent Owner Adaptive Spectrum and Signal Alignment, Inc. (“Patent Owner” or “ASSIA”) have reached a settlement. Under 35 U.S.C. § 317(a) and 37 C.F.R. § 42.74, Nokia and ASSIA jointly move to terminate the present *inter partes* review proceeding and request that the Agreement be treated as business confidential information pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c). The Board authorized the parties to file this Joint Motion on June 10, 2025 via email.

I. STATEMENT OF FACTS

A joint motion to terminate generally “must (1) include a brief explanation as to why termination is appropriate; (2) identify all parties in any related litigation involving the patents at issue; (3) identify any related proceedings currently before the Office; and (4) discuss specifically the current status of each such related litigation or proceeding with respect to each party to the litigation or proceeding.” *Heartland Tanning, Inc. v. Sunless, Inc.*, IPR2014-00018, Paper 26, at *2 (July 28, 2014).

Patent Owner filed a patent infringement lawsuit alleging infringement of U.S. Patent No. 7,593,458 in the United States District Court for the Eastern District of Texas, captioned *Adaptive Spectrum and Signal Alignment, Inc. v. AT&T Inc., et al.*, 2:24-cv-00029. On April 14, 2025, the court dismissed with prejudice ASSIA’s claims of infringement related to the ’458 patent, as well as the remainder of

ASSIA's claims in the case. The court dismissed without prejudice AT&T's remaining claims.

Nokia and ASSIA (collectively, the "Parties") subsequently reached an agreement (the "Agreement") to resolve their remaining disputes.

Under 37 C.F.R. § 42.74(b), the Agreement is in writing. A true and correct copy is being filed as Exhibit 1026. The Agreement is being filed electronically with access to "Board and Parties Only."

Pursuant to the Board's email dated June 10, 2025, as part of this Joint Motion the Parties separately request to treat the Agreement as business confidential information and keep it separate from the files of the involved patent under 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c). This agreement contains confidential commercial and financial information of the Parties.

II. RELIEF REQUESTED

The Parties request termination of this *inter partes* review and respectfully submit that such termination is justified. The Parties also request that the Agreement be treated as business confidential information and be kept separate from the files of this proceeding in accordance with 37 C.F.R. § 42.74(c). "There are strong public policy reasons to favor settlement between the parties to a proceeding." Consolidated Trial Practice Guide 86 (Nov. 2019). "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.” *Id.* (citing 35 U.S.C. §§ 317(a)).

The Board should terminate this proceeding, as the Parties jointly request, for the following reasons.

First, Nokia and ASSIA have met the statutory requirement that they file a “joint request” to terminate before the Office “has decided the merits of the proceeding.” 35 U.S.C. § 317(a). In fact, the Board has not yet issued a decision on institution, conducted an oral hearing, or otherwise resolved the merits of the Petition. Under section 317(a), an *inter partes* review shall be terminated upon such joint request “unless the Office has decided the merits of the proceeding before the request for termination is filed.” There are no other preconditions recited in 35 U.S.C. § 317(a).

Second, Nokia and ASSIA have reached a settlement as to all the disputes in this proceeding and as to the ’458 patent. A true copy of the Agreement is being filed concurrently herewith. *See* Exhibit 1026. This agreement contains confidential commercial and financial information of the Parties. Nokia and ASSIA request that the Agreement be treated as business confidential information and be kept separate from the files of this proceeding in accordance with 37 C.F.R. § 42.74(c). The Parties hereby represent that the documents filed as Exhibits 1026 represent all agreements made in connection with, or in contemplation of, the termination of this proceeding.

This agreement, in the form of the Agreement (Ex. 1026), has been filed with the Board as required by 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(b).

Third, termination would save significant further expenditure of resources by the Parties. Termination upon settlement, as requested, would also further the purpose of *inter partes* review proceedings, which seeks to provide an efficient and less costly alternative forum for patent disputes. Further, maintaining the proceeding would discourage further settlements, as patent owners in similar situations would have a strong disincentive to settle if they perceived that an *inter partes* review would continue regardless of a settlement.

III. CONCLUSION

For the foregoing reasons, ASSIA and Nokia respectfully request termination of this *inter partes* review and request that the Agreement be treated as business confidential information pursuant.

Date: June 18, 2025

By: /M. Scott Stevens/

M. Scott Stevens
Reg. No. 54,762
ALSTON & BIRD LLP
Vantage South End
1120 S. Tryon Street, Suite 300
Charlotte, NC 28203
Phone: 704.444.1000
Fax: 704.444.1111
Email: scott.stevens@alston.com

CERTIFICATE OF SERVICE

Patent Owner has consented to email service in this proceeding. Pursuant to 37 C.F.R. §§42.6, the undersigned hereby certifies that a true and correct copy of the foregoing JOINT MOTION TO TERMINATE PROCEEDING AND TO TREAT THE AGREEMENT AS BUSINESS CONFIDENTIAL, and all associated exhibits were served in their entireties on June 18, 2025, upon the Patent Owner at the following email addresses of Patent Owner's litigation counsel:

mspecht-PTAB@sternekessler.com

jfitzsimmons-PTAB@sternekessler.com

rbemben-PTAB@sternekessler.com

PTAB@sternekessler.com

bcaldwell@caldwellcc.com

jnemunaitis@caldwellcc.com

Date: June 18, 2025

By: /M. Scott Stevens/

M. Scott Stevens
Reg. No. 54.762
ALSTON & BIRD LLP
Vantage South End
1120 S. Tryon Street, Suite 300
Charlotte, NC 28203
Phone: 704.444.1000
Fax: 704.444.1111
Email: scott.stevens@alston.com